Skagit County Auditor 5/25/2017 Page

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\$76.00 1:32PM

WHEN RECORDED RETURN TO:

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Dei sement MAY 2 5 2017

William A. Faulkner 1319 19th Street Anacortes, WA 98221

Amount Paid \$ Skagit Co. Treasurer
By Man Deputy

EASEMENT DOCUMENT TITLE:

Faulkner, William A. Faulkner, Karen 1. **GRANTOR:** 

2.

Sievers, Richard S. Sievers, Heather L. **GRANTEES:** 1.

2.

Lots 9 and 10, Blk 88, Anacortes LEGAL DESCRIPTION:

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER: 3772-088-010-0003

P55520

### **EASEMENT**

WHEREAS, William A. Faulkner and Karen Faulkner, husband and wife, are the owners of the following described property:

## Parcel A.

Lots 9 and 10, Block 88, "CITY OF ANACORTES" according to the plat recorded in Volume 2/of Plats, page 4, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Tax Account No.: 3772-088-010-0003

AND WHEREAS, Richard S. Sievers and Heather L. Sievers, husband and wife, are the owners of the following described property:

Parcel B.

Lot 8, Block 88, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Situate in County of Skagit, State of Washington.

Tax Account No : 3772-088-008-0007

AND WHEREAS, for mutual benefits derived, the owners of Parcel A hereby convey and grant to the owners of Parcel B, a nonexclusive perpetual easement for ingress and egress over, on and across Parcel A more particularly described as follows:

## A. Easement Area.

The East three (3) feet of Parcel A.

NOW, THEREFORE, the above described owners, for mutual benefits derived, do hereby agree and covenant as follows:

# A. <u>Use of Premises/Maintenance</u>.

1. It is agreed the existing concrete walk located within the easement area shall be maintained in a proper substantial manner consistent with the use of the premises as a walkway and all maintenance and repairs shall be the obligation and responsibility of the owners of Parcel B, and their successors and assigns.

### B. Indemnity.

1. The owners of Parcel B shall exercise the right granted herein at their own risk and agree that they shall never claim any damages against the owners of Parcel A

for any injuries or damages suffered on account of the exercise of such right, and the owners of Parcel B shall indemnify and hold the owners of Parcel A harmless against all liability for damages and expenses resulting from, arising out of, or in any way connected with the exercise of the right by the owners of Parcel B and their guests or invitees or other persons using the premises at the invitation of the owners of Parcel B, but nothing herein shall require the owners of Parcel B to indemnify the owners of Parcel A for that portion of any such liability attributable to the negligence of the owners of Parcel A.

THIS AGREEMENT is binding upon the present owners, their successors and assigns and is intended to run perpetual with the land.

AGREEMENT made this 1st day of May, 2017.

**GRANTORS:** 

William A Faulkner

Karen Faulkner

**GRANTEES:** 

Richard S. Sievers

Heather I. Sievers

STATE OF WASHINGTON ) SS. COUNTY OF SKAGIT

On this 8th day of May, 2017, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared WILLIAM A. FAULKNER and KAREN FAULKNER, to me known to be the individuals who executed the foregoing EASEMENT and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hexeto affixed the day and

year first above written

John K. Dahl

NOTARY PUBLIC in and for the

State of Washington.

My Commission Expires: 2/25/19

STATE OF WASHINGTON

COUNTY OF (

SS.

day of May, 2017, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD'S. SIEVERS and HEATHER L. SIEVERS, to me known to be the individuals who executed the foregoing **EASEMENT** and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

OF WASHING

NOTARY PUBLIC in and

State of Washington.

My Commission Expires: