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Skagit County Auditor

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8/21/2017 Page

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REAL ESTATE EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT is between Richard Curtis (*Lot 4 Owner*) and James S. Knott (*Lot 5 Owner*) at Mansfield Court, Anacortes, WA

THIS AGREEMENT is made on August 30, 2016, by and between Richard & Jodie Curtis of 211 Mansfield Court, Anacortes, Washington 98221, hereinafter ("*Grantor*"), and James S & Pamela K Knott of 209 Mansfield Court, Anacortes, Washington, 98221 hereinafter ("*Grantee*").

Lot 4 Owner (Curtis) is willing to create an easement over the Easement Property to enable Lot 5 Owner (Knott) to use the Driveway under the terms of this Agreement.

Recitals

A. The Grantor is the owner of certain real property commonly known as 211 Mansfield Court, Anacortes, Washington, 98221, and more fully described as follows: (0.3300 ac) LOT 4 OF ANACORTES SHORT PLAT NO. ANA-06-002, RECORDED UNDER AF#200804210233 BEING A PORTION LOCATED IN THE GOVERNMENT LOT 7 (SE1/4) OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as 209 Mansfield Court, Anacortes, Washington. James S & Pamela K Knott, (0.2400 ac) LOT 5 OF ANACORTES SHORT PLAT NO. ANA-06-002, RECORDED UNDER AF#200804210233 BEING A PORTION LOCATED IN THE GOVERNMENT LOT 7 (SE1/4) OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ("*Dominant Estate*").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

Lot 4 Owner grants a nonexclusive easement and right-of-way to Lot 5 Owner and Lot 4 Owner's successors and assigns as the owner of Lot 5 to use the Driveway and the Easement Property as a driveway for ingress and egress to 209 Mansfield Court from Lot 4.

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: (0.3300 ac) LOT 4 OF ANACORTES SHORT PLAT NO. ANA-06-002, RECORDED UNDER AF#200804210233 BEING A PORTION LOCATED IN THE GOVERNMENT LOT 7 (SE1/4) OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement, shared driveway, benefits the use and enjoyment of the Dominant Estate, Provide an essential means of access to the property; Lot 5, 209 Mansfield Court, Anacortes, WA.

3. Duration and Binding Effect

The easement shall endure 30 years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by Provide an essential means of access to the property; Lot 5, 209 Mansfield Court, Anacortes, WA.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to Provide access to the Grantee's property..

6. Costs.

From Mansfield Court to the point where the Driveway located within the Easement Property diverts and branches away from another driveway not subject to this Agreement, Lot 5 Owner agrees to pay for the driveways asphalt pavement. Lot 4 Owner and Lot 5 Owner shall bear all maintenance, improvement, repair, and snow and debris removal expenses equally. All decisions and actions regarding the maintenance, improvement, repair, and snow and debris removal related to this section of the Driveway shall be solely made and performed by Lot 4 Owner or its agents, and Lot 5 Owner agrees to promptly pay its share of the expenses incurred by Lot 4 Owner within 30 days of billing for expenses. Should Lot 4 Owner desire to make any improvements to this section of Driveway, including, but not limited to, width of the Driveway, and surface material of the Driveway, Lot 4 Owner shall be solely responsible for the cost of the improvements.

7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications. Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.


11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

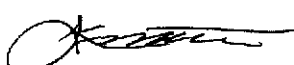
12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.
GRANTOR:


Richard & Jodie Curtis

GRANTEE:


James S & Pamela K Knott

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 21 2017

Amount Paid \$
Skagit Co. Treasurer
By Deputy

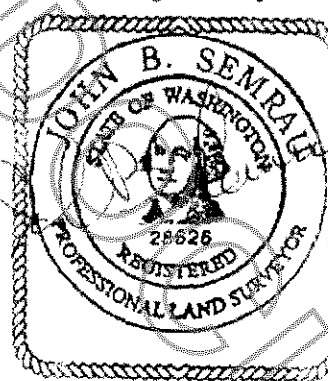
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Ingress/Egress Easement Description

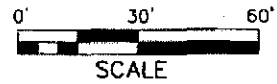
A 15 foot wide easement for ingress/egress being a portion of Lot 4, Mariners Cove Short Plat, City of Anacortes, located in Government Lot 7 of Section 30, Township 35 North, Range 2 East, W.M., recorded under Auditor's File No. 200804210233, records of Skagit County, Washington, more particularly described as follows:

Beginning at the Northeast Corner of Lot 5 of said Mariners Cove Short Plat;
thence North $89^{\circ}27'05''$ East along the North line of said Lot 5 extended Easterly a distance of 17.18 feet;
thence South $29^{\circ}43'58''$ East parallel with the East line of said Lot 5 a distance of 95.26 feet to the Northerly margin of Mansfield Court as platted on said Mariners Cove Short Plat;
thence Westerly along a non-tangent curve to the left, having a central angle of $22^{\circ}50'23''$, a radius of 40.50 feet, an arc length of 16.15 feet and a chord bearing South $81^{\circ}00'10''$ West a distance of 16.04 feet to said East line of said Lot 5;
thence North $29^{\circ}43'58''$ West along said East line a distance of 97.69 feet to the Point of Beginning.

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



MARINERS COVE
SHORT PLAT
AFN200804210233



LOT 4

LOT 3

UTILITY AND ACCESS
EASEMENT FOR LOTS 3 AND
4 AS SHOWN ON MARINERS
COVE SHORT PLAT

LOT 5

N. 89° 27' 05" E
17.18'

PROPOSED 15' WIDE ACCESS
EASEMENT

S. 29° 13' 35" E
17.35'

LOT 2

LOT 6

A = 22° 50' 23"
R = 40.50'
L = 15.15'

MANSFIELD COURT

ACCESS EASEMENT - LOT 5, MARINERS COVE SHORT PLAT

SCALE: 1" = 30'	SEMRAU ENGINEERING & SURVEYING	DWG: 5538.DWG
MERIDIAN: ASSUMED	SURVEYING • ENGINEERING • PLANNING MOUNT VERNON, WA 98273 360-424-9566	JOB: 5538 8/02/16