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Skagit County Auditor
12/21/2016 Page

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When Recorded-Return To:

**Brian E. Clark, Attorney
Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273**

DOCUMENT TITLE(s): *(or transactions contained therein)*

**DEED OF DRIVEWAY EASEMENT WITH DRIVEWAY MAINTENANCE
AGREEMENT**

GRANTOR(s): *(last name, first name and initials)*

**HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.**

☐ *Additional names on page ____ of document*

GRANTEE(s): *(Last name, first name and initials)*

**HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.**

☐ *Additional names on page ____ of document*

ABBREVIATED LEGAL DESCRIPTION: *(i.e., lot, block, plat or quarter, quarter, section, township and range):*

**N ½ Gvt Lot 2, S18 T35N R3 EWM;
N ½ SW ¼ NE ¼ S18 T35N R3 EWM;
Ptns Gvt Lot 1 and NW ¼ NE ¼ S18 T35N R3 EWM**

☐ *Additional legal on pages 7, 8 & 9 of document*

ASSESSOR'S PARCEL/TAX I.D. NUMBERS: 350318-1-002-0002, P34458;
350318-1-003-0001, P34459

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ *Additional reference numbers on page ____ of document*

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 21 2016

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

**DEED OF DRIVEWAY EASEMENT AND
DRIVEWAY MAINTENANCE AGREEMENT**

This Agreement is made this 19 day of December, 2016, by and among Claudia M. Decato ("Decato"), Anne E. Knott ("Knott"), and Norman W. Hoffman ("Hoffman"), collectively referred to as "Parties" or "Parcel Owners".

I. RECITALS

A. Hoffman is the owner of Skagit County Tax Parcel No. Parcel P34459, the legal description of which is attached as Exhibit "A" (hereinafter referred to as "Parcel A").

B. Decato and Knott are the co-owners of Skagit County Tax Parcel No. 34458 which adjoins Parcel A, the legal description of which is attached as Exhibit "B" (hereinafter referred to as "Parcel B").

II. AGREEMENT

NOW, THEREFORE, for sufficient and adequate consideration, the value of which is acknowledged by all Parties, the Parties hereby agree to the following.

1. **Deed of Easement for Ingress, Egress and Turnaround.** Subject to the covenants, terms and conditions of this Agreement, Hoffman, Decato, and Knott hereby deed, convey and quit claim to each other a 20.00 foot wide non-exclusive mutually beneficial easement for ingress and egress over, under and across a portion of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 3 East, W.M., said 20.00 foot wide easement being 10.00 feet North and 10.00 feet wide South of the following described line:

BEGINNING at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast Section corner);
thence North 0°06'06" East, 1,332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'arcy Road;
thence South 88°56'24" West along said centerline of D'arcy Road, 1,332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'arcy Road with the centerline of the Bayview-Edison Road;

thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M., by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2,692.50 feet to an angle point in the centerline.

thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the Easterly extension of a gravel driveway;

thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the Westerly right of way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;

thence continue North 89°38'28" West along the centerline of said gravel drive for a distance of 324.00 feet to reference Point "A";

thence continue North 89°38'28" West for a distance of 40.00 feet to reference Point "B";

thence continue North 89°38'28" West along said centerline or centerline extended, for a distance of 36.00 feet, to the terminus of said line.

Side lines of said easement are to terminate at the West margin of Bayview-Edison Road on the East and at the West line of Skagit County Assessor's Parcel No. P-34458, and its Southerly extension, on the West.

An easement for vehicle turnaround is additionally provided over, under and across a portion of Skagit County Assessor's Parcel No. P-34459 for the benefit of Skagit County Assessor's Parcel No. P-34458 being more particularly described as follows:

Commencing at the above-referenced Point "A";

thence South 0°21'32" West for a distance of 10.00 feet to the Southerly margin of the above described 20.0 foot wide ingress and egress easement and being the TRUE POINT OF BEGINNING;

thence continue South 0°21'32" West for a distance of 20.00 feet;

thence North 89°38'28" West for a distance of 30.00 feet;

thence North 0°21'32" East for a distance of 20.00 feet to said Southerly margin of the 20.0 foot wide ingress and egress easement at a point bearing North 89°38'28" West from the TRUE POINT OF BEGINNING;

thence South 89°38'28" East along said Southerly margin for a distance of 30.00 feet to the TRUE POINT OF BEGINNING.

