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REQUEST OF/RETURN TO:

Skagit County Auditor

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8/18/2017 Page

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Sydney S. Korrell
Shannon S. Korrell
4706 Camano Place
Anacortes, WA 98221

EASEMENT FOR INGRESS, EGRESS, UTILITIES AND DRAINAGE

Grantor: Luke Anthony Paul Lumina, Thelma Lois Palmer-Lumina and Dennis Wayne Palmer
Grantee: Sydney S. Korrell, Shannon S. Korrell
Abbreviated Legal: Ptn NE $\frac{1}{4}$ of SW $\frac{1}{4}$, 12-34-1
Tax Parcel Number: 340112-0-032-0106/P19253; 340112-0-032-0007/P19252;
340112-3-001-0200/P125343

THIS AGREEMENT (hereinafter referred to as the "Easement Agreement") is made and entered into this 15TH day of August, 2017, by Luke Anthony Paul Lumina, Thelma Lois Palmer-Lumina and Dennis Wayne Palmer, (hereinafter collectively referred to as "Grantor"), and Sydney S. Korrell and Shannon S. Korrell (hereinafter referred to as "Grantee").

I. RECITALS

A. GRANTOR is the owner of that certain real property and improvements located in Skagit County, Washington and legally described on Exhibit A attached hereto (hereinafter the "Grantor's Property").

B. GRANTEE is the owner of that certain real property and improvements located in Skagit County, Washington and legally described on Exhibit B attached hereto (hereinafter the "Grantee's Property"):

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 18 2017

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

II. GRANT OF EASEMENT

NOW THEREFORE, for the sum of ONE HUNDRED dollars (\$ 100.00), other valuable consideration and the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, Grantor does hereby grant and convey to Grantee and Grantee's heirs, successors and assigns, for the benefit of Grantee's Property, a perpetual, non-exclusive easement for ingress, egress, utilities and drainage, over, under and across the east twelve (12) feet of Grantor's Property (hereinafter the "Easement Area"). The Easement Area is legally described on Exhibit C attached hereto. The Grantor reserves and retains all other property rights in and to the Easement Area so long as it does not interfere with Grantee's easement rights hereunder.

III. DURATION OF EASEMENT

Agreement shall be indefinite and shall continue until terminated or revoked by the mutual agreement of Grantor and Grantee or their heirs, successors or assigns. Said easement is intended to and shall run with the land and the benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefitted and burdened by these easements.

IV. GENERAL PROVISIONS

Maintenance and Liability Agreement. The responsibility for and cost of maintenance and/or repair of any improvements, roadways and/or utilities constructed upon, under or within the easement granted herein shall be borne by the party serviced by said utilities or road access; provided, however, that where utility systems are used in common, no owner shall be liable for any portion of a commonly used utility system above or beyond said owner's point of connection to the same. The responsibility for construction of any improvements, roadways and/or utilities constructed upon, under or within the easement granted herein (as opposed to maintenance and/or repair of existing improvements, roadways and/or utilities) shall be borne by the party benefitted by or performing such construction. Grantor acknowledges that Grantee shall have the right to replace any above ground utilities with below ground utilities within the Easement Area. All work performed in the Easement Area shall be accomplished with care and in a good workman like manner that will cost the least interference to the surrounding land.

Retaining Wall. Grantor maintains a retaining wall on Grantor's Property very close to the Easement Area. Grantee and Grantee's heirs, successors and assigns assume responsibility for any damage to that retaining wall caused by Grantee or any person or entity that performs work on the Easement Area on behalf of Grantee or is otherwise on the Easement Area as a guest of Grantee.

Utilities. The easement described in this Easement Agreement shall include but in no way be limited to the right to connect to, install, maintain and repair any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas and all other utilities of any nature whatsoever.

Permissible Use. Grantee agrees that it will use the Easement Area only for the permissible purposes consistent with the rights and usage set forth herein. Grantee, its agents, successors and assigns may not use or permit the use of the Easement Area for any purpose prohibited by any law, ordinance, regulation, covenant, condition or restriction.

