

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Nicola K. LeSourd
P. O. Box 1107
Mount Vernon, WA 98273



Skagit County Auditor \$77.00
12/4/2015 Page 1 of 5 11:17AM

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

Grantor: NICOLA K. LESOURD, a married woman as her separate estate
Grantee: NICOLA K. LESOURD, a married woman as her separate estate
Abbreviated Legal: Lots 1-3, SP PL05-0045 AFN 200601310117,
SW ¼ NW ¼, S29-T35N-R3E, W.M.
Assessor's Tax Parcel Nos.: 350329-2-004-0203 / P124131
350329-2-004-0302 / P124132

I. DESCRIPTION OF PROPERTY

WHEREAS, GRANTOR/GRANTEE, NICOLA K. LESOURD, a married woman as her separate estate, is the owner of the following described real property located in Skagit County, Washington (hereinafter referred to as "Lot 1"):

Lot 1 of Short Plat No. PL05-0045, recorded January 31, 2006, under Auditor's File No. 200601310117, records of Skagit County, Washington, and being a portion of the Southwest ¼ of the Northwest ¼ of Section 29, Township 35 North, Range 3 East W.M.

Situate in the County of Skagit, State of Washington.

Commonly known as 13449 Rector Road, Mount Vernon, Washington, and identified by Skagit County Assessor's parcel and identification numbers P124131/350329-2-004-0203.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
DEC 4 2015

Amount Paid \$—
Skagit Co. Treasurer
By: *HTB* Deputy

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

AND WHEREAS, GRANTOR/GRANTEE, NICOLA K. LESOURD, a married woman as her separate estate, is the owner of the following described real property located in Skagit County, Washington (hereinafter referred to as "Lot 2"):

Lot 2 of Short Plat No. PL05-0045, recorded January 31, 2006, under Auditor's File No. 200601310117, records of Skagit County, Washington, and being a portion of the Southwest ¼ of the Northwest ¼ of Section 29, Township 35 North, Range 3 East W.M.

Situate in the County of Skagit, State of Washington.

Commonly known as NHN Persons Road, Mount Vernon, Washington, and identified by Skagit County Assessor's parcel and identification numbers P124132/350329-2-004-0302.

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

II. GRANT OF EASEMENT / DESCRIPTION OF EASEMENT FOR THE BENEFIT OF LOT 2

NOW THEREFORE, THE UNDERSIGNED, NICOLA K. LESOURD, a married woman as her separate estate, (hereinafter referred to as "Grantor"), in consideration of the mutual covenants and conditions hereinafter set forth, establishes, gives, grants and conveys to NICOLA K. LESOURD, a married woman as her separate estate, (hereinafter referred to as "Grantee"), including any after acquired title in the interests conveyed herein, a non-exclusive, perpetual easement for:

1) ingress, egress and utilities over, under and across Lot 1, which Easement Area shall be defined as a thirty foot strip centered on the existing road/driveway, as such road/driveway existed on Lot 1 as of November 11, 2015, and extended north from the termination of the existing road/driveway to the south line of Lot 2, and including, but in no way limited to, such area as is necessary for the future purpose of connecting to, installing, maintaining, and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas, and all other utilities of any nature whatsoever.

III. OBLIGATION FOR COST SHARING OF ROAD(S)/DRIVEWAY(S)

1) Any cost incurred to maintain, repair and/or replace the road(s)/driveway(s) shall be shared equally by the owners of Lot 1 and Lot 2 (the "Lot Owners"). If a Lot Owner determines that the road(s)/driveway(s) and/or associated improvements requires maintenance, repair and/or replacement, the Lot Owner (the "Initiating Owner") may notify the other Lot Owner (the "Notified Owner"), in writing, of the need for such work identifying the nature of the proposed work, the timing of the proposed work and the estimated cost for the proposed work. If the Notified Owner does not respond to the notice in writing within thirty (30) days of delivery of such notice, the Notified Owner shall be deemed to have approved of the proposed work.

If the Notified Owner responds to the notice and opposes the proposed work unreasonably or without cause, then the Initiating Owner shall have the right to commence arbitration as provided in this Agreement, for the purpose of obtaining an arbitrator's decision on whether the proposed work is reasonably needed. If the arbitrator determines that such work is reasonably needed, then the arbitrator shall direct that the proposed work proceed and award the Initiating Owner reimbursement of the attorney's fees incurred by the Initiating Owner.

If a Lot is owned by more than one person, any owner of the Lot shall have the right to approve of any proposed work.

2) Damage to Road(s)/Driveway(s). In the event that a Lot Owner causes identifiable damage to the road/driveway (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the road/driveway), then that Lot Owner shall, as soon as is reasonably possible, immediately restore the road/driveway to as good or better condition as it was in prior to the damage by the Lot Owner. If the Lot Owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other Lot Owners shall have the right to repair the damage and to collect from the Lot Owner that caused the damage, the full cost of the repair.

IV. GENERAL PROVISIONS

1) These Easements shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the owners of Lot 1 and Lot 2, or by the operation of law.

2) The Grantee of each Easement hereby agrees to indemnify and hold harmless the Grantor of each Easement, and its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantee and/or Grantee's guests, invitees, licensees.

contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantee.

3) The benefits, burdens, and covenants of the Easement(s) granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

4) These Easements shall not effect a merger of the fee ownership and the Easements. The fee and Easements shall hereafter remain separate and distinct.

5) These Easements shall be construed and governed by the laws of the State of Washington.

6) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

7) These Easements may not be modified or amended except by written agreement signed and acknowledged by all parties.

8) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

9) The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

DATED this 3rd day of December, 2015.

GRANTOR:

Nicola K. Lesourd
NICOLA K. LESOURD

GRANTEE:

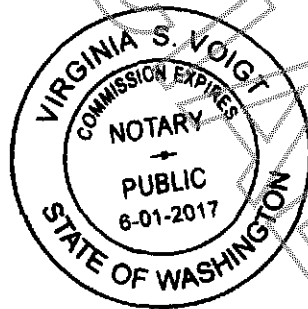
Nicola K. Lesourd
NICOLA K. LESOURD

UNRECORDED INSTRUMENT DOCUMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that NICOLA K. LESOURD is the person who appeared before me and said person acknowledged that 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: Dec. 3, 2015.



Virginia S. Voigt
(Signature of Notary)

VIRGINIA S. VOIGT
(Legibly Print or Type Name of Notary)

My appointment expires: 6/1/17