

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 22 2016

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



201611220093

Skagit County Auditor  
11/22/2016 Page

1 of

4 3:57PM

\$76.00

**LOTS 11-12 ROAD EASEMENT AND MAINTANANCE AGREEMENT**

This Agreement is entered into this 23<sup>rd</sup> day of September, 2016 by and between Raymond R. Scott, hereinafter referred to as "SCOTT," and Kimberly B. Villani and Shannon M. Villani, hereinafter referred to as "VILLANIS," and Shannon M. Villani, hereinafter SHANNON VILLANI.

**RECITALS**

**WHEREAS**, SCOTT is the sole and exclusive owner of the following described real property located in the County of Skagit, State of Washington, to-wit:

That portion of Lot 14, Block 5, "Plat of Alger" recorded in Volume 4 of Plats, page 9 of records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 14, thence Easterly along the Southerly line of Lot 14, a distance of 180 feet to a true point of beginning; thence North to the North line of lot 14; thence East along the North line to the Northeast corner of Lot 14; thence Southerly along the Easterly line of lot 14 to the Southeast corner thereof; thence Westerly along the Southerly line of Lot 14 to the true point of beginning, (hereinafter "East half of Lot 14") (Skagit County Tax Account and Parcel Numbers 4042-005-014-0104/P70400).

**WHEREAS**, SHANNON VILLANI is the sole and exclusive owner of the following described real property located in the County of Skagit, State of Washington, to-wit:

Lot 13, Block 5, Plat of Alger recorded in Volume 4 or Plats, page 9 of records of Skagit County, Washington, (hereinafter "Lots 11-12") (Skagit County Tax Account and Parcel Numbers 4042-005-013-0006/P70398)

**WHEREAS**, VILLANIS are the sole and exclusive owners of the following described real property located in the County of Skagit, State of Washington, to-wit:

Lots 11 and 12, Block 5, Plat of Alger recorded in Volume 4 or Plats, page 9 of records of Skagit County, Washington, (hereinafter "Lots 11-12") (Skagit County Tax Account and Parcel Numbers 4042-005-012-0007/P70397)

**WHEREAS**, there presently exists easements for road, utilities and maintenance which benefits and burdens the East half of Lot 14 and Lot 13 as described in easement documents recorded under Skagit County Auditor's File Nos. 8204010036, 9502210079 and 200312030016.

**WHEREAS**, portions of Lots 11-12 are presently or may be accessed via lot 13, which benefits from the aforementioned easement documents.

**WHEREAS**, parties SCOTT and SHANNON VILLANI desire to grant a new easement extending certain the rights and privileges under the aforesaid easements to VILLANIS, owners of Lots 11-12; and VILLANIS agree to undertake certain obligations under aforesaid easements. NOW, THEREFORE,

**FOR AND IN CONSIDERATION** of the covenants recited herein, and other valuable consideration, it is hereby agreed as follows:

1. Except as modified herein, any and all terms of the easements referenced in the recitals above shall remain in full force and effect.
2. In the event of any inconsistency between this agreement and the easements referenced in the recitals, the terms and provisions of the agreement shall control.
3. SCOTT and SHANNON VILLANI do hereby grant and convey to VILLANIS, their successors, heirs and assigns, the rights and privileges of ingress and egress over the road easements described in the easement documents recorded under Skagit County Auditor's File Nos. 8204010036 and 9502210079, to access portions of Lots 11-12.
4. SCOTT and SHANNON VILLANI specifically DO NOT grant or convey to VILLANIS, any utilities easements conveyed or amended as described in easement documents recorded under Skagit County Auditor's File Nos. 8204010036 and 9502210079.
5. Should Lots 11-12, 13, and 14 be subdivided, then the owners of the newly created parcels or lots shall have all the road easement rights and duties of the original undivided lots.
6. VILLANIS hereby agree to become parties to Road Easement Maintenance Agreement, hereinafter "Maintenance Agreement", Skagit County Auditor's File No. 200312030016 and the Parties to this agreement agree to amend, modify, expand or restrict the Maintenance Agreement as follows:
  - a. With respect to clauses 1-7, any terms relating to utilities easements DO NOT apply to Lots 11-12.
  - b. With respect to clause 1., as long as Lot 13 and Lots 11-12 are owned by parties in common, pro rata division of costs shall be made as if only the owners of Lots 13 and 14 were parties to the Maintenance Agreement. In the event, Lots 13 and 11-12 are not owned by parties in common, then the pro rata share of costs will be split between the owners of lots 11-12, 13 and 14 respectively.
  - c. With respect to clause 2, not applicable to Lots 11-12 as per (a) above.

- d. With respect to clause 3, as long as Lot 13 and Lots 11-12 are owned by parties in common, decisions concerning maintenance shall be made as if only the owners of Lots 13 and 14 were parties to the Maintenance Agreement. In the event, Lot 13 and Lots 11-12 are not owned by parties in common, then decisions concerning maintenance shall be made by the terms as written in the Maintenance Agreement.
- e. With respect to clause 4, no changes.
- f. With respect to clauses 5 the respective parcels shall be expanded to include Lots 11-12.
- g. With respect to clause 6, the lots subject to this clause shall be expanded to include Lots 11-12.
- h. With respect to clause 7, no change.


IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.



Raymond R. Scott



Shannon M. Villani

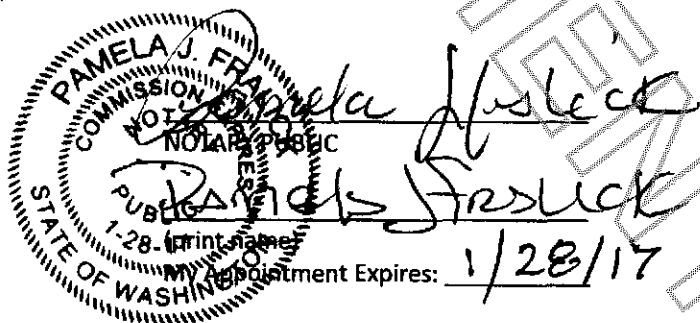


Kimberly B. Villani

STATE OF WASHINGTON  
COUNTY OF ~~SKAGIT~~ Whatcom

I certify that I know and have satisfactory evidence that Raymond R. Scott signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes in this instrument.

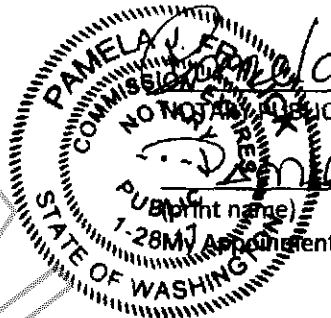
Dated this 23<sup>RD</sup> day of September 2016



STATE OF WASHINGTON  
COUNTY OF SKAGIT *Washcom*

I certify that I know and have satisfactory evidence that Shannon M. Villani signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes in this instrument.

Dated this 23<sup>RD</sup> day of September, 2016



STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know and have satisfactory evidence that Kimberly B. Villani signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes in this instrument.

Dated this 23<sup>RD</sup> day of September, 2016

