



201801190085

Skagit County Auditor

\$82.00

1/19/2018 Page

1 of

9 4:01PM

Common Property Easement Agreement

Grantor/Grantee (Party 1):

Phil Latendresse, Sue Latendresse

Grantor/Grantee (Party 2):

Kristen Forster, Stephen Vigus, Norman Vigus

Legal Description:

Full legal descriptions on Page 1.

LOT 121, PLATE 1, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 3 QUARTER:  
SW & LOT 122, PLATE 1, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 3  
QUARTER: SW.

Assessor's Property Tax Parcel:

P68318 & P68319

Reference Numbers of Documents Assigned or Released:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 19 2018

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

## COMMON PROPERTY EASEMENT AGREEMENT

THIS COMMON PROPERTY EASEMENT AGREEMENT (the "Easement Agreement"), made this 19 day of JAN 4 2018, by and between PHILIP A and SUSAN B LATENDRESSE, each an individual, residing at 3181 Biz Point Road, Anacortes, Washington, 98221 and their heirs, personal representatives, assigns, and successors in interest (together "Property 1 Owner") and KRISTEN D FORSTER, an individual, residing at 16615 87th Ave SE, Snohomish WA ("Property 2 First Owner"); STEPHEN E VIGUS, an individual, residing at 3312 S. Manito Blvd. Spokane WA ("Property 2 Second Owner"); and NORMAN E VIGUS, an individual, residing at 6052 Sycamore Dr NW, WA ("Property 2 Third Owner") and their heirs, personal representatives, assigns, and successors in interest (together the "Property 2 Owner"). Property 1 Owner and Property 2 Owner may be referred to individually as "Party" or together as "Parties".

### Recitals

WHEREAS, Property 1 Owner and Property 2 Owner, each came to ownership of the respective properties (as defined further below) from the previous owners as devisees.

WHEREAS, the previous owners of the respective properties, having lived next door to each other for a number of years, allowed the other to encroach on their property for purposes of utility and parking.

WHEREAS, the Parties now wish to grant each other use rights in a defined area of their respective properties.

NOW, THEREFOR, in consideration of the foregoing Recitals and the mutual promises set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties Agree:

### 1. PROPERTY

1.1. Property 1 Owner is the owner of the real property described as:

(ACRES 0.39) LOT 121, PLATE 1, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 3, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 19 TO 22, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH ALL UPLANDS, IF ANY, LYING BETWEEN THE SAID LOT AND THE TIDELANDS IN FRONT THEREOF, TOGETHER WITH APPURTENANCES THERETO BELONGING OR APPERTAINING.

Also known as 3181 Biz Point Road, Anacortes, Washington 98221 ("Property 1").

1.2. Property 2 <sup>Owners are</sup> Owner is the owner of the real property described as:

(0.4100 ac) LOT 122, PLATE 1, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 3, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 19 TO 22, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Also known as 3197 Biz Point Road, Anacortes, Washington 98221 ("Property 2").

### 2. DESCRIPTION OF EASEMENT

Property 1 and Property 2 share a common boundary. There shall be an access/use easement for the common use area ("Easement Area") as is described in Section 2.1 below and depicted on Exhibit A, subject to the terms of this Easement Agreement:

2.1. A 10 foot wide access/use easement, extending 5 feet from either side of the common boundary between Property 1 and Property 2, commencing from the intersection point formed by the public right of way immediately adjacent to Property 1 and Property 2 and the common boundary between Property 1 and Property 2 to a point on the common boundary between Property 1 and Property 2, opposite the public right of way, that is the intersection point of a line drawn at N 82°06'00" W 75.00' across Property 1 and a line drawn at S 68°47'44" E 75.15' across Property 2.

2.2. It is the intent of this Easement Agreement that the entire Easement Area is subject to this Easement Agreement. Attached as Exhibit A is an example of the Easement Area, which is depicted with cross-hatching. Exhibit A is for illustrative purposes only.

### 3. CREATION OF EASEMENT

Property 1 Owner hereby establishes and creates for the benefit of Property 2 Owner and Property 2 Owner's heirs, successors, assigns and personal representatives a perpetual, mutual, reciprocal and non-exclusive easement to use the Easement Area for the purposes and within the scope set forth in Section 4 below. Property 2 Owner hereby establishes and creates for the benefit of Property 1 Owner and Property 1 Owner's heirs, successors, assigns and personal representatives a perpetual, mutual, reciprocal and non-exclusive easement to use the Easement Area for the purposes and within the scope set forth in Section 4 below. This easement shall be an easement appurtenant to the Property 1 Owner's and Property 2 Owner's property described above (Property 1 and Property 2, respectively), and shall inure to the benefit of the Property 1 Owner's and Property 2 Owner's respective grantees, heirs, successors, assigns and personal representatives, subject to the purposes and scope set forth in Section 4 below.

### 4. PURPOSE AND SCOPE OF USE OF EASEMENT

The easement granted herein shall be limited to (i) use, to the extent necessary, by the Parties or a Party's invitees for general utility work, to include digging and burying necessary utility materials (for example running effluent pipes and associated other necessary aspects of a septic system up the common boundary line towards the public right of way) and (ii) for Property 2 Owner's, or their invitee's or licensee's, vehicle parking on the parking pad nearest the public right of way adjacent to Property 1 and Property 2 that begins on Property 2 and extends to Property 1 in the Easement Area; and for Property 1 Owner's, or their invitee's or licensee's, vehicle parking on the parking pad nearest the dwelling on Property 1 that begins on Property 1 and extends to Property 2 in the Easement Area. For the avoidance of doubt, the Party using the Easement Area for general utility work, as described in (i) above, is responsible for restoring any disturbed area within or without the Easement Area to its pre-disturbed condition.

