

After Recording, Return to:

John and Karen Goodman
60642 Devon Circle
Bend, OR 97702



201801290132
Skagit County Auditor
1/29/2018 Page 1 of 7 1:50PM \$80.00

RECORDING COVER SHEET

Document Title: Access Easement Agreement
Grantor(s): John J. Goodman
and Karen J. Goodman
Grantee(s): Qben D. Oliver
Abbreviated Legal Description: Lots 1A and 1B, Short Plat 05-120,
Skagit County, Washington.
Additional Legal Descriptions are on Exhibit A of the Easement.
Assessor's Property Tax Parcel Account Number(s): P33414
P126496

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 29 2018

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

AFTER RECORDING, RETURN TO:

John and Karen Goodman
60642 Devon Circle
Bend, Oregon 97702

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the “**Agreement**”) is executed to be effective as of January 22, 2018 (the “**Effective Date**”), by and between John J. Goodman and Karen J. Goodman, as husband and wife (collectively, the “**Grantor**”), and Qben D. Oliver, an individual (the “**Grantee**”).

RECITALS

- A. Grantor owns the real property described below (the “**Burdened Property**”):

Lot 1B, Short Plat No. 05-120, approved July 20, 2007, recorded July 24, 2007 under Auditor’s File No. 200707240084, records of Skagit County, Washington, being a portion of Southeast ¼ of the Northeast ¼ of Section 31, Township 35 North, Range 2 East, W.M.
- B. Grantee owns the real property described below (the “**Benefited Property**”):

Lot 1A, Short Plat No. 05-120, approved July 20, 2007, recorded July 24, 2007 under Auditor’s File No. 200707240084, records of Skagit County, Washington, being a portion of Southeast ¼ of the Northeast ¼ of Section 31, Township 35 North, Range 2 East, W.M.
- C. The Benefited Property is adjacent to the Burdened Property.
- D. Grantee presently has access to the Benefited Property but is interested in having secondary access.
- E. Grantor is willing to grant Grantee a non-exclusive access easement for vehicular and pedestrian ingress and egress to the Benefited Property over and across a portion of the Burdened Property, as described more particularly on Exhibit “A” attached hereto (such portion being referred to herein as the “**Easement Area**”).
- F. It is the intent of the parties hereto to create and bind themselves and their heirs, successors and assigns to a perpetual, non-exclusive easement for the purpose of providing secondary access to the Benefited Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by each of the parties hereto, it is agreed as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, for the benefit of the Benefited Property, an easement over, under and across the Easement Area for vehicular and pedestrian ingress and egress (the "**Easement**"). Grantee's enjoyment and use of the Easement shall be free of charge, other than the consideration described herein. Grantor agrees to erect no barriers that preclude convenient use of the Easement Area for the purposes herein allowed, nevertheless, Grantor may erect gates in the Easement Area provided Grantor provides Grantee with sufficient information to open and close the gates. The Road Easement shall be nonexclusive, and shall be for the use of owners and occupants of the Benefited Property and a reasonable number of invited guests of the Benefited Property; nevertheless, the Road Easement may not be used for any commercial purposes, including but not limited to rental use of the Benefited Property. Whether the number of invited guests of the Benefited Property is reasonable under the circumstances shall be determined in Grantor's sole discretion. In the event Grantee subdivides or partitions the Benefited Property after the recording of this Easement, this Easement shall immediately terminate and have no further burdening effect on the Burdened Property. Under no circumstances shall Grantee allow owners, occupants or invitees of adjoining properties to use the Easement to access any adjoining properties and this Easement is solely to allow access to the Benefited Property and none other.

2. Nature of Easement. The Easement shall be perpetual and shall be appurtenant to, and for the benefit of, the Benefited Property. Any conveyance of fee title to the Benefited Property, or any portion thereof, shall include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance. Grantee may not assign or convey its rights hereunder except in conjunction with the conveyance of the Grantee Property or any portion thereof.

3. Consideration. The true and actual consideration for this Easement is \$1,776.64-One thousand seven hundred seventy six dollars and sixty four cents.

4. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs and expenses (including, without limitation, attorney fees) which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee or its agents, contractors, employees, tenants or invitees related to the use of the Easement Area by any of such parties.

5. Authority. Grantor warrants that Grantor has full right and lawful authority to grant the Easement, and that Grantee shall peaceably have, hold and enjoy the Easement.

