



201601260104

Skagit County Auditor

\$83.00

1/26/2016 Page

1 of

11 12:35PM

After recording return document to:

NICOL LAW, PLLC
PO BOX 93
Mount Vernon, WA 98273

DOCUMENT TITLE: EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR(S): BERNIECE M. AARSTAD, a single woman

GRANTEE(S): JOHN R. GOSS AND SUE RANKIN GOSS, a married couple

ABBREVIATED LEGAL DESCRIPTIONS:

NE1/4 OF NW1/4, Sec 9 Twp 35N Rge 4EWM,
and
Tract 5 VALLEY VIEW ESTATES DIV III.

ADDITIONAL LEGAL DESCRIPTIONS ON PAGES 1-2 and Exhibit A OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):

P35997 / 350409-2-001-0001 (Aarstad--Grantor)
P36046 / 350409-2-005-2607 (Goss--Grantee)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made this 23 day of November, 2015, by and between BERNIECE M. AARSTAD, a single woman (the "GRANTOR"), and JOHN R. GOSS AND SUE RANKIN GOSS, a married couple (the "GRANTEE"), and each of them. GRANTOR AND GRANTEE shall also be referred to herein individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, the GRANTOR owns and has title to real property described as Parcel number P35997, (40.0000 ac) OPEN SPACE #218 #800271 1975 NE1/4 OF NW1/4, legally described as follows:

The Northeast quarter of the Northwest quarter of Section 9, Township 35 North, Range 4 East of the Willamette Meridian.

Situate in the County of Skagit, State of Washington.

(The "Grantor's Parcel"); and,

WHEREAS, the GRANTEE owns and has title to real property described as Parcel number 36046, (5.0300 ac), legally described as follows:

See attached Exhibit "A."

(The "Grantee's Parcel"); and,

WHEREAS, the GRANTOR and GRANTEE disagree on the use and ownership of certain portions of the Grantor's Parcel and the location of the boundary between the Grantor's Parcel and Grantee's Parcel, more specifically that area described and pictured on the attached Exhibit "B" as Easement Area (the "Disputed Property"); and,

WHEREAS, the GRANTOR filed an action to quiet title in the Disputed Property under Skagit County Cause No. 14-2-01416-6 and the GRANTOR and the GRANTEE desire to avoid the uncertainty and cost of litigation; and,

WHEREAS, the GRANTOR and GRANTEE see benefit to both parties cooperating to settle any questions surrounding the ownership, use and location of Grantor's Parcel and Grantee's Parcel and the questions surrounding the location of the boundary between them through the issuance of an easement to run with the land from the GRANTOR to the GRANTEE for the use and enjoyment by the GRANTEE of the Disputed Property; and,

WHEREAS, the GRANTOR desires to dismiss the above described action and establish a perpetual, non-exclusive easement for use and enjoyment of the Disputed Property for the benefit of Grantee's Parcel under the following terms and conditions, and in furtherance of said purpose;

WHEREAS, the above recitals are a material part of this Easement Agreement,

NOW, THEREFORE, it is the purpose of this Easement Agreement to establish an easement for use and enjoyment purposes, burdening Grantor's Parcel and for the benefit of Grantee's Parcel.

This Easement Agreement shall run with the land, and each part of it, and shall be binding on all parties having or acquiring any right, title or interest in the Grantor's Parcel or Grantee's Parcel or any part thereof, and shall inure to the benefit of Grantee's Parcel and the owner(s) thereof. Acceptance of an interest in either Grantor's Parcel or Grantee's Parcel shall be deemed acceptance of the terms and provisions of this Easement Agreement and any conveyance hereafter or any portion or interest in the Grantor's Parcel or Grantee's Parcel shall be subject to this Easement Agreement.

AGREEMENT:

I. Use Easement: GRANTOR does hereby grant and convey to the GRANTEE a perpetual, non-exclusive easement to run with the land under, over, through and across the Grantor's Parcel, for the use and enjoyment of the land by the GRANTEE; all more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference (the "Easement").

II. Release and Discharge: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party hereby agrees to forever settle, release and discharge the other Party, their successors, heirs, assigns, attorneys, and all other representatives from any and all claims and counterclaims, charges and liabilities, demands, damages, actions, causes of action, claims for contribution or indemnity, claims for compensation, or suits of any kind or nature whatsoever, including attorney's fees, known or unknown, in connection with and which are based on GRANTOR's claims of encroachment, trespass and timber trespass by GRANTEE, including but not limited to claims alleged in Skagit County Cause No. 14-2-01416-6, existing on the date of execution of this Easement Agreement, arising from the Disputed Property between the Parties' properties. Once effective, the Parties' release is expressly intended to be a FULL AND FINAL RELEASE and shall cover and include any and all claims or potential claims, civil or otherwise, past or present, arising from the disputed boundary between the Parties' properties.

