

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:



201609160027

Skagit County Auditor \$76.00
9/16/2016 Page 1 of 4 10:56AM

EASEMENT FOR ACCESS

Grantor (s) CAMMOCK, LLC, a Washington limited liability company
Grantee (s) CAMMOCK, LLC, a Washington limited liability company
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Lots 3 & 4, Burl SP SS-3-07
Additional Legal on page(s)
Assessor's Tax Parcel No's: P131223, P131224

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between CAMMOCK, LLC, a Washington limited liability company (hereinafter "Grantor"), and CAMMOCK, LLC, a Washington limited liability company (hereinafter "Grantee").

- 1) GRANTOR, is the owner of the following described parcel of property in the City of Burlington, Skagit County, Washington: ("LOT 3")

LOT 3, BURLINGTON SHORT PLAT NO. SS-3-07, APPROVED OCTOBER 2, 2012, RECORDED OCTOBER 5, 2012, UNDER AUDITOR'S FILE NO. 201210050061.

SITUATE IN SKAGIT COUNTY, WASHINGTON

- 2) GRANTEE is the owner of the following described parcel ("LOT 4")

LOT 4, BURLINGTON SHORT PLAT NO. SS-3-07, APPROVED OCTOBER 2, 2012, RECORDED OCTOBER 5, 2012, UNDER AUDITOR'S FILE NO. 201210050061.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 16 2016

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

GRANTOR, hereby grants and conveys to GRANTEE, a non-exclusive perpetual easement for ingress and egress over and across the following described property, for the purpose of providing ingress and egress to and from LOT 4. GRANTOR retains all rights to the easement area, PROVIDED that GRANTOR'S exercise of such rights do not interfere with the GRANTEE'S rights under this easement.

A portion of Lot 3, Burlington Short Plat No. SS-3-07, approved October 2, 2012 and recorded October 5, 2012 under Skagit County Auditor's File No. 201210050061, being a portion of the Northeast 1/4 of Section 32, Township 35 North, Range 4 East, W.M. for the benefit of Lot 4 of said Burlington Short Plat No. SS-3-07 and being more particularly described as follows:

BEGINNING at the Southwesterly most corner of said Lot 3, Burlington Short Plat No. SS-3-07;
thence South 89°53'50" East along the South line of said Lot 3 for a distance of 12.00 feet;
thence North 10°53'46" West for a distance of 46.62 feet, more or less, to a point on a non-tangent curve and being a Northeasterly corner of Lot 4 of said Burlington Short Plat No. SS-3-07;
thence along the arc of said curve to the left, having an initial tangent bearing of South 6°43'29" West, concave to the Southeast, having a radius of 480.00 feet, through a central angle of 5°28'36", an arc distance of 45.88 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 City of Burlington, County of Skagit, State of Washington.

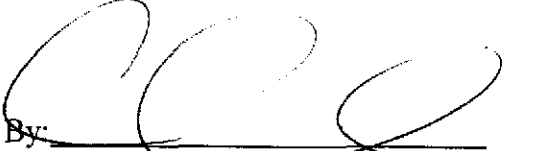
Containing 291 sq ft

- 3) The GRANTEE when exercising its rights to install improvements in the easement area, shall notify GRANTOR of the intended activity and shall restore the easement area to a neat and proper order.
- 4) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by the operation of law.


- 5) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind GRANTEE and GRANTOR, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 6) GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by GRANTEE or GRANTOR, their successors, assigns, contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of GRANTEE, its agents, contractors, invitees or employees, or from any activity, work, or things done, permitted or suffered by GRANTEE or its successors, assigns, contractors, invitees, agents, employees or others in or about the easement area, or caused by any condition or defects now or hereafter existing or occurring in the easement area and improvements now or hereafter located in the easement area.
- 7) GRANTEE shall be solely responsible for any maintenance costs of the easement area.
- 8) There are no verbal or other agreements which may modify or affect this easement. There are no other agreements between the parties relating to any easements of the subject Property other than those describe herein and this easement shall not be construed as applying to any easements not specifically described herein. This easement is an integrated, complete document and constitutes the entire agreement among the parties.
- 9) 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, including all such attorneys fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. 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.

Dated this 15 day of September, 2016

GRANTOR:
CAMMOCK, LLC

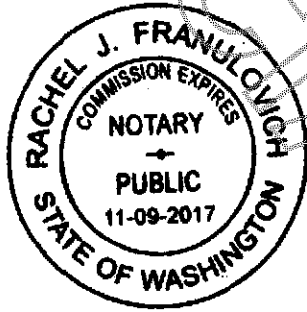
By: 
Craig Cammock, Its Manager

GRANTEE:
CAMMOCK, LLC

By: 
Craig Cammock, Its Manager

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CRAIG CAMMOCK is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of CAMMOCK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: September 15, 2016

Rachel Franulovich
(Signature)

NOTARY PUBLIC

RACHEL FRANULOVICH

Print Name of Notary

My appointment expires: 11/9/2017