

When recorded return to:  
Jonathan Granger  
PO Box 162  
Mount Vernon, WA 98283



201506120133

Skagit County Auditor

\$77.00

6/12/2015 Page

1 of

6 1:57PM

## Reciprocal Easement for Access and Utilities

**Grantor:** Jonathan Granger and Heather Granger, Husband and Wife.

**Grantee:** Laurie J. Cottingham, a married woman as to her separate property.

### Legal Description (abbreviated):

Parcel A: Ptn Blks 20 & 56, Bay View, McKenna & Elliott's 2nd Add.

Parcel B: Ptn F St. W of Bayview-Edison Rd; Bay View, McKenna & Elliott 2nd Add.

Parcels C-G: Ptn Blk 55, Bay View, McKenna Elliott's 2nd Add. & Lots 2-6 Blk 5, Add. to Bay View.

Full legal description described in Exhibit A.

### Assessor's Property Tax

**Parcel or Account No.:** P71090; P71193; P71173

*easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

### Reference #s of Documents

**Assigned/Released:** None

JUN 12 2015

Amount Paid \$  
Skagit Co. Treasurer  
By *MF* Deputy

## AGREEMENT

This Agreement is made this 3<sup>rd</sup> day of June, 2015, by and between Jonathan Granger and Heather Granger, Husband and Wife, Grantors (herein after "Grantor"), and Laurie J. Cottingham, a married woman as to her separate property, Grantee (herein after "Grantee").

### Recitals

- A. Each of the parties to this Agreement owns property which adjoins that portion of F Street lying westerly of First Street (also known as Bayview-Edison Road), which street is part of the original Plat of Bay View.
- B. Both of the parties acknowledge that the portion of F Street in question was vacated by

operation of law in the early 1900s, but no formal vacation by Skagit County has ever been placed in the public record.

- C. The parties to this Agreement utilize a common gravel road which runs from Bayview-Edison Road down the center of F Street, allowing access to each of the parties' parcels; Cottingham owning property southerly of F Street and Granger owning property northerly. The parties acknowledge that the predecessors in interest to Cottingham and Granger have utilized portions of the street for access in the past. The parties desire to resolve the claims to the southerly half of F Street.

NOW, THEREFORE, the parties now covenant and agree as follows:

1. **Grant of Easement.** The Grantor hereby grants to the Grantee, and the Grantee hereby grants to the Grantor, a non-exclusive, perpetual reciprocal Easements over, under, through and across a strip of land being 30 feet in width, commencing at the westerly boundary of First Street (Bayview-Edison Road), and running westerly a distance of 204.5 feet, the centerline of which shall be the centerline of F Street, with the easement area lying 15 feet on either side of the said centerline. Said Easement shall be for ingress, egress and underground utilities of all kinds, together with the right to install and maintain such underground utilities. The Easement shall be appurtenant to, and a covenant running with the land in perpetuity, as to the Grantor's property described as Parcels C through G herein below, and the Grantee's property described herein as Parcel A herein below.
2. **Description of the Properties and the Parties.** The Grantee, Laurie J. Cottingham, is the owner of the property described as Parcel A and Parcel B-1. The Grantor, Jonathan Granger, is the owner of the property described as Parcel B-2, C, D, E, F and G. See Attached Exhibit A.
3. **Joint Use Agreement.** The Grantor and Grantees hereby agree that the said easement shall be used jointly by the parties for the purpose of a driveway and underground utilities of all kinds.
4. **Consideration.** As consideration for this Agreement, the parties agree to jointly apply to Skagit County for vacation of the portion of F Street lying westerly of First Street (Bayview-Edison Road). Granger agrees to supply a copy of the title report to the County and to engage with the County in the application process for vacation of the portion of the street in question. As further consideration, Granger and Cottingham agree to execute Quit Claim Deeds to the other party, the result of which shall be that Cottingham will be the owner of the property described herein as Parcel B-1 and Granger shall be the owner of the property described herein as Parcel B-2.
5. **Attorney's Fees and Venue.** The parties agree that any disputes in regard to any term of this Agreement or enforcement hereof shall be resolved first by reasonable attempt at mediation and, failing that, by arbitration in accordance with the Mandatory Arbitration Rules applicable in the county where the property is located, together with the general rules for mandatory arbitration found in RCW 7.06. Venue for any action concerning this Agreement shall be in the county where the property is located. Both parties consent to the jurisdiction of the Superior Court in respect to all claims pertaining to this Agreement. In the event of a dispute between the parties regarding the

rights and responsibilities or obligations created by this Agreement, or in the event any action is taken to enforce any term of this Agreement, then the most prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court by the least prevailing party.

**6. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

DATED 3 June, 2015.

GRANTOR:

Jonathan Granger  
Jonathan Granger

Heather Granger  
Heather Granger

GRANTEE:

Laurie J. Cottingham  
Laurie J. Cottingham

State of Washington )  
 ) :ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Jonathan Granger and Heather Granger are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: June 3, 2015.  
Piper Lee Eger, Notary Public  
My appointment expires 8/19/18

State of Washington )  
 ) :ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Laurie J. Cottingham is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes in the instrument.

Dated: June 3, 2015.  
Piper Lee Eger, Notary Public  
My appointment expires 8/19/18

Exhibit A-Cottingham/Granger Easement

PARCEL "A":

Blocks 20 and 56, "PLAT OF BAY VIEW" (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated West Avenue and the North 1/2 of "G" Avenue which has reverted to said premises by operation of law.