6. Amendment; Successors and Assigns. This Agreement may be amended only by a written instrument signed by the owners of both the Benefited Property and the Burdened Property. No waiver under this Agreement shall be established absent proof of a written document specifically setting forth such waiver which is executed by the party being charged with the waiver. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever.

8. No Other Agreements. This Easement represents the complete and final integrated agreement among the Parties resolving any prior discussions or agreements between them regarding or related to the access to the Benefited Property. This Easement specifically satisfies the agreement between the parties represented by paragraph 2 of that certain Addendum to Purchase and Sale Agreement dated January 19, 2017. The View Easement between the Parties recorded in the Official Records of Skagit County, Washington on February 21, 2017, as Document No. 201702210186 remains in full force and effect.

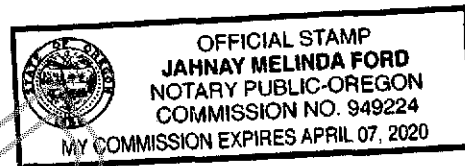
IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

GRANTOR

John J. Goodman
John J. Goodman

Karen J. Goodman
Karen J. Goodman

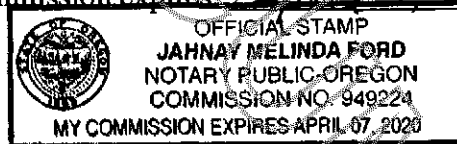
STATE OF OREGON)
) ss.
County of Deschutes)



This instrument was acknowledged before me on January 22, 2018, by John J. Goodman.

Jahnay Ford
NOTARY PUBLIC FOR OREGON
My commission expires: April 7, 2020

STATE OF OREGON)
) ss.
County of Deschutes)



This instrument was acknowledged before me on January 22, 2018, by Karen J. Goodman.

Jahnay Ford
NOTARY PUBLIC FOR OREGON
My commission expires: April 7, 2020

[SIGNATURES CONTINUE NEXT PAGE]

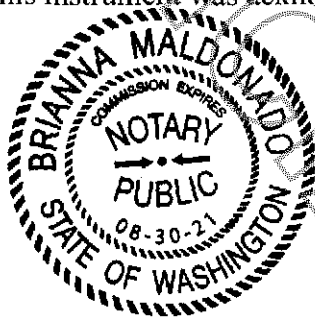
GRANTEE

Qben Oliver
Qben D. Oliver

STATE OF WASHINGTON)

County of Skagit) ss.

This instrument was acknowledged before me on January 29th, 2018, by Qben D. Oliver.