Indemnification. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all claims for damages suffered or other loss, cost or other expenses incurred by Grantor arising out of Grantee's exercise of the rights granted in this Easement Agreement.

Costs and Attorney's Fees. If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Easement Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the Court, or arbiter may determine to be a reasonable attorney's fee.

Specific Performance. If any party shall default in its obligations under this Easement Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any nondefaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any condition or provision of this agreement, or a decree specifically compelling performance of any such condition or provision. In such event, all parties hereto each expressly waive their defense that a remedy in damages or at law would be adequate.

Documents. Each party to this Easement Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Easement Agreement and to carry out its provisions.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Thelma Lois Palmer-Lumina, to me known to be the individual described in 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 15 day of August, 2017.

Notary Public
State of Washington
LIA M COLEMAN
Appointment Expires Aug. 25, 2019

Lia M. Coleman
Notary Public in and for the State of Washington
LIA M. COLEMAN
(Legibly Print or Type Name of Notary)

Residing at: MOUNT VERNON
My appointment expires: 8-25-2019

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Dennis Wayne Palmer, to me known to be the individual described in 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 15 day of August, 2017.

Notary Public
State of Washington
LIA M COLEMAN
Appointment Expires Aug. 25, 2019

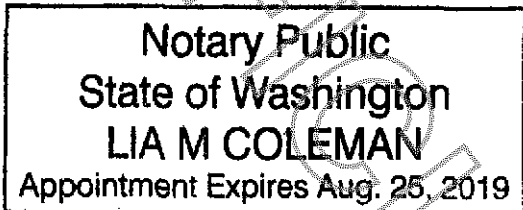
Lia M. Coleman
Notary Public in and for the State of Washington
LIA M. COLEMAN
(Legibly Print or Type Name of Notary)

Residing at: MOUNT VERNON
My appointment expires: 8-25-2019

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Sydney S. Korrell, to me known to be the individual described in 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 15 day of August, 2017.



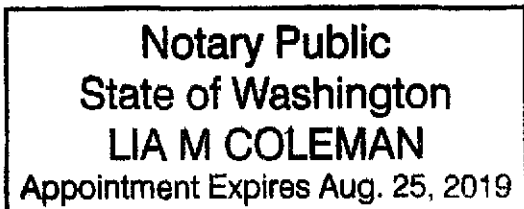
Lia M Coleman
Notary Public in and for the State of Washington
LIA M COLEMAN
(Legibly Print or Type Name of Notary)

Residing at: MOUNT VERNON
My appointment expires: 8-25-2019

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Shannon S. Korrell, to me known to be the individual described in 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 15 day of August, 2017.



Lia M Coleman
Notary Public in and for the State of Washington
LIA M COLEMAN
(Legibly Print or Type Name of Notary)

Residing at: MOUNT VERNON
My appointment expires: 8-25-2019

EXHIBIT A

GRANTOR'S LEGAL DESCRIPTION

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M. described as follows:

Beginning 566 feet West and 466 feet South of the center of said Section 12;
thence South 460 feet;
thence East 100 feet;
thence North to a point East of the point of beginning;
thence West to the point of beginning.

EXCEPT County road rights of way.

TOGETHER WITH that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at a point 566 feet West and 466 feet South of the center $\frac{1}{4}$ corner of Section 12, Township 34 North, Range 1 East W.M.;
thence North $00^{\circ}52'00''$ West parallel with the East line of the Southwest $\frac{1}{4}$ of said Section 12, a distance of 24 feet, more or less, to an East-West fence shown on that certain survey filed under Auditor's File No. 200307310093;
thence Westerly along said fence, a distance of 20 feet, more or less to an intersection with a North-South fence shown on said survey;
thence Southerly along said North-South fence, a distance of 456 feet, more or less, to the North right of way line of the Campbell Lake Road;
thence North $00^{\circ}52' 00''$ West, a distance of 430.30 feet, more or less, to the point of beginning of this description.
Situate in the County of Skagit, State of Washington.

