

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Doral G. Martin  
9614 Fruitdale Road  
Sedro-Woolley, WA 98284



Skagit County Auditor

9/19/2017 Page

1 of

\$78.00

5 3:26PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 19 2017

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

CHICAGO TITLE

620032251

**MODIFICATION OF EASEMENT FOR SHARED DRIVEWAY**

Reference No.:

528591

Grantor (s):

DORAL G. MARTIN, a single man; LEWIS R. TROUT and  
SUSAN J. TROUT, husband and wife

Grantee (s):

DORAL G. MARTIN, a single man; LEWIS R. TROUT and  
SUSAN J. TROUT, husband and wife

Abbreviated Legal(s):

Additional Legal on page(s): 2

Assessor's Tax Parcel Nos.: P64946 / 3899-000-004-0400

P81434 / 4399-000-001-0900

**THIS MODIFICATION OF EASEMENT FOR SHARED DRIVEWAY** ("Easement"),  
is made the date set forth below, by and among DORAL G. MARTIN, a single man  
("hereinafter Martin") and LEWIS R. TROUT and SUSAN J. TROUT, husband and wife  
("hereinafter Trout").

1) DORAL G. MARTIN, a single man, is the owner of the following described  
real property located in Skagit County, Washington ("Martin Parcel"):

The south 54 feet of the East 290 feet of Tract Four (4)  
DEITER'S ACREAGE, SKAGIT CO., WASH., as per plat  
recorded in Volume 3 of plats, page 53 of the records of Skagit  
County.

Situate in the County of Skagit, State of Washington.

2) LEWIS R. TROUT and SUSAN J. TROUT, husband and wife, are the owners  
of the following described real property located in Skagit County, Washington ("Trout

Parcel”):

Lot 1, “PLAT OF ORCHARD LANE,” as per plat recorded in Volume 12 of Plats, page 64, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

3) **TERMINATION OF EXISTING EASEMENTS:** Martin and Trout desire to terminate the reciprocal easements for a community driveway and common garage under Skagit County Auditor’s File No. 528591.

4) **EASEMENT:** The easement conveyed herein is a non-exclusive, perpetual easement for ingress, egress, and utilities for the benefit of Martin and Trout, and their contractors, invitees, agents, representatives, predecessors, successors, and assigns, over, under and across the existing driveway, considered to be 16 feet in width, over the North 8 feet of the East 114 of the Martin Parcel and the South 8 feet of the East 114 feet of the Trout Parcel.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein, the parties agree as follows:

1) Termination of Existing Easement. DORAL G. MARTIN, a single man, and LEWIS R. TROUT and SUSAN J. TROUT, husband and wife, in consideration of clearing titles to the Martin Parcel and Trout Parcel, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, hereby terminate the reciprocal easements granted in the Community Driveway Agreement recorded under Skagit County Auditor’s File No. 528591. Martin and Trout shall have no further right or obligation with respect to the easements and rights described in the Community Driveway Agreement described herein.

2) Grant of Easement. DORAL G. MARTIN, a single man, hereby grants and conveys, including all after acquired title, to LEWIS R. TROUT and SUSAN J. TROUT, husband and wife, a perpetual, non-exclusive easement for ingress, egress, and utilities, over, under and across the North 8 feet of the East 114 feet of the Martin Parcel, which Easement is more particularly described above.

3) Grant of Easement. LEWIS R. TROUT and SUSAN J. TROUT, husband and wife hereby grant and convey, including all after acquired title, to DORAL G. MARTIN, a single man, a perpetual, non-exclusive easement for ingress, egress, and utilities, over, under and across the South 8 feet of the East 114 feet of the Trout Parcel, which Easement is more particularly described above

4) Decisions Concerning Maintenance. Any decision to take action to maintain the driveway located in the Easement must be approved by both property owners in order for the cost sharing provisions of this Easement to apply.

5) Allocation of Costs. Any costs incurred in performing properly approved maintenance to the driveway shall be divided into equal shares, with one share being allocated to each property owner.

6) Damage to Driveway. In the event that a property owner causes identifiable damage to the driveway (for example: through the installation of utilities, other improvements or the use of heavy equipment or abuse of the driveway), then that property owner shall, as soon as is reasonably possible, immediately restore the driveway to as good or better condition as it was in prior to the damage.

7) Indemnification. Each owner and their successors or assigns (the "Indemnifying Owner") will indemnify and hold the other owner and their successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by the Indemnifying Owner, their contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of the Indemnifying Owner, their agents, contractors, invitees or employees or caused by any condition or defects now or hereafter existing or occurring in the driveway.

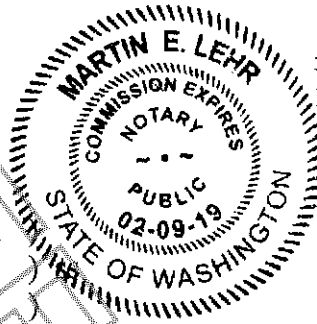
8) General Provisions.

- a) This Easement shall be construed in accordance with the laws of the State of Washington.
- b) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- c) This Easement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. No changes may be made to this Easement unless such changes are made in writing, signed and acknowledged by all parties and recorded with the Skagit County Auditor's Office.
- d) The failure of either party to insist upon strict performance of any of the provisions of this Easement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

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State of Washington

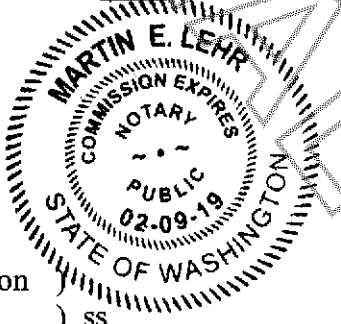
County of Skagit



Martin E Lehr  
NOTARY PUBLIC  
Printed Name: Martin E Lehr  
My appointment expires: 2-9-19

I certify that I know or have satisfactory evidence that LEWIS R. TROUT is the person who appeared before me and said person 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.

Dated: September 18<sup>th</sup>, 2017



State of Washington

County of Skagit

Martin E Lehr  
NOTARY PUBLIC  
Printed Name: Martin E Lehr  
My appointment expires: 2-9-19

I certify that I know or have satisfactory evidence that SUSAN J. TROUT is the person who appeared before me and said person 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.

Dated: September 18<sup>th</sup>, 2017



Martin E Lehr  
NOTARY PUBLIC  
Printed Name: Martin E Lehr  
My appointment expires: 2-9-19