Brianna Maldonado
NOTARY PUBLIC FOR WASHINGTON
My commission expires: 08/30/2021



LOT 1A
2.50 acres

Lot 1, per prior
survey, AFN
9807230084

EXISTING 15'
ACCESS AND
UTILITY EASEMENT
AF #200707240084

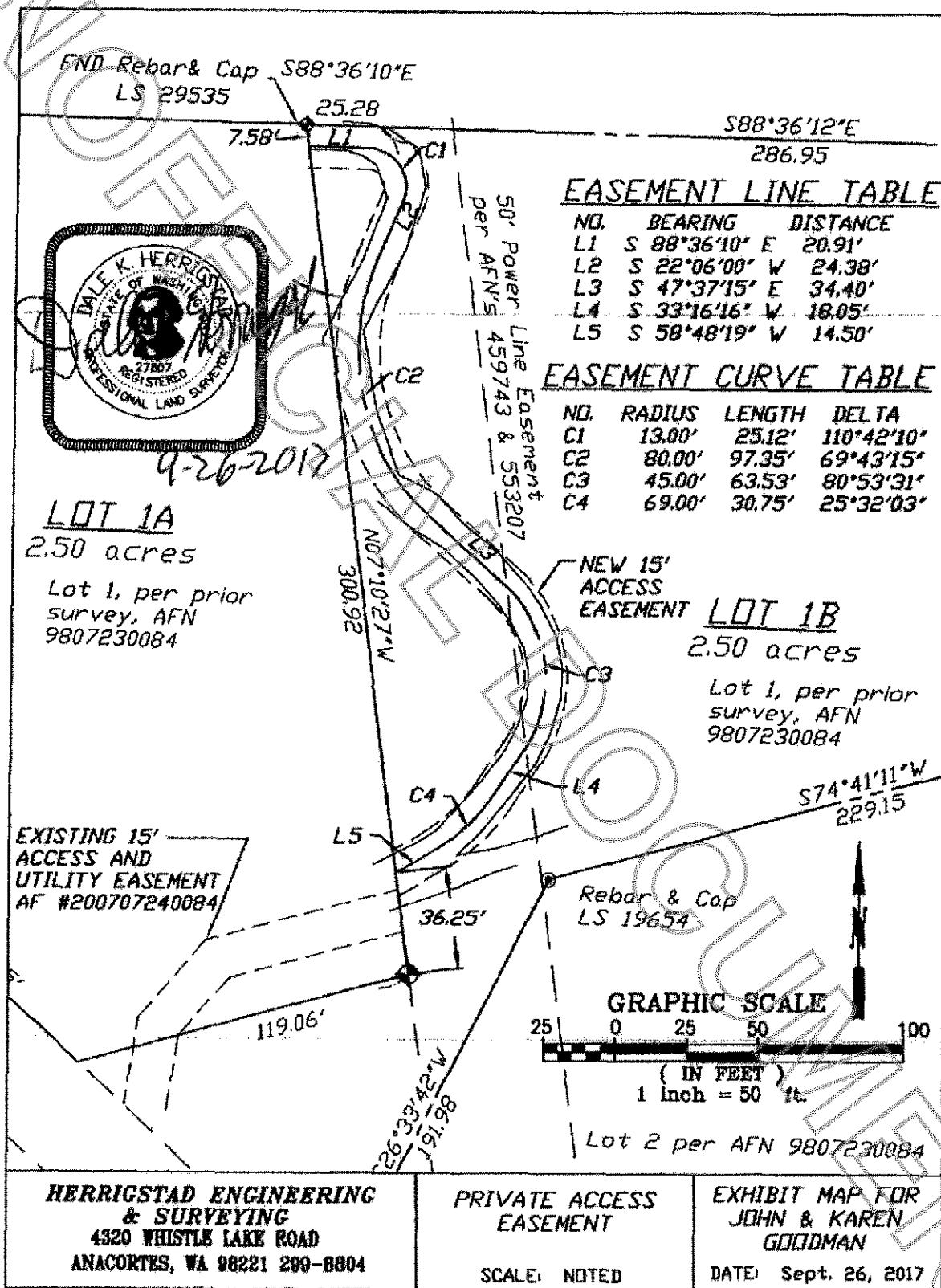
**HERRIGSTAD ENGINEERING
& SURVEYING**
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 209-8804

**PRIVATE ACCESS
EASEMENT**

SCALE: NOTED

**EXHIBIT MAP FOR
JOHN & KAREN
GOLDMAN**

DATE: Sept. 26, 2017



Easement for road way:

A non-exclusive 15 foot wide easement for ingress and egress being that portion of Lot 1B, Goodman Short Plat. 05-120, recorded under Auditor's File No. 200707240084, records of Skagit County, being 7.5 feet both sides of the following describe center line:

Commencing in the Northeast corner of Lot 1A of said Goodman Short Plat 05-120 thence South $7^{\circ}10'27''$ East, 7.58 feet to the POINT OF BEGINNING;

Thence South $88^{\circ}36'10''$ East, 20.91 feet;

Thence a curve to the right with a radius of 13.00 feet, a length of 25.12 feet and an interior angle of $110^{\circ}42'10''$;

Thence South $22^{\circ}06'00''$ West, 24.38 feet;

Thence a curve to the left with a radius of 80.00 feet, a length of 97.35 feet and an interior angle of $69^{\circ}43'15''$;

Thence South $47^{\circ}37'15''$ East, 34.40 feet;

Thence a curve to the right with a radius of 45.00 feet, a length of 63.53 feet and an interior angle of $80^{\circ}53'31''$;

Thence South $33^{\circ}16'16''$ West, 18.05 feet;

Thence a curve to the right with a radius of 69.00 feet, a length of 30.75 feet and an interior angle of $25^{\circ}32'03''$;

Thence South $58^{\circ}48'19''$ West, 14.50 feet to the terminus of this center line and North $7^{\circ}10'27''$ West a distance of 36.25 feet from the Southeast corner of said Lot 1A.