### 5. MAINTENANCE OF EASEMENT

Property 1 Owner shall be responsible for maintaining that portion of the Easement Area located on Property 1, including repair, except to the extent that Property 2 Owner's use of the Easement Area located on Property 1 results in damage to Property 1, in which case Property 2 Owner shall be responsible to repair the damaged portion of Property 1 to its pre-disturbed condition. Property 2 Owner shall be responsible for maintaining that portion of the Easement Area located on Property 2, including repair, except to the extent that Property 1 Owner's use of the Easement Area located on Property 2 results in damage to Property 2, in which case Property 1 Owner shall be responsible to repair the damaged portion of Property 2 to its pre-disturbed condition.

### 6. NO WARRANTY OF TITLE/ LIMITATION OF RIGHTS

This Easement Agreement is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the Parties' respective property. No

possession or rights of use are granted under this Easement Agreement other than those rights specifically granted herein.

7. TERMINATION AND AMENDMENT

This Easement Agreement shall not be terminated or amended except by the express written agreement of the Parties, or their heirs, personal representatives, assigns, and successors in interest and duly signed by each.

8. COUNTERPARTS

This Easement Agreement may be executed in counterparts, which taken together shall form one legal instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the dates signed below.

*[Signature Pages follow]*

Property 1 Owner:

By: Philip A. Latendresse  
Philip A. Latendresse

Date: 1-19-18

By: Susan B. Latendresse  
Susan B. Latendresse

Date: 1-19-18

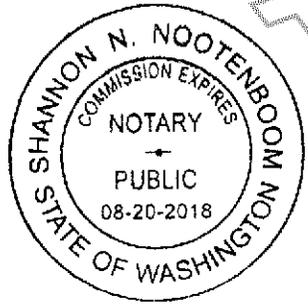
State of WA

County of SKAGIT

The foregoing instrument was acknowledged before me this 19 day of Jan, 2018, by Philip and Susan Latendresse, each an individual, residing at 3181 Biz Point Road, Anacortes, Washington, 98221.

WITNESS my hand and official seal.  
My commission expires: 08-20-2018

Shannon N. Nootenboom  
Notary Public



UNRECORDED INSTRUMENT

Property 2 Owner (Property 2 First Owner):

By: Kristen D. Forster  
Kristen D. Forster

Date: Jan. 19, 2018

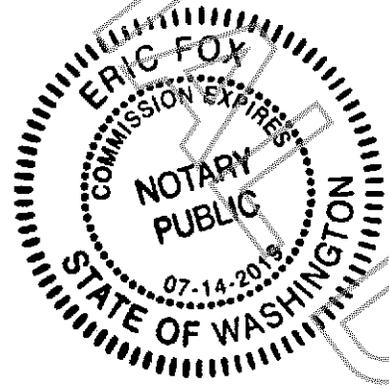
State of Washington

County of Skagit

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Jan, 2018, by Kristen D. Forster, an individual, residing at 16615 87<sup>th</sup> Ave SE Snohomish WA

WITNESS my hand and official seal.  
My commission expires: 07-14-2019

[Signature]  
Notary Public



UNOFFICIAL DOCUMENT

Property 2 Owner (Property 2 Second Owner):

By: Stephen E. Vigus Date: 1-19-18  
Stephen E. Vigus

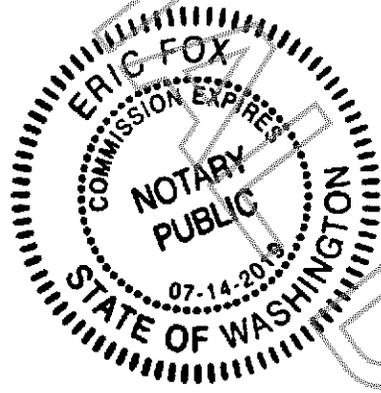
State of Washington

County of Spokane

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Jan, 2018, by Stephen E. Vigus, an individual, residing at 3312 S. Manito Bl Spokane WA

WITNESS my hand and official seal.  
My commission expires: 07-14-2019.

Eric Fox  
Notary Public



UNRECORDED INSTRUMENT

Property 2 Owner (Property 2 Third Owner):

By: Norman E. Vigus  
Norman E. Vigus

Date: Jan. 19<sup>th</sup> 2018

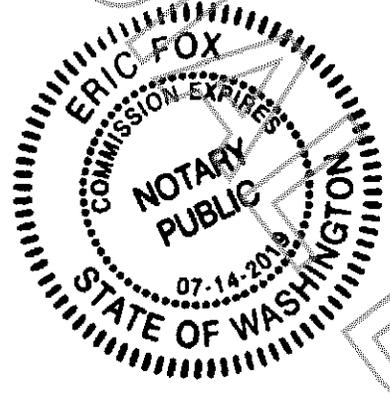
State of Washington

County of Skagit

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Jan, 2018, by Norman E. Vigus, an individual, residing at 6052 Sycamore Ave NW Seattle WA

WITNESS my hand and official seal.  
My commission expires: 07-14-2019

[Signature]  
Notary Public



UNOFFICIAL DOCUMENT

