

Return Address:

OISEN LAW FIRM PLLC
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Puyallup, WA 98371



201612160146

Skagit County Auditor \$134.00
12/16/2016 Page 1 of 12 1:29PM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- Memorandum of Judgment Re Northern Easement.

Reference Number(s) of Documents assigned or released/stricken: 201404240111

Additional reference on page 4, line 16 of document

Grantor(s) Exactly as name(s) appear on document

- Pasquale J. Senatore, Jr., individually; and
- Pasquale J. Senatore, Jr., as Trustee for the Pasquale J. Senatore, Jr. Trust.

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- Brandon A. Bradshaw, an unmarried person.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range):

That portion of the Northeast 1/4 of the Northeast 1/4 and of the North 78 feet of the Southeast 1/4 of the Northeast 1/4, all in Section 15, Township 34 North, Range 3 East, W.M., lying Southerly of the centerline of the School House Slough and lying East of a line that is parallel with and 300 feet West of the East line of said Section 15, EXCEPT the East 20 feet thereof for the Beaver Marsh County Road. Situate in the County of Skagit, State of Washington.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

P22004

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

ORIGINAL

MEMORANDUM OF JUDGMENT RE NORTHERN EASEMENT

THIS MEMORANDUM OF JUDGMENT RE EASEMENT is made on December 14, 2016.

On October 27, 2016, the Honorable Michael Rickert entered the attached Findings of Fact, Conclusions of Law, and Judgment, in Snohomish County Superior Court for the State of Washington, regarding a lawsuit captioned *Senatore v. Bradshaw*, Cause No. 15-2-00925-0 ("Judgment").

According to paragraphs 4-6 at page 4 of the Judgment:

4. The Plaintiffs' Deed did not convey a Northern Easement to plaintiff Pasquale Senatore.
5. The Plaintiffs do not own the Northern Easement.
6. The Plaintiffs' letter dated March 5, 2014 (and recorded April 24, 2014) is incorrect and shall be STRICKEN.

DATED this 14th day of December, 2016.



Walter H. Olsen, Jr.
Attorney for Brandon A. Bradshaw

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that WALTER H. OLSEN, JR. is the person who appeared before me, and said person acknowledged that he signed this Memorandum of Judgment Re: Northern Easement, and on oath stated that he was authorized to execute the instrument on behalf of Brandon A. Bradshaw, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: December 14, 2016.



Janice L. Munson
Janice L. Munson
NOTARY PUBLIC in and for the State of
Washington, residing at Kent
My Appointment expires: 8.20.2018

UNRECORDED DOCUMENT

UNOFFICIAL DOCUMENT

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SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA
2016 OCT 27 AM 11:00

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAGIT

PASQUALE J. SENATORE, JR., in his individual capacity and as trustee for the PASQUALE J. SENATORE, JR. TRUST,

NO. 15-2-00925-0

Plaintiffs,

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT

vs.

BRANDON A. BRADSHAW, an unmarried person,

Defendant.

THIS MATTER came before the Court for a bench trial on February 29, 2016. The Court having considered the exhibits admitted into evidence and the witnesses testifying at trial, does hereby enter the following:

FINDINGS OF FACT

1. Hilda Gertrude Allquist executed a Last Will and Testament on May 23, 1983 ("Will"). In her Will, Hilda Allquist referred to her real property as "the home place property". The Will bequeathed to her son, Robert L. Allquist, a portion of the home place property commonly known as 14260 Beaver Marsh Road, which the Will described as "...that portion of the East 300 feet, measured from the centerline of the road, lying southerly of the centerline of

ORIGINAL

1 the slough on the North side of the property" (the "Eastern Property").

2 2. In her Will, Hilda Allquist bequeathed the remainder of her home place property
3 equally to her son, Robert L. Allquist, and her daughter Doris King (the "Western Property").

4 3. The Will also reserved a non-exclusive easement across the Eastern Property,
5 which the Will described as "over and across the northerly 30 feet of the East 300 feet, which
6 easement would follow the edge of the slough and be for ingress and egress for the remainder of
7 the home place property" (the "Northern Easement").

8 4. Following Hilda Allquist's death on December 26, 1992, the Will was admitted to
9 Probate in Skagit County Superior Court.

10 5. On August 3, 1993, a survey of the home place property (the "Survey") was
11 recorded with the Skagit County Auditor.

12 6. On August 10, 1993, an Order of Segregation was entered in Probate, which
13 segregated the Eastern Property from the Western Property, and described the Eastern Property
14 as follows:

15 **"PARCEL A" of that certain document filed for record**
16 **on the 3rd day of August, 1993, in Book 14 of Surveys**
17 **at Page 149, under Auditor's File Number 9308030059,**
records of Skagit County, Washington, more particularly
known as the parcel created by the Last Will and
Testament of Hilda Gertrude Allquist as follows:

18 **A portion of the real property situate in the Northeast**
19 **quarter of Section 15, Township 34 North, Range 3 E.W.M.,**
20 **situate in Skagit County, Washington. The home property**
21 **would be that portion of the East 300 feet, measured**
22 **from the center line of the road, lying southerly of**
23 **the center line of the slough on the North side of the**
24 **property. This devise is subject to a non-exclusive**
easement over and across the northerly 30 feet of the
East 300 feet, which easement would follow the edge of
the slough and be for ingress and egress for the
remainder of the home place property.