EXCEPTING from all the above described premises the following described tracts:

1. Beginning at a point on the West side of First Street which point bears South 20°44'10" East along said West side of First Street, a distance of 180 feet from the Southeast corner of Block 5, "ADDITION TO BAY VIEW, WASH.", as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington; thence South 68°58'20" West parallel with the North line of said Blocks 20 and 56, a distance of 110 feet; thence South 20°44'10" East parallel with the East line of said Block 20, a distance of 10 feet; thence South 68°58'20" West parallel with said Blocks 20 and 56, a distance of 120 feet; thence South 20°44'10" East parallel with the East line of said Block 20, a distance of 110 feet; thence North 68°58'20" East parallel to the North line of said Blocks 20 and 56, a distance of 120 feet, said point being the Northeast corner of a tract conveyed to Joseph B. Simmonds, et ux, by deed recorded May 26, 1967, under Auditor's File No. 699704; thence South 20°44'10" East, a distance of 100.00 feet to a point on the centerline of vacated "G" Avenue; thence North 68°58'20" East along said centerline, a distance of 140 feet to a point on the West line of said First Street; thence North 20°44'10" West along said West line, a distance of 220 feet, more or less, to the point of beginning.
2. Beginning at a point on the East side of Block 20 and on the West side of First Street, which point bears South 20°44'10" East along said East side of Block 20 and said West side of First Street, a distance of 300.00 feet from the Southeast corner of Block 5, "ADDITION TO BAY VIEW, WASH.", as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington; thence South 68°58'20" West, a distance of 110.00 feet to the true point of beginning of this description; thence South 20°44'10" East, a distance of 100.00 feet to a point on the centerline of vacated "G" Avenue to a point on the government meander line or the line of ordinary high tide, whichever line is farthest out; thence Northwesterly along said government meander line or the line of ordinary high tide, whichever is farthest out, to a point which bears South 68°58'20" West from the true point of beginning of this description; thence North 68°58'20" East to the true point of beginning of this description.
3. That portion thereof, if any, lying outside the government meander line or the line of ordinary high tide, whichever line is farthest out.

PARCEL "B-1":

The South half of "F" Street lying Westerly of the West line of First Street (now known as Bayview-Edison Road) including that portion of West Avenue within the northerly and southerly limits of the South half of "F" Street as projected westerly as shown on the plat of "ADDITION TO BAY VIEW, WASH., (By Archibald Seigfred and Mary K. Seigfred)" as per plat recorded in Volume 1 of Plats, page 11, and as shown on the "PLAT OF BAY VIEW" (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19.

EXCEPT that portion, if any, lying Westerly of the meander line or line of mean high tide, whichever is farthest out.

PARCEL "B-2":

The North half of "F" Street lying Westerly of the West line of First Street (now known as Bayview-Edison Road) including that portion of West Avenue within the northerly and southerly limits of the North half of "F" Street as projected westerly as shown on the plat of "ADDITION TO BAY VIEW, WASH., (By Archibald Seigfred and Mary K. Seigfred)" as per plat recorded in Volume 1 of Plats, page 11, and as shown on the "PLAT OF BAY VIEW" (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19.

PARCEL "C":

All of Block 55, "PLAT OF BAY VIEW," (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington.

EXCEPT the following described Tracts 1, 2 and 3:

Tract 1:

The Southerly 60 feet of Block 55, "PLAT OF BAY VIEW," (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington.

EXCEPT the Easterly 2 feet thereof.

Tract 2:

Beginning at the Northeast corner of said Block 55;  
thence West along the North line of said Block 55 and the extension thereof, a distance of 100 feet;  
thence Southwesterly, parallel to the East line of said Block 55, a distance of 60 feet;  
thence East, parallel to the North line of said Block 55, a distance of 100 feet to the east line thereof;  
thence Northerly, along the East line of said Block 55, a distance of 60 feet to the point of beginning.  
EXCEPT the Easterly 2 feet thereof.

Tract 3:

That portion lying Westerly of the line of mean high tide, or the meander line, whichever is farthest out.

PARCEL "D":

Lots 2 and 3, Block 5, "ADDITION TO BAY VIEW, WASH., (By Archibald Seigfred and Mary K. Seigfred)" as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington.

TOGETHER WITH all of West Avenue lying between Parcels A and B above described.

PARCEL "E":

The Southerly 60 feet of Block 55, "PLAT OF BAY VIEW," (McKenna & Elliott's 2nd Addition), as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington.

EXCEPT the Easterly 2 feet thereof.

TOGETHER WITH an easement for ingress, egress over the Easterly 2 feet of said Tract.

PARCEL "F":

Lots 4, 5 and 6, Block 5, "ADDITION TO BAY VIEW, WASH. (By Archibald Seigfred and Mary K. Seigfred)" as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington.

PARCEL "G":

All that portion of West Avenue, as shown on the face of "PLAT OF BAY VIEW," McKenna and Elliott's Second Addition, as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington, that lies between the Southwesterly extension of the Northwesterly and Southeasterly lines of Lot 4, Block 5, "ADDITION TO BAY VIEW, WASH., (By Archibald Seigfred and Mary K. Seigfred)," as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, and the Northeasterly extension of the Northwesterly and Southeasterly lines of the Southerly 60 feet of Block 55, said "PLAT OF BAY VIEW," (McKenna & Elliott's 2nd Addition).

All of the above being situate in the County of Skagit, State of Washington.