III. Purposes: The Easement is for purposes of providing for and maintaining GRANTEE's personal property including GRANTEE's propane tank, "lean-to" shed, fence and shrubbery ("Improvements") including all rights of ingress and egress necessary to accomplish such purposes. This Easement does not include permission to alter or modify Grantor's Parcel without the express written permission of GRANTOR obtained in advance. Any alteration or modification to Grantor's Parcel, or to any improvements, structures or fixtures located thereon shall first be approved in writing by GRANTOR. Permission for said improvements shall not be unreasonably withheld. In the event GRANTEE does alter, change or cause damage to Grantor's Parcel without first obtaining written permission from GRANTOR, GRANTEE shall be responsible to abate and remediate such damage, alteration or change and return Grantor's Parcel to its original condition.

IV. Maintenance:

a. The Easement and Improvements discussed herein shall from time to time require maintenance and upkeep. For and in consideration of the benefit to the GRANTEE hereto, it is agreed that the GRANTEE, their heirs, executors and/or assigns shall bear the cost of the reasonable and necessary maintenance and upkeep of the Easement and improvements thereto, and that this provision for the maintenance and upkeep of the Easement and improvements thereto shall run with the land.

b. If the GRANTEE fails to perform the necessary maintenance and upkeep of the Easement and Improvements thereto within thirty (30) days after delivery of written notice of the need for such upkeep and maintenance, the GRANTOR, its heirs, executors and/or assigns shall have the right to contract and pay for the upkeep and maintenance, and collect from the GRANTEE such costs of upkeep and maintenance. Interest shall accrue to the benefit of the GRANTOR for the cost of upkeep and maintenance at the rate of 12% per annum, or the maximum amount allowed by law, from the date the GRANTOR is reimbursed.

c. If the GRANTEE refuses to pay the costs of upkeep and maintenance within thirty (30) days of receiving notice of the amount due, the GRANTOR may file a lien encumbering the Grantor's parcel for the GRANTOR's costs or file suit seeking reimbursement. The prevailing party in any foreclosure or suit seeking reimbursement is entitled to the reasonable costs and fees of the notice, lien and subsequent foreclosure action if applicable, as well as any reasonable attorney's fees and costs, including the cost of expert witnesses.

V. Compliance With Laws and Rules: The GRANTOR and GRANTEE shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

VI. Reservation of Rights: The GRANTOR and GRANTEE reserve all rights with respect to their property, including, without limitation, the right to grant further easements, licenses and permits to others subject to the rights granted in this Easement.

VII. Subordination: The rights granted herein are subject to permits, leases, licenses and easement, if any, heretofore granted by the GRANTOR or GRANTEE affecting the property subject to this Easement Agreement. The GRANTOR and GRANTEE do not warrant title to their respective property and shall not be liable for defects thereto or failure thereof.

VIII. Successors: The rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns.

IX. No Rights Created in Third Parties: This Easement Agreement and instrument shall not be construed as creating or conveying benefits to any property owner who is not a party to this agreement. Further, the right of ingress and egress conveyed, if any, shall not be construed as to allow the GRANTOR or GRANTEE to expand upon the scope of the Easement or make other use of the Disputed Property inconsistent with the purposes and rights granted herein.

X. Modification: This Easement Agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the signed, written agreement of all parties.

XI. Voluntary Execution: The parties represent, understand and agree that this Easement Agreement is made and entered into as their free and voluntary act, and that the consideration exchanged is sufficient for the purposes herein.

XII. Costs and Attorneys' Fees:

a. Except as otherwise discussed in this Easement Agreement, each party shall bear the cost of their respective attorney's fees and costs incurred to the date of this Easement Agreement.

b. If, however, by reason of any breach or default of this Easement Agreement on the part of either Party hereto it becomes necessary for the other party hereto to employ an attorney, then the prevailing party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses.

c. GRANTOR shall pay the costs of recording this Easement Agreement.

XIII. Jurisdiction and Venue: In the event any action is brought to enforce this Easement Agreement, the parties agree that Washington State law will control. Jurisdiction will be in the State of Washington and venue shall reside exclusively in Skagit County, Washington.

