

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
JUN 23 2015

Skagit County Auditor
6/23/2015 Page

1 of 7 9:06AM

\$78.00

Amount Paid \$ —
Skagit Co. Treasurer
By HJB Deputy

AFTER RECORDING RETURN TO:
PAMELA A. JOHNSON
P.O. BOX 699
LA CONNER, WA 98257

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on June 19, 2015, by and between Pamela A. Johnson of P.O. Box 699, LaConner, Washington 98257, hereinafter ("Grantor"), and Richard P. Cushing and Donna K. Cushing of 611 Tillinghast Dr., LaConner, Washington, 98257 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 613 Tillinghast Dr., Washington, La Conner 98257, and more fully described as follows: Lot 6 "PLAT OF TILLINGHAST/DALAN ESTATES" as per recorded on October 29, 2004 under Auditor's File No. 200410290108 records of Skagit County, Washington, (Servient Estate). *

B. The Grantee is the owner of certain real property commonly known as 611 Tillinghast Dr., LaConner, Washington 98257, Lot 5 "PLAT OF TILLINGHAST/DALAN ESTATES", as per recorded on October 29, 2004 under Auditor's File No. 200410290108 records of Skagit County, Washington., ("Dominant Estate"). *

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: See attached Exhibit "A"

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in

that the easement benefits the use and enjoyment of the Dominant Estate by ingress and egress and maintenance.

3. Duration and Binding Effect

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by ingress and egress and maintenance.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to ingress and egress and maintenance.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantee's Rights and Duties

Grantee shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient

Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

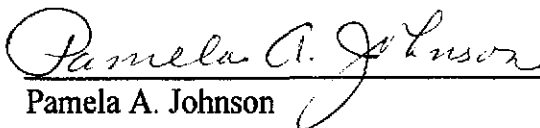
This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:


Pamela A. Johnson

GRANTEE:

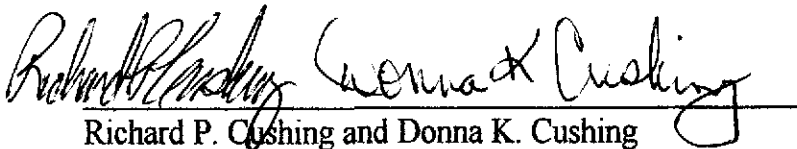

Richard P. Cushing and Donna K. Cushing

Exhibit "A"

LISSE & ASSOCIATES, PLLC

320 Milwaukee St. PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

April 24, 2015

Ingress and Egress Easement

A non-exclusive mutually beneficial easement for ingress and egress and the maintenance thereof over, under and across a portion of Lot 6, Plat of Tillinghast/Dalan Estates recorded under Skagit County Auditor's File No. 200410290108 for the benefit of Lots 5 and 7 said Plat of Tillinghast/Dalan Estates as well as the use by the underlying owner of said Lot 6, being more particularly described as follows:

BEGINNING at the Southwesterly most corner of said Lot 6, Plat of Tillinghast/Dalan Estates;
thence North 17°02'20" East along the Westerly line of said Lot 6 for a distance of 57.97 feet to an angle point in said line;
thence North 88°24'39" East for a distance of 15.83 feet, more or less, to an angle point in the Southerly line of said Lot 6;
thence South 17°02'20" West along said Southerly line of said Lot 6 for a distance of 72.05 feet to a point on a non-tangent curve;
thence along the arc of said curve to the left, concave to the Southwest, having an initial tangent bearing of North 35°12'24" West, a radius of 75.00 feet, through a central angle of 13°24'22" an arc distance of 17.55 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the Town of La Conner, County of Skagit, State of Washington.

Containing 969+/- sq ft



4-24-15

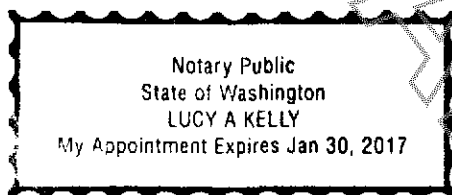
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Pamela Johnson

Is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6-22-2015



Lucy A Kelly
Signature

Notary Public

Title

My appointment expires

1-30-2017

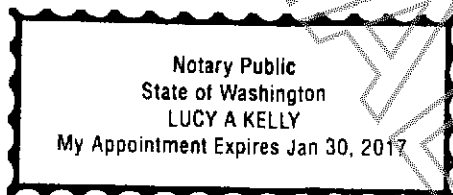
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Richard P. Cushing

Is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6-22-2015



Lucy A. Kelly
Signature

Notary Public

Title

My appointment expires

1-30-2017

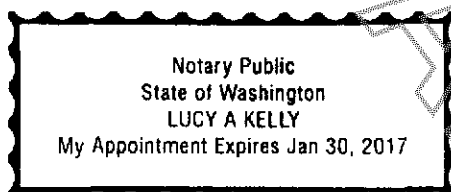
State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Donna K. Cushing

Is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6-22-2015



Lucy A. Kelly
Signature

Notary Public

Title

My appointment expires

1-30-2017