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Skagit County Auditor

\$77.00

8/30/2016 Page

1 of

5 1:17PM

WHEN RECORDED RETURN TO:

**Bruce F. Biddle
FMB 1043 1004 Commercial Avenue
Anacortes, WA 98221**

DOCUMENT TITLE(S):

Real Estate Easement Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Bruce F. Biddle

Land Title and Escrow

GRANTEE:

Bruce F. Biddle

#156028-

FAE

ABBREVIATED LEGAL DESCRIPTION:

Lots 9 & 10, Blk 202 & Lots 9 & 10, Blk 203, Northern Pacific Add. to Anac.

TAX PARCEL NUMBER(S):

P58273/3809-203-010-0005, P58269/3809-202-010-0007

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on August 23, 2016, by and between Bruce F. Biddle of 2719 Oakes Ave., Anacortes, Washington 98221, hereinafter ("Grantor"), and Bruce F. Biddle of 2719 Oakes Ave., Anacortes, Washington, 98221 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 2719 Oakes Ave., Anacortes, Washington, 98221, and more fully described as follows: Lots 9&10 Block 202 NP to Anacortes, recorded in Vol. 2 of Plats, pg. 9, Records of Skagit County, Washington., (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as Washington, 2719 Oakes Ave., Anacortes Bruce F. Biddle, Lots 9&10 Block 203, NP to Anacortes, Recorded in Vol. 2 of Plats, pg. 9, 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: Lots 9&10 Block 202 NP to Anacortes, recorded in Vol. 2 of Plats, pg. 9, Records of Skagit County, Washington..

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 Providing an essential means of access to the property, through use of the existing driveway on the West side of Grantor's property..

3. Duration and Binding Effect

The easement shall endure 100 years. 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 Providing an essential means of access to the property, through use of the existing driveway on the West side of Grantor's property..

5. Limitations

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 30 2016

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

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to Providing access to the grantee's property through use of the existing driveway along the West side of Grantor's property..

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 have the duty to repair and maintain the property subject to the easement and 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:

B. F. Biddle
BRUCE F. BIDDLE

GRANTEE:

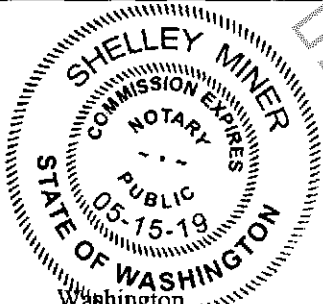
B. F. Biddle
BRUCE F. BIDDLE

ATTACHED TO REAL ESTATE EASEMENT AGREEMENT
DATED AUGUST 23, 2016

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that **Bruce F. Biddle** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 24, 2016



Shelley Miner
Notary Public in and for the State of Washington
Residing at: Mount Vernon
My appointment expires: 5/15/2019

State of Washington }
County of Skagit } SS:

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