An easement for vehicle turnaround is additionally provided over, under and across a portion of Skagit County Assessor's Parcel No. P-34458 for the benefit of Skagit County Assessor's Parcel No. P-34459 being more particularly described as follows:

Commencing at the above-referenced Point "B";

thence North 0°21'32" East for a distance of 10.00 feet to the Northerly margin of the above described 20.0 foot wide ingress and egress easement and being the TRUE POINT OF BEGINNING;

thence continue North 0°21'32" East for a distance of 4.40 feet;

thence North 89°38'28" West for a distance of 35.84 feet, more or less, to the Westerly line of said Parcel P-34458;

thence South 0°59'48" West along said Westerly line for a distance of 4.40 feet, more or less, to said Northerly margin of the 20.0 foot wide ingress and egress easement at a point bearing North 89°38'28" West from the TRUE POINT OF BEGINNING;

thence South 89°38'28" East along said Northerly margin for a distance of 35.89 feet, more or less, to the TRUE POINT OF BEGINNING.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All situated in the County of Skagit, State of Washington.

The easements granted herein are shown on Exhibit "C" attached hereto.

2. **Maintenance and Repair Costs.** The owner of Parcel A shall be responsible for maintaining the easement as a gravel driveway and turn-around space consistent with its current condition (with rock-chip cover). The maintenance shall include (but not be limited to) grading, adding gravel or rock chips, general repair and patching needed from normal use, and weed control. The owner of Parcel A shall be responsible for all costs of maintenance of the easement in this manner. If the owner of Parcel A fails to maintain the easement as provided herein, the owners of Parcel B may perform such maintenance provided the owner of Parcel A is first provided with at least 45 days advance written notice of an intent to perform such maintenance (specifying in reasonable detail the work that is proposed to be performed and the reason therefor) and the owner of Parcel A has failed to perform such maintenance within that 45 day period. In such case the owner of Parcel A shall reimburse the owners of Parcel B for their costs in performing such maintenance.

Any damage that substantially interferes with use of the driveway done by a Parcel Owner (or his/her invitee) shall be the responsibility of that owner for immediate repair at his/her expense. Repairs shall be made in such manner so that the damaged area is placed back into a condition that is consistent with its current condition.

3. **Use of Easement.** The easement property shall be maintained to provide ingress and egress and turnaround space to the Parcel Owners' properties for vehicles and individuals that is substantially consistent with current use both as to type of use and amount of use. It may be used for emergency services, guests of owners, lessees, and invitees. Each Parcel's Owners and described visitors may have use of the driveway without any form of interference resulting from the actions of any Parcel Owner or other authorized user. No vehicles, trailers, machinery, or other property may be parked or stored within the easement area other than on a temporary basis for loading or unloading, and any such temporary parking shall not impede the reasonable use of the driveway by others. The Parcel Owners shall keep the easement property

clear of any material objects that may substantially obstruct or hinder the use of the easement as provided herein.

4. Installation and Maintenance of Utilities. Each Parcel Owner may have utilities benefitting such Owner's property placed on, over or under the easement property so long as the same does not interfere with the intended use of the easement. Each Parcel Owner shall pay for their own utility installation and utility maintenance costs. To the extent utilities are installed that benefit more than one parcel, then the Parcel Owners shall share in the cost (with respect to that portion of said utility in the easement path), based upon a formula of proportional benefit to each parcel. The Parties hereto agree that utility installations shall be underground to the extent economically feasible, considering the terrain and soil conditions.

5. Good Faith. The Parties agree to exercise their best good faith efforts to resolve any disputes arising out of the easement deeded herein or this Agreement. Should the Parties be unable or unwilling to amicably resolve any dispute concerning the easement, including the interpretation of this document, or their proportionate share of expenses relating to installation and/or maintenance of the driveway or utilities, then the Parties agree to submit the matter to arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the Parties further agree that the result reached in such arbitration shall be binding and not appealable. The prevailing Party or parties shall be entitled to an award of reasonable attorneys' fees and costs of such action as determined in the sole discretion of the arbitrator.

6. Successor/Assigns. The benefits, burdens, and covenants created by this Agreement and the easement deeded herein shall be deemed to run with the land and bind the respective parcels covered by said easement and benefit Parcel A and Parcel B, the Parties hereto and their respective heirs, successors, and assigns, and all persons possessing the property by, through, or under, the parties hereto or their respective heirs, successors, and assigns. Notwithstanding the foregoing, if more than one additional residential property is added to Parcel A or Parcel B, the rights created by this easement shall not extend to the owners or occupants of any such additional residential property without the express written agreement of all owners of Parcel A and Parcel B or any subdivision thereof. This shall not be construed as allowing any use that is inconsistent with the use limitation provisions of paragraph 3.

7. Entire Agreement. The terms of this agreement shall supersede any and all other similar easement and related agreements between the parties hereto or their predecessors, to the extent there are any conflicting provisions. In particular, this easement supersedes and relinquishes that certain 30.00 foot wide easement referenced in Quit Claim deeds to Norman Hoffman recorded under Skagit County Auditor's File No. 200207080119 and to Catherine C. Hoffman under Skagit County Auditor's File No. 200212240003.

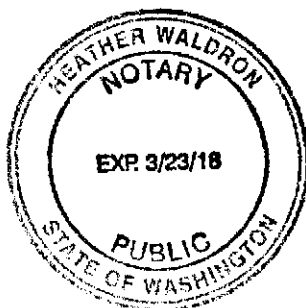
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Claudia M. Decato
Claudia M. Decato

Anne E. Knott

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Executed this 16 day of December, 2016



Heather Waldron
[PRINT NAME] HEATHER WALDRON

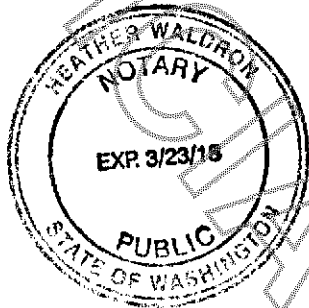
NOTARY PUBLIC for the State of Washington,
residing at Alt Vernon, WA

My appointment expires: 3-23-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Claudia M. Decato** 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.

Executed this 16th day of December, 2016



Heather Waldron
[PRINT NAME] HEATHER WALDRON

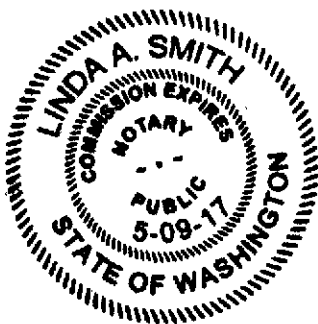
NOTARY PUBLIC for the State of Washington,
residing at Ft. Vernon, WA

My appointment expires: 3-23-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **Anne E. Knott** 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.

Executed this 19th day of December, 2016



Linda A. Smith
[PRINT NAME] Linda A Smith

NOTARY PUBLIC for the State of Washington,
residing at Spokane

My appointment expires: 5-9-17

EXHIBIT "A"

The North 1/2 of Government Lot 2 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

And the North 1/2 of the Southwest 1/4 of the Northeast 1/4 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

AND ALSO those portions of Government Lot 1 and the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 3 East, W.M. lying southerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast section corner);
thence North 0°06'06" East, 1332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'Arcy Road;
thence South 88°56'24" West along said centerline of D'Arcy Road, 1332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'Arcy Road with the centerline of the Bayview-Edison Road;
thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M. by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2692.50 feet to an angle point in the centerline;
thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the easterly extension of a gravel driveway;
thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North 89°38'28" West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North 0°59'48" East, 260.00 feet;
thence North 89°38'28" West, 888.42 feet;
thence South 0°14'38" West, parallel with the North-South centerline of said Section 18, 132.00 feet;
thence North 89°38'28" West, 1756.7 feet, more or less, to the centerline of the existing dike along the shore of Padilla Bay;
thence continue North 89°38'28" West to the West line of said Government Lot 1 and being the terminus of said line.

EXCEPT road right-of-way;

AND ALSO EXCEPT any drainage or dike rights-of-way, if any;

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(See Lot of Record Certification recorded under Skagit County Auditor's File No.
201503030065)

EXHIBIT "B"

That portion of the Northwest 1/4 of the Northeast 1/4 lying Northerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast Section corner);
thence North 0°06'06" East, 1,332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'arcy Road;
thence South 88°56'24" West along said centerline of D'arcy Road, 1,332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'arcy Road with the centerline of the Bayview-Edison Road;
thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M., by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2,692.50 feet to an angle point in the centerline;
thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the Easterly extension of a gravel driveway;
thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the Westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North 89°38'28" West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North 0°59'48" East, 260.00 feet;
thence North 89°38'28" West, 888.42 feet, more or less, to the West line of the Northwest 1/4 of the Northeast 1/4 and terminus of the line;