///

///

1 7. On August 27, 1993, Robert L. Allquist, as Personal Representative of the Will
2 and the Estate, signed a Statutory Warranty Deed conveying the Western Property to plaintiff
3 Pasquale Senatore (the "Plaintiff's Deed"). The Plaintiff's Deed was recorded on September 2,
4 1993.

5 8. The Plaintiff's Deed conveyed an access easement to plaintiff Pasquale Senatore
6 for ingress/egress across the southern 30 feet of the Property, which was not provided in the Will
7 (the "Southern Easement").

8 9. The Plaintiff's Deed did not convey the Northern Easement to plaintiff.

9 10. On November 10, 1993, Robert L. Allquist, as Personal Representative of the
10 Will and the Estate, signed a Statutory Warranty Deed conveying the Eastern Property to
11 Robert L. Allquist individually. The Statutory Warranty Deed was recorded on March 15, 1994.

12 11. On April 7, 1994, the Plaintiff's Deed was amended and re-recorded by plaintiff
13 Pasquale Senatore. The amended Deed changed a distance describing the conveyed property,
14 but did not convey the Northern Easement to plaintiffs.

15 12. On April 10, 2003, Robert L. Allquist, as an individual, signed a Quit Claim Deed
16 conveying the Eastern Property to his daughter, Cindy Allquist-Frank. The Quit Claim Deed
17 was recorded on April 10, 2003.

18 13. On February 27, 2006, Cindy Allquist-Frank, as an individual, signed a Statutory
19 Warranty Deed conveying the Eastern Property to defendant Brandan A. Bradshaw. The
20 Statutory Warranty Deed was recorded on February 28, 2006.

21 14. In May 2008, defendant installed a fence that is at least 30 feet south of the
22 northern boundary of the Eastern Property. The fence was installed

23 in the disputed area. near
24

1 15. On April 24, 2014, plaintiff Pasquale Senatore recorded a letter dated March 5,
2 2014 in which he claimed that he owned the Northern Easement.

3 **CONCLUSIONS OF LAW AND JUDGMENT**

4 1. This Court has jurisdiction in this action.

5 2. The Probate Court's Order of Segregation dated August 10, 1993, segregated the
6 Eastern Property from the Western Property, and created a testamentary easement across the
7 Eastern Property to access the Western Property. The location of the testamentary easement is
8 over and across the northerly thirty (30) feet of the Eastern Property as identified by the Survey
9 that is referenced in the Order of Segregation, *extending 30 feet southerly from*
10 ~~that is referenced in the Order of Segregation, i.e., as measured by the top of the bank to the~~
~~Schoolhouse Slough, which is the northern boundary of the Eastern Property.~~ *nr*

11 3. The Plaintiffs' Deed dated August 27, 1993, conveyed a Southern Easement to
12 plaintiff Pasquale Senatore.

13 4. The Plaintiffs' Deed did not convey a Northern Easement to plaintiff
14 Pasquale Senatore.

15 5. The Plaintiffs do not own the Northern Easement.

16 6. The Plaintiffs' letter dated March 5, 2014 (and recorded April 24, 2014) is
17 incorrect and shall be STRICKEN.

18 7. Plaintiffs' claims for Declaratory Judgment is GRANTED as provided above.

19 8. Plaintiffs' claims for Ejectment, Quiet Title, and Permanent Injunction are
20 dismissed with prejudice and without attorney fees or costs to either party.

21 9. Plaintiffs' claim for a prescriptive easement is dismissed without prejudice and
22 without attorney fees or costs to either party.

23 10. Plaintiffs' Motion for Clarification of Oral
24

1 Decision is DENIED.

2 11. Neither party is entitled to attorney fees or costs because neither party prevailed in
3 this action.

4 DATED this 21 ^{October} day of ~~May~~, 2016.

5 

6 Honorable Michael Rickert

7 Presented by:

8 OLSEN LAW FIRM PLLC

9 By _____

10 Walter H. Olsen, Jr., WSBA #24462
11 Attorney for Defendant

12 Form approved:

13 LAW OFFICE OF SCOTT THOMAS

14 By  _____

15 Scott G. Thomas, WSBA #23079
16 Attorney for Plaintiffs



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Skagit County Auditor

\$75.00

4/24/2014 Page

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4 3:47PM

AFTER RECORDING MAIL TO:

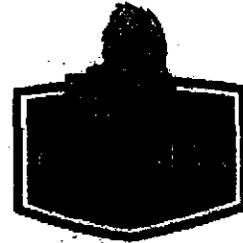
Name _____

Address _____

City / State _____

Document Title(s): (or transactions contained therein)

- 1. *LETTEL*
- 2.
- 3.
- 4.



Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

- 1. *PAT SEWATKIE*
- 2.
- 3.
- 4.

5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

- 1. *BRANDON BRADSHAW*
- 2.
- 3.
- 4.