XIV. Notice: Any notice required under the terms of this Easement Agreement shall be deemed delivered three days after such notice is mailed postage pre-paid via Certified mail, return receipt requested, through the U.S. Postal Service to the Party's last known address.

XV. USE OF LAND:

a. GRANTEE agrees and covenants not to transport or use hazardous materials upon the Disputed Property or expose the Disputed Property to hazardous materials of any kind or type whatsoever.

In the event GRANTEE does, whether inadvertently or otherwise expose the Disputed Property to hazardous materials, GRANTEE agrees and covenants to bear the full expense of any cleanup associated with said exposure and to indemnify, hold harmless and defend, to include attorney's fees and costs, GRANTOR, its officers, members, shareholders, economic interest holders, assigns, independent contractors, representatives and employees, from any and all liability that arises or may arise as a result of GRANTEE's use or transport of hazardous materials onto the Disputed Property, and GRANTEE shall be solely liable and responsible for all remedial costs and expenses, including remedial action costs and expenses, and for all natural resource damages resulting from the release or threatened release of oil, toxic waste, toxic material or other hazardous substances of any type or kind on the Disputed Property.

GRANTEE agrees to pay, be responsible for, indemnify, defend and hold harmless GRANTOR from any loss, claim, charge, damage or suit of any kind whatsoever by third parties arising out of or in any manner connected with GRANTEE's use of the Disputed Property,

including, as discussed above, any use relating to the storage, manufacture, testing, use or sale of hazardous or toxic substances. GRANTOR agrees to pay, be responsible for, indemnify, defend and hold harmless GRANTEE from any loss, claim, charge, damage or suit of any kind whatsoever by third parties arising out of or in any manner connected with GRANTOR'S use of the Disputed Property, including any use relating to the storage, manufacture, testing, use or sale of hazardous or toxic substances.

b. GRANTEE shall not use or permit Grantor's parcel, or any part thereof, to be used for any purposes other than those set forth within the terms of this Easement Agreement. No use shall be permitted to be made that shall result in (1) waste on the Disputed Property, (2) a public or private nuisance on the Disputed Property that may disturb the quiet enjoyment of surrounding property owners, (3) improper, unlawful or objectionable use, including sale, storage, or preparation of materials generating an objectionable odor on the Disputed Property, or (4) noises or vibrations on the Disputed Property that may disturb surrounding owners.

c. All personal or business property placed on the Disputed Property by GRANTEE shall be placed there at the risk of GRANTEE. GRANTEE shall pay all taxes assessed on any personal property of GRANTEE.

d. GRANTEE shall not do or suffer anything to be done whereby the land and buildings on which Grantor's Parcel are a part may be encumbered by any mechanic's or materialman's lien; and GRANTEE shall, whenever any such lien is filed against said land and building purporting to be for labor or materials furnished, discharge the same of record within ten (10) days after the date of filing, unless otherwise agreed to in writing by the undersigned parties. In the event Grantor's Parcel is encumbered by any mechanic's or materialman's lien through the sole fault of GRANTEE, its agents, employees, officers, residents, or members, and said lien is not removed within ten (10) days after the date of filing, GRANTOR shall have the right, but not the obligation, to pay such lien and seek to collect from GRANTEE, or to simply seek to collect from GRANTEE to pay the lien. Such collection action shall include, but is not limited to, the right to place a lien upon Grantee's Parcel for the full amount of the lien paid by GRANTOR, as well as the costs and fees, including reasonable attorney's fees and costs, incurred by GRANTOR in removing said the lien.

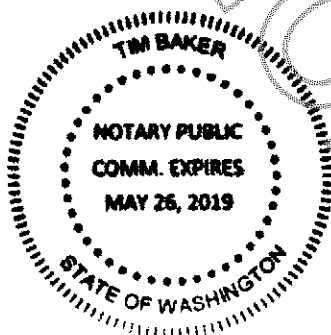
e. GRANTEE shall indemnify, hold harmless and defend, to include attorney's fees and costs, GRANTOR, its officers, members, shareholders, economic interest holders, assigns, independent contractors, representatives and employees from any and all liability that arises or may arise as a result of GRANTEE's use of or entry onto the Disputed Property; to include, but not limited to premises liability or liability for personal injury to persons, property, or intangibles. GRANTOR shall indemnify, hold harmless and defend, to include attorney's fees and costs, GRANTEE, its officers, members, shareholders, economic interest holders, assigns, independent contractors, representatives and employees from any and all liability that arises or may arise as a result of GRANTOR's use of the Disputed Property; to include, but not limited to, premises liability or liability for personal injury to persons, property, or intangibles.

