

UNNOTICED
ACCOMMODATION RECORDING



Skagit County Auditor

\$79.00

7/3/2017 Page

1 of

7 3:46PM

WHEN RECORDED RETURN TO

Name: Hecker Wakefield & Feilberg, P.S.

Address: 321 First Avenue West

City, State, Zip: Seattle, WA 98119

CHICAGO TITLE

020031303

DRIVEWAY EASEMENT

Grantors: (1): Roy William Graves (2) Ellen L. Young
Grantee: (1): Adnan Ali

Legal Descriptions (abbreviated): Lot 4, CITY OF ANACORTES SP# Sp-06-009
Ptn 1/4 of SW 1/4, 30-35-2 E W.M.

Assessor's Tax Parcel ID#: P126632
P33176

RECITALS

THIS AGREEMENT is entered into this 27th day of June, 2017, by and between Roy William Graves, an unmarried individual and Ellen L. Young, an unmarried individual, Grantors (hereinafter "Graves/Young") and Adnan Ali, an unmarried individual, Grantee (hereinafter "Ali").

WHEREAS Graves/Young are the owners of the following described real property:

Lot 4, CITY OF ANACORTES SHORT PLAT NO. SP-06-009, as approved August 24, 2007, and recorded September 5, 2007, under Auditor's File No. 200709050035, records of Skagit County, Washington; being a portion of Northeast 1/4 of Southwest 1/4 Section 30, Township 35 North, Range 2 East, W.M.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Skagit County Parcel No. P126632

and commonly known as: 3902 Stankus Place, Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 03 2017

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

and commonly known as: 3902 Stankus Place, Anacortes, WA 98221

(hereinafter "Parcel A");

WHEREAS Ali is the owner of the following described real property:

That portion of the East ½ of the Northwest ¼ of the Northeast ¼ of the Southwest ¼ of Section 30, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said East ½ (the North line of said subdivision bears South 89°48' West);

Thence South 0°29' West 273.83 feet to the true point of beginning;

Thence South 0°29' West, 99.28 feet;

Thence South 88°50' West, 85.82 feet;

Thence North 0°30'45" East 100.73 feet, more or less, to the Southeast corner of the tract conveyed to Thomas P. Brooks, et ux, by Deed recorded under Auditor's File No. 575548, records of Skagit County, Washington;

Thence North 89°48' East 85.79 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Skagit County Parcel No. P33176

Commonly known as: 515 39th Street Anacortes, WA 98221

(hereinafter "Parcel B");

WHEREAS a portion of the South Boundary of Parcel B abuts a portion of the Northeast boundary of Parcel A;

WHEREAS a portion of the driveway (hereinafter the "Driveway") on Parcel B encroaches onto a portion of Parcel A (hereinafter the "Driveway Encroachment");

WHEREAS the parties wish to create a formal easement with respect to the Driveway Encroachment;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of the consideration being hereby acknowledged, the parties agree as follows:

The above Recitals are incorporated by reference into this portion of the Agreement as though more fully set forth herein.

Driveway Easement

1. Graves/Young hereby convey and grant a non-exclusive easement benefiting Parcel B over, above and across the following described portion of Parcel A:

The easternmost five feet nine inches (5'9") of Parcel A.

County of Skagit, State of Washington.

(hereinafter the "Driveway Easement").

2. The purpose of the Driveway Easement is to allow for the Driveway Encroachment and to provide Ali and his successors-in-interest vehicular and pedestrian ingress and egress to Stankus Place.

3. The parties recognize that the Driveway Easement is an approximate description of the existing Driveway Encroachment and it is the intent of the parties that the Driveway Easement remain in its present location. Thus, the Driveway Easement may be adjusted as necessary to conform to the actual location of the Driveway Encroachment if any aspect of the legal description herein is found to be in conflict with the existing dimensions of the Driveway Encroachment.

4. A plat map depicting a rough approximation of the Driveway Easement is attached hereto and labeled as Exhibit A. The map is for illustrative purposes only.

Additional Agreements

1. The parties waive any claims of adverse possession, prescriptive rights or other rights that diverge from those rights established within this Agreement.

2. The owner of Parcel B and his successors-in-interest will indemnify, defend and hold the owners of Parcel A and their successors-in-interest harmless from and against any and all liens, claims, loss, damage or liability arising out of its use the of the Driveway Easement.

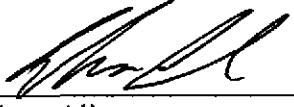
3. Should any party to this Agreement commence any litigation to enforce any provision of this Agreement, the substantially prevailing party shall be entitled to an award of their reasonable attorney's fees and costs.

4. This Agreement shall be a covenant running with the land and shall be binding upon all heirs, successors, and assigns in interest of the owners of Parcels A and B and all persons or entities claiming through and under them.

GRANTORS

GRANTEE

Roy William Graves



Adnan Ali

Ellen L. Young

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this day personally appeared before me Roy William Graves, an unmarried man, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of June, 2017.

Print Name:

Notary Public in and for the State of Washington

residing at _____

My commission expires: _____

STATE OF WASHINGTON)

_____) ss.
COUNTY OF _____)

On this day personally appeared before me Ellen L. Young, an unmarried woman, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

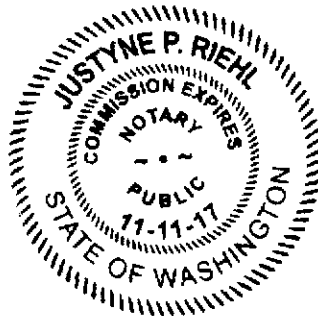
GIVEN under my hand and official seal this _____ day of June, 2017.

Print Name: _____
Notary Public in and for the State of Washington
residing at _____
My commission expires: _____

STATE OF WASHINGTON)
_____) ss.
COUNTY OF KING)

On this day personally appeared before me Adnan Ali, an unmarried man, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of June, 2017.



Justyne P. Riehl
Print Name: JUSTYNE P. RIEHL
Notary Public in and for the State of Washington
residing at Sedro Woolley
My commission expires: 11-11-17

GRANTORS

GRANTEE

Roy William Graves
Roy William Graves

Adnan Ali

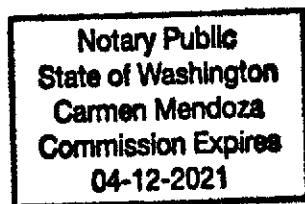
Ellen L. Young

STATE OF WASHINGTON)

COUNTY OF WA) ss.
SKAGIT

On this day personally appeared before me Roy William Graves, an unmarried man, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of June, 2017.



Carmen Mendoza
Print Name: CARMEN MONDOZA
Notary Public in and for the State of Washington
residing at 1018 8th ST. ANACORTES WA 98221
My commission expires: 4/12/2021

EXHIBIT "A"