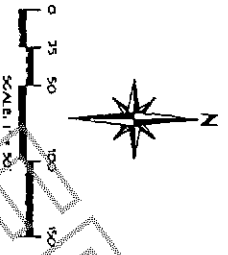
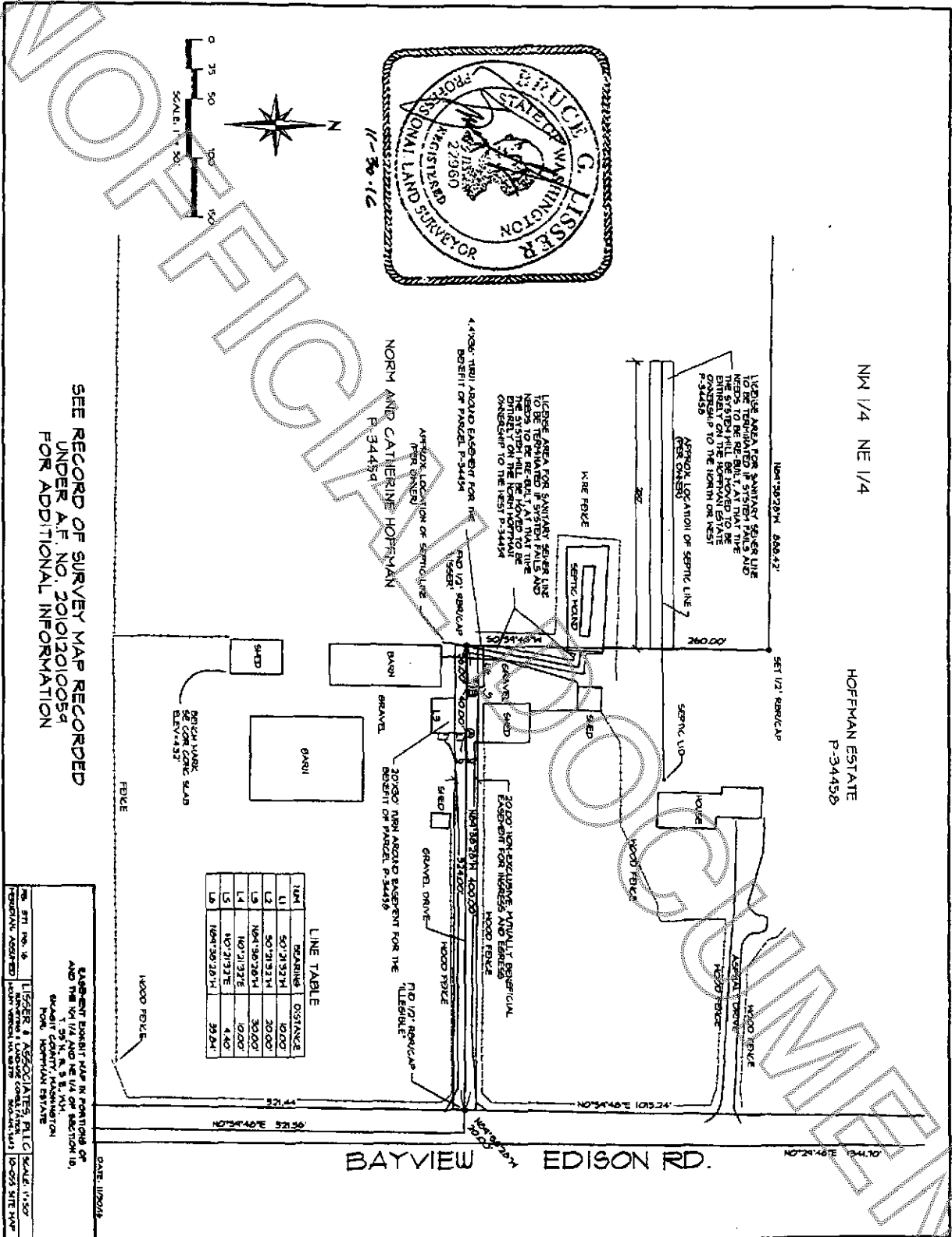
EXCEPT road and ditch rights-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(Note: Parcel P-34458 is not a separate certified lot, it attaches to P-34448 per Skagit County Lot of Record Certification recorded under Skagit County Auditor's File No. 201503030064).

EXHIBIT C



SUBMIT EXHIBIT MAP IN PORTION OF
 AND THE 1/4 NE 1/4 SECTION 10,
 SHERMAN COUNTY, WASHINGTON
 FOR HOFFMAN ESTATE
 LISSNER & ASSOCIATES, PLLC
 1100 1/2 AVENUE, SUITE 100
 SEASIDE, WASHINGTON 98138
 DATE: 11/20/04