Beginning at a point 466 feet west and 466 feet south of the center quarter corner of Section 12, Township 34 North, Range 1 East, W.M.: thence $S 87^{\circ}13'21'' E$ parallel with the north line of the southwest quarter of said section 12, a distance of 1.5 feet, more or less, to the fence shown on that certain survey filed under Auditor's File No. 200307310093; thence southerly along said fence, a distance of 110 feet, more or less, to an existing driveway; thence continuing southerly across said driveway, a distance of 28 feet, more or less to the end of a north-south fence, thence southerly along the fence last mentioned, a distance of 174 feet, more or less, to a fence corner at an existing driveway; thence continuing southerly across the driveway last mentioned, a distance of 50 feet, more or less, to end of a north-south fence; thence continuing southerly along the fence last mentioned, a distance of 100 feet, more or less to the north right of way line of the Campbell Lake Road; thence westerly along said right of way line, a distance of 9.7 feet, more or less to a point on said right of way line that lies $S 00^{\circ}52'00'' E$ of the point of beginning of this description; thence $N 00^{\circ}52'00'' W$, a distance of 455.88 feet to the point of beginning of this description.

Containing 2,560 square feet, more or less.

Situated in Skagit County, Washington.

EXHIBIT B

GRANTEE'S LEGAL DESCRIPTION

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

PARCEL "A":

Beginning at the Northeast corner of the Southwest $\frac{1}{4}$ of said Section 12; thence South along the East line of said Southwest $\frac{1}{4}$, a distance of 466 feet; thence West a distance of 566 feet; thence North a distance of 466 feet to the North line of said Southwest $\frac{1}{4}$; thence East along said North line, a distance of 566 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An easement for roadway 7 feet in width over the East 7 feet of the following described tract:

Beginning 566 feet West and 466 feet South of the center of said Section 12;
thence South 460 feet;
thence East 100 feet;
thence North to a point East of the point of beginning;
thence West to the point of beginning, EXCEPT County road rights of way.

Situate in the County of Skagit, State of Washington.

EXHIBIT C

EASEMENT AREA LEGAL DESCRIPTION

The East twelve (12) feet of the following described real property:

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

Beginning 566 feet West and 466 feet South of the center of said Section 12;

thence South 460 feet;

thence East 100 feet;

thence North to a point East of the point of beginning;

thence West to the point of beginning,

EXCEPT County road rights of way.

TOGETHER WITH that portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at a point 566 feet West and 466 feet South of the center $\frac{1}{4}$ corner of Section 12, Township 34 North, Range 1 East W.M.;

thence North $00^{\circ}52'00''$ West parallel with the East line of the Southwest $\frac{1}{4}$ of said Section 12, a distance of 24 feet, more or less, to an East-West fence shown on that certain survey filed under Auditor's File No. 200307310093;

thence Westerly along said fence, a distance of 20 feet, more or less to an intersection with a North-South fence shown on said survey;

thence Southerly along said North-South fence, a distance of 436 feet, more or less, to the North right of way line of the Campbell Lake Road;

thence North $00^{\circ}52'00''$ West, a distance of 430.30 feet, more or less, to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

Beginning at a point 466 feet west and 466 feet south of the center quarter corner of Section 12, Township 34 North, Range 1 East, W.M.: thence S $87^{\circ}13'21''$ E parallel with the north line of the southwest quarter of said section 12, a distance of 1.5 feet, more or less, to the fence shown on that certain survey filed under Auditor's File No. 200307310093; thence southerly along said fence, a distance of 110 feet, more or less, to an existing driveway; thence continuing southerly across said driveway, a distance of 28 feet, more or less to the end of a north-south fence, thence southerly along the fence last mentioned, a distance of 174 feet, more or less, to a fence corner at an existing driveway; thence continuing southerly across the driveway last mentioned, a distance of 50 feet, more or less, to end of a north-south fence; thence continuing southerly along the fence last mentioned, a distance of 100 feet, more or less to the north right of way line of the Campbell Lake Road; thence westerly along said right of way line, a distance of 9.7 feet, more or less to a point on said right of way line that lies S $00^{\circ}52'00''$ E of the point of beginning of this description; thence N $00^{\circ}52'00''$ W, a distance of 455.88 feet to the point of beginning of this description.

Containing 2,560 square feet, more or less.

Situated in Skagit County, Washington.