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Skagit County Auditor

\$80.00

4/12/2017 Page

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8 11:11AM

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Robert Raish & Ann Raish
15253 Josh Wilson Road
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20171464
APR 12 2017

Amount Paid \$ 539.⁰⁰
Skagit Co. Treasurer
By *nan* Deputy

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

Grantor: JOEL GARDNER & DENICE GARDNER, husband and wife
Grantee: ROBERT J. RAISH & ANN M. RAISH, husband and wife

Abbreviated Legal: Lot 1, SP PL-10-0151, Ptn SE 1/4 of SW 1/4, 27-35-3 E.W.M.
Ptn NW 1/4 of SW 1/4, and Ptn NE 1/4 of SW 1/4, 27-35-3 E.W.M.

Assessor's Tax Parcel Nos.: P34860, P34863, P133629, P34874

I. DESCRIPTION OF PROPERTY

GRANTORS, JOEL GARDNER & DENICE GARDNER, husband and wife, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Gardner Lot"), which is more particularly described on the attached Exhibit "A";

GRANTEES, ROBERT J. RAISH & ANN M. RAISH, husband and wife, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Raish Lot"), which is more particularly described on the attached Exhibit "B";

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED, JOEL GARDNER & DENICE GARDNER, husband and wife, (hereinafter referred to as "Grantors"), in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and conditions hereinafter set forth, establish, give, grant, convey and warrant to ROBERT J. RAISH & ANN M. RAISH, husband and wife, (hereinafter referred to as "Grantees"), including any after acquired title in the interests conveyed

herein, a non-exclusive, perpetual easement for ingress, egress and utilities, over, under and across the following described property:

The west sixty (60') feet of the Gardner Lot.

Situated in Skagit County, Washington.

III. GENERAL PROVISIONS

- 1) Agreement is Appurtenant. Grantors and Grantees hereby agree that the Raish Lot and the Gardner Lot (collectively the "Lots") are, and will be, held, sold and conveyed subject to, benefited by and burdened by this Agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the Lots. The use of the term "Lot" in this Agreement shall refer to any one of the Lots or any portion thereof. The use of the term "Lot Owner" in this Agreement shall refer to all Grantors, Grantees and their successors in interest. Any right of JOEL GARDNER & DENICE GARDNER, husband and wife, to the easement area will transfer to any transferee of the Gardner Lot.
- 2) Damage to Improvements. In the event that a Lot Owner causes identifiable damage to improvements in the easement (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the improvements), then that Lot Owner shall, as soon as is reasonably possible, immediately restore the improvements to as good or better condition than the improvements were in prior to the damage by the Lot Owner. If the Lot Owner does not reasonably comply with the provisions of this Section within thirty (30) days of receipt of a written demand to repair such damage, then the other Lot Owners shall have the right to repair the damage and the Lot Owner that caused the damage shall be responsible for the full cost of the repair.
- 3) Maintenance of Improvements. Any costs incurred in maintenance of improvements in the easement area shall be divided into equal shares, with each Lot Owner receiving one share for each buildable lot owned by the Lot Owner.

Notwithstanding anything to the contrary, no share of maintenance cost shall be allocated to a vacant buildable lot. A vacant buildable lot is a buildable lot which contains no structures.

Notwithstanding anything to the contrary, no share of maintenance cost shall be allocated to a buildable lot if the buildable lot does not utilize the improvement subject to the maintenance at or prior to the time such maintenance occurs. In the event that a buildable lot is subsequently connected to the improvement, then the buildable lot shall be allocated a share of any maintenance cost incurred after the buildable lot is connected to the

improvement. For example, if a buildable lot is not connected to a water line placed within the easement area at the time maintenance occurs, then no share of the maintenance cost related to the water line will be allocated to the buildable lot. If the buildable lot is subsequently connected to the water main, then a share of the cost of any maintenance performed after the date of connection will be allocated to the building lot.

No share of maintenance cost shall be allocated to a lot that is not a buildable lot.

A Lot Owner shall pay the Lot Owner's share of all maintenance costs within thirty (30) days of completion of such maintenance.

- 4) Timber. All timber within the easement area shall remain the property of the owner of the Gardner Lot. In the event that the owner of the Raish Lot wishes to make improvements in the easement area, the owner of the Gardner Lot shall have the right to require all timber cut within the easement area to be stacked on a designated location on the Gardner Lot or may require that all timber cut within the easement area be disposed of as part of construction of any such improvements.
- 5) This Agreement and the easements granted herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Lot Owners, or by the operation of law.
- 6) Each Lot Owner hereby agrees to indemnify and hold harmless the other Lot Owners, and their successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the easement area by the indemnifying Lot Owner and/or their guests, invitees, licensees, contractors, and agents and/or all other persons whose use of the easement area arises out of or is in any way related to the indemnifying Lot Owner.
- 7) The benefits, burdens, and covenants of this Agreement and the easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantees' property, the Grantors and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.
- 8) The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 9) The easement granted herein shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.

- 10) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 11) This Agreement shall be construed and governed by the laws of the State of Washington.
- 12) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- 13) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 14) 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. 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, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.
- 15) The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

DATED this 11 day of April, 2017.



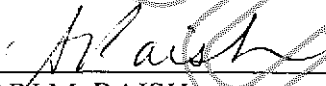
JOEL GARDNER



ROBERT J. RAISH



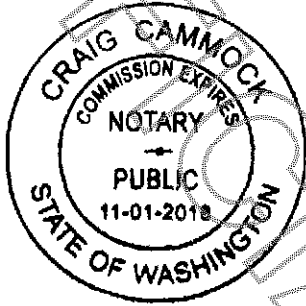
DENICE GARDNER



ANN M. RAISH

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ROBERT J. RAISH is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



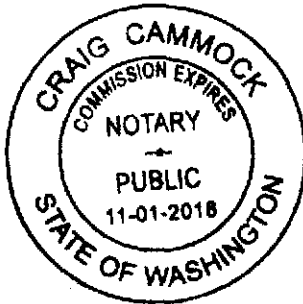
Dated: 7-9-17

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-2018

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ANN M. RAISH is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7-9-17

(Signature)
NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary
My appointment expires: 11-1-2018

Exhibit "A"
The "Gardner Lot"
Skagit County Assessor's Parcel# P34874

Lot 1, Short Plat No. PL-10-0151, approved July 21, 2010, recorded July 21, 2010 under Auditor's File No. 201007210020, and being a portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 27, Township 35 North, Range 3 East, W.M.

Situated in the County of Skagit, State of Washington.

Exhibit "B"
The "Raish Lot"

Skagit County Assessor's Parcel#'s P34860, P34863, P133629

Parcel "A":

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 35 North, Range 3 East, W.M., EXCEPT the East 25 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 101637.

TOGETHER WITH a perpetual easement for right of way for roadway and utilities over the West 25 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 35 North, Range 3 East, W.M., EXCEPT the South 30 feet thereof conveyed to Skagit County for road by deed recorded under Auditor's File No. 100604.

Situated in Skagit County, Washington.

Parcel "B":

The East 165 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 35 North, Range 3 East, W.M.

Situated in Skagit County, Washington.