XVI. RUN WITH THE LAND: The Easement burdens Grantor's Parcel for the benefit of Grantee's Parcel only. This Easement Agreement and all rights and obligations described herein

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that SUE RANKIN GOSS is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 23rd day of November, 2015.



Tim Baker
Printed Name: Tim Baker
Notary Public in and for the State of Washington.
My commission expires: _____

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

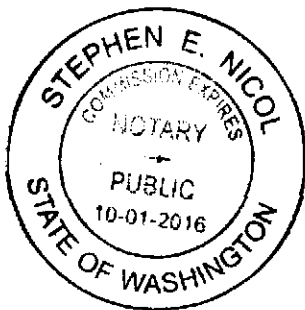
JAN 26 2016

Amount Paid \$
Skagit Co. Treasurer
By MB Deputy

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that BERNIECE M. AARSTAD 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 mentioned in the instrument.

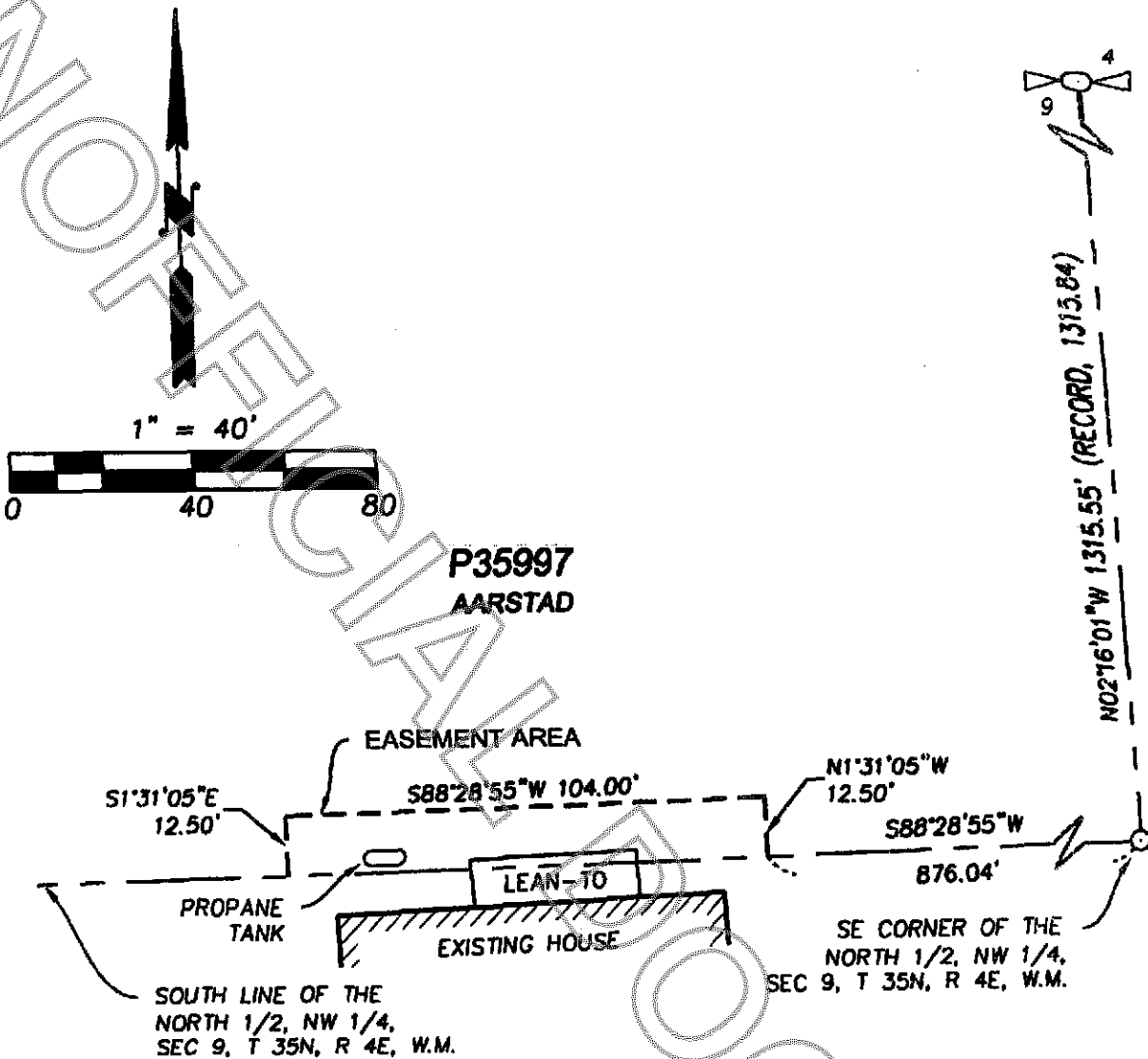
GIVEN under my hand and official seal this 7th day of October, 2015.