5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

15-34-03 SENE

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

P 22004

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

March 5, 2014

Brandon Bradshaw
14260 Beaver Marsh Road
Mount Vernon, WA 98273

Dear Mr. Bradshaw:

I have spent some time reviewing your January 13, 2014 letter in response to my earlier letters regarding the easement width and location. I remain concerned about your fences and gates and desire that you move them to comply with the 30-foot easement as set forth in the will of Hilda Allquist. Said will clearly reads: "which easement would follow the edge of the slough", and is correctly shown on the Survey made on behalf of Bob Allquist in 1993 and recorded as Auditor's File No. 9308030059 long before your purchase.

In regards to your specific comments:

I did not have to talk with you in the last five years about the situation though contrary to your last comment I have driven through from time to time. Thus I know from personal usage, that said fence and gates as constructed are an obstacle for larger farm equipment which is the reason that I desire that the fence be moved.

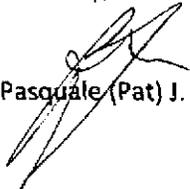
I stongly disagree with your contention that the easement "begins specifically on the centerline of the School House slough", as quoted above it specifically begins at the edge of the slough.

I am glad to know that you apparently discussed the issue with the Dike District prior to building the fence but you did not consult with me about my easement rights and the Dike District cannot speak for me.

You are correct that I have another easement to my house but I have rights to this 30-foot easement over your property which I need to use primarily for larger farm equipment, which rights I do not wish to relinquish.

Therefore, please rebuild your fence and/or gates in such a way as I can fully utilize the full 30-foot wide easement that I'm entitled to use.

Sincerely,


Pasquale (Pat) J. Senatore



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Skagit County Auditor

\$75.00

4/24/2014 Page

2 of

4 3:47PM

2 FEB 16 1993

3 OF

4 HILDA GERTRUDE ALLQUIST

5 By [Signature] Skagit County Clerk
6 Deputy

7 93-4-47-2

8 I, HILDA GERTRUDE ALLQUIST, residing at Mount Vernon,
9 Skagit County, Washington, declare this to be my Last Will
10 and revoke all former Wills and Codicils.

11 ARTICLE I

12 Identification of Beneficiaries

13 I declare that I am a widow and that I have two (2)
14 children, namely, ROBERT L. ALLQUIST and DORIS KING.

15 ARTICLE II

16 Specific Devise and Bequest

17 I devise and bequeath my home and household furniture and
18 furnishings to my son, ROBERT L. ALLQUIST, or if he fail to
19 survive me, then to his daughter, CYNTHIA ANN HOSTTLER.

20 My home is defined as a portion of the real property
21 which I now own situate in the Northeast quarter of Section
22 15, Township 34 North, Range 3 E.W.M., situate in Skagit
23 County, Washington. The home property would be that portion
24 of the East 300 feet, measured from the center line of the
25 road, lying southerly of the center line of the slough on
26 the North side of the property. This devise is subject to a
27 non-exclusive easement over and across the northerly 30 feet
28 of the East 300 feet, which easement would follow the edge
29 of the slough and be for ingress and egress for the remainder
30 of the home place property.

31 ARTICLE III

32 Devise and Bequest of Residue

The residue of my estate I devise and bequeath equally
to my son, ROBERT L. ALLQUIST, and my daughter, DORIS KING.
If either of my children be deceased, the share to which
such deceased child would be entitled shall be distributed
to his or her children by right of representation.

ARTICLE IV

Appointment of Personal Representative

I nominate my son, ROBERT L. ALLQUIST, as sole executor
of this, my Last Will and Testament, or if he be unable or
declines to act, then my daughter, DORIS KING, as sole
executrix. Any named executor or executrix is authorized to

Testatrix's Initials H. G. A.

Date May 23 1983



January 13, 2014

Pasquale J. Senator, Jr.
P.O. Box 2272
Mount Vernon, WA 98273

Dear Mr. Senator:

I am in receipt of your letters, both of which are dated October 22, 2013, but I did not receive the second one until December 5, 2013.

First of all my fence has been in place for almost five years and never once have you said anything about it.

I am well aware of the thirty foot non exclusive easement on the Northern portion of my property which by the way begins specifically on the centerline of the School House Slough, per Exhibit A of my deed and per the Will of Mrs. Allquist, not thirty feet from the bank. The survey notes that as well, however after researching it, the drawing on the survey you provided is incorrect.

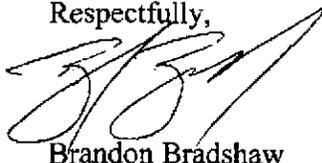
Prior to installing my fence I consulted with and had the dike district come out and inspect the area to make sure my fence would not interfere with the non exclusive easement. I was assured by them it would not.

All information not only provided by you, but what I have researched and had reviewed, clearly shows that my fence does not interfere with the easement.

Therefore, I find it interesting that you of all people who has access to your property from your own driveway should hassle me. You have not in the entire time I have lived here used the easement and most likely never will.

I am hopeful this letter concludes any issue over the non exclusive easement.

Respectfully,


Brandon Bradshaw

