



201705240087

Skagit County Auditor

\$77.00

5/24/2017 Page

1 of

5 3:29PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 24 2017

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

WHEN RECORDED RETURN ORIGINAL TO:

Law Office of Richard Shattuck  
4102 NW Anderson Hill Road  
Silverdale, Washington 98383

Land Title and Escrow

01-162477-0

**EASEMENT FOR INGRESS, EGRESS AND UTILITIES**

Reference number(s) of related documents:

Grantor: BINNS, DAVID G., Individually and as Surviving Spouse of the Marital  
Community of David G. Binns and Mary L. Binns

Grantee: B &amp; R LLC #1 aka B &amp; R #1 LLC

Legal Description (Abbreviated Form): LOT 1 AND LOT 3, SHORT PLAT NO. 93-  
029, AFN 9309280113, PTN NW SW, SECTION 28, T35N, R03E,  
W.M.

(Additional legal is on page 2)

Assessor's Property Tax Parcel Acct. Nos.: 350328-3-002-0605 &amp; 350328-3-002-0403

P104D100, P104058

**Recital**

A. Grantor DAVID G. BINNS, Individually and as Surviving Spouse of the Marital Community of David G. Binns and Mary L. Binns, ("Grantor") and Grantee B & R LLC #1 aka B & R #1 LLC ("Grantee"), own two abutting parcels of real property legally described herein in fee simple estate. To provide a northern access and utilities corridor available to the B & R property, the Grantor is conveying a twenty-foot (20') nonexclusive easement along the north property line of the Grantor's parcel for the benefit of the Grantee.

**Parties**

1.1 Grantor. DAVID G. BINNS, Individually and as Surviving Spouse of the Marital Community of David G. Binns and Mary L. Binns, and their heirs, successors and assigns.

**EASEMENT FOR INGRESS,  
EGRESS & UTILITIES - 1**

1.2 Grantee. B & R LLC #1 aka B & R #1 LLC, and its successors and assigns.

### **Easement**

2.1 Grant and Reservation of Easement. In consideration of the mutual benefits to the Burdened Property and the Benefitted Property, Grantor hereby declares, grants, bargains, sells, conveys and confirms to Grantee a non-exclusive perpetual easement over, under, across and through that portion of the Burdened Property legally described as follows for the purposes described herein:

That portion of the following described property which lies within the Burdened Property legally described in Paragraph 2.4:

An easement for ingress, egress and utilities over, under and across the north twenty feet (20') of the Burdened Property.

This easement shall not merge into the deeds for the Burdened Property or the Benefitted Property.

2.2 Purpose. The purpose of this easement is to provide ingress, egress and utilities to the Benefitted Property and to Grantee, its successors, assigns, agents, licensees, invitees, and guests.

2.3 Benefitted Property. This easement is to benefit the following described real property presently owned in fee simple estate by Grantee situate in the County of Skagit, State of Washington ("the Benefitted Property"):

LOT 3 OF SHORT PLAT NO. 93-029 RECORDED SEPTEMBER 28, 1993, UNDER AUDITOR'S FILE NO. 9309280113, IN BOOK 10 OF SHORT PLATS, PAGES 238 AND 239, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 28, TOWNSHIP 35 NORTH, RANGE 03 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON.

TAX ACCOUNT NO. 350328-3-002-0605.

2.4 Burdened Property. This easement is to burden the following described real property presently owned in fee simple estate by Grantor situate in the County of Skagit, State of Washington ("the Burdened Property"):

LOT 1 OF SHORT PLAT NO. 93-029 RECORDED SEPTEMBER 28, 1993, UNDER AUDITOR'S FILE NO. 9309280113, IN BOOK 10 OF SHORT PLATS, PAGES 238 AND 239, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 28, TOWNSHIP 35 NORTH, RANGE 03 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON.

TAX ACCOUNT NO. 350328-3-002-0403.

2.5 Location of Easement. The location of the easement is legally described as that portion of the Burdened Property legally described in Paragraph 2.1 herein.

2.6 Term of Easement. The term of this easement is perpetual.

2.7 Easement Limitations. The Grantor declares that the Easement shall be subject to the following covenants, conditions and restrictions:

2.7.1 Any roadway within the Easement shall be used exclusively for normal transit and placement of utilities and no obstructions shall be placed thereon without the written consent of the now and future owners of the Burdened Property.

2.7.2 Any roadway in the Easement shall not be used for parking, storage, work or job activities, loading or unloading vehicles, or performing tests for vehicles, including without limitation, testing of vehicle engines and brakes.

2.8 Enforcement. Grantor, Grantee and their heirs, successors and assigns, shall comply strictly with the provisions of this Easement. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by an aggrieved party on his own against the party failing to comply. In any arbitration or legal action, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein, and shall be binding on the Grantor, the Grantee, and the heirs, successors and assigns of the Grantor and Grantee. The Easement and covenants, conditions and restrictions thereon shall not merge into the deeds for the Burdened Property or the Benefitted Property.

DATED this 15 day of May, 2017.

"GRANTOR"

David G. Binns

DAVID G. BINNS, Individually and as  
Surviving Spouse of the Marital Community  
of David G. Binns and Mary L. Binns

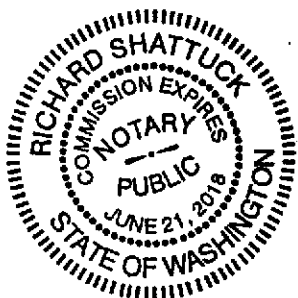
STATE OF WASHINGTON )

) ss.

County of Kitsap )

I certify that I know or have satisfactory evidence that DAVID G. BINNS is the person who appeared before me, and said persons acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 15<sup>th</sup> day of May, 2017.



Richard B. Shattuck

Print Name: Richard B. Shattuck  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seabeck

My commission expires: 6/21/2018

DATED this 15 day of May, 2017.

"GRANTEE"

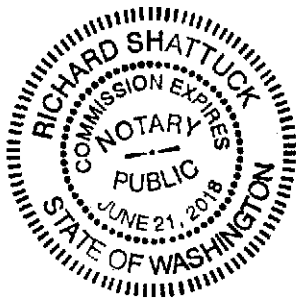
**B & R LLC #1, aka B & R #1 LLC**

David G. Binns  
By: DAVID G. BINNS  
Its Governor

STATE OF WASHINGTON )  
 ) ss.  
County of Kitsap )

On this day personally appeared before me DAVID G. BINNS, to me known to be the Governor of B & R LLC #1 aka B & R #1 LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged the said instrument to be the voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the company.

GIVEN under my hand and official seal this 15<sup>th</sup> day of May, 2017.



Richard B. Shattuck  
Printed Name Richard B. Shattuck  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Seabeck  
My commission expires: 6/21/2018