Stephen E. Nicol
Printed Name: Stephen E. Nicol
Notary Public in and for the State of Washington.
My commission expires: 10-1-16

GRANTEE'S PARCEL LEGAL DESCRIPTION

TRACT 5 OF THAT CERTAIN 5 ACRE PARCEL SUBDIVISION NO. 128-78, ENTITLED "VALLEY VIEW ESTATES, DIVISION NO. III", APPROVED DECEMBER 8, 1978 AND RECORDED DECEMBER 8, 1978 UNDER AUDITOR'S FILE NO. 892764, IN VOLUME 3 OF SHORT PLATS, PAGE 49 RECORDS OF SKAGIT COUNTY, BEING A PORTION OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH A NON-EXCLUSIVE EASEMENT 30 FEET IN WIDTH FOR INGRESS AND EGRESS AND UTILITIES RUNNING ALONG THE EAST SIDE OF TRACT 11 OF SHORT PLAT NO. 118-77, APPROVED SEPTEMBER 9, 1977 AND RECORDED SEPTEMBER 14, 1977 IN VOLUME 2 OF SHORT PLATS, PAGES 116 AND 117 UNDER AUDITOR'S FILE NO. 864719, RECORDS OF SKAGIT COUNTY, AND ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT 30 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES, RUNNING ALONG THE WEST SIDE OF TRACT 1 OF SHORT PLAT NO. 120-77, APPROVED SEPTEMBER 9, 1977 AND RECORDED SEPTEMBER 15, 1977 IN VOLUME 2 OF SHORT PLATS, PAGES 120 AND 121, UNDER AUDITOR'S FILE NO. 864776, RECORDS OF SKAGIT COUNTY AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT PRIMARILY 60 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SAID SHORT PLAT NO. 127-78 AND ENTITLED VALLEY VIEW ROAD, ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT 30 FEET IN WIDTH ADJACENT TO THE EASTERLY LINE OF TRACT 1 OF SAID SHORT PLAT NO. 128-78 AND SOUTH OF THE SOUTH LINE OF SAID TRACT 1 PRODUCED EAST AND SOUTHERLY OF THE SOUTHERLY LINE OF TRACT 9 OF SAID SHORT PLAT NO. 128-78 PRODUCED SOUTHWESTERLY ALL AS DELINEATED ON THE FACE OF SAID SHORT PLAT NOS. 118-77, 120-77 AND 128-78. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



P36046
GOSS

A PORTION OF THE NW 1/4, SECTION 9, TOWNSHIP 35N, RANGE 4E, W.M.



HARMSSEN & ASSOCIATES INC.
603 SOUTH FIRST STREET
MOUNT VERNON, WA 98273
(360) 336-9199 - WWW.HARMSSENINC.COM

PREPARED FOR:
AARSTAD

JOB NO.
14-130

DATE:
JULY 2014

EXHIBIT B

UNRECORDED
All that portion of the north half of the northwest quarter of Section 9, Township 35 North, Range 4 East, W. M., described as follows:

BEGINNING at a point on the south line of the north half of the northwest quarter of Section 9, Township 35 North, Range 4 East, W. M., said point lying South 88° 28' 55" West 876.04 feet from the southeast corner of said north half;

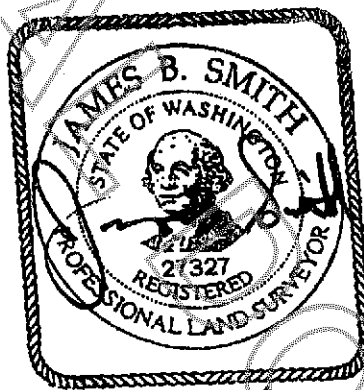
thence North 1° 31' 05" West 12.50 feet;

thence South 88° 28' 55" West 104.00 feet;

thence South 1° 31' 05" East 12.50 feet;

thence North 88° 28' 55" East 104.00 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.



7115/14

DOCUMENT