



Skagit County Auditor
4/18/2018 Page

1 of 411:18AM \$77.00

After recording return document to:

Souders Law Group
913 Seventh Street
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 18 2018

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

Document Title: **EASEMENT**

Grantors: **The Orchards PUD Homeowners' Association**

Grantees: **Elizabeth Symonds Stout**

Abbreviated legal description: **Portion of Tract C, Plat of
"The Orchards PUD"**

Full legal description on page 2 of document.

Assessor's tax/parcel numbers: **P124046**

EASEMENT

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit; and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over and upon Grantor's lands and premises;

NOW THEREFORE, in consideration of a certain settlement agreement as between Grantor and Grantee, and for no other consideration, Grantor hereby grants and conveys unto Grantee, her heirs, successors or assigns, a non-exclusive easement for access purposes benefiting Grantee's property appurtenant to the easement.

The easement boundaries for access purposes are described as:

EASEMENT

GRANTOR: The Orchards PUD Homeowners' Association

GRANTEE: Elizabeth Symonds

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That portion of a certain gravel drive located on the southeasterly portion of Tract C of the Plat of "The Orchards PUD", where that Plat was recorded under Skagit County Auditor's file number 200601190126, and where the particular location of that gravel drive is as shown on sheet 2 of 2 of the Survey recorded under Skagit County Auditor's file number 201610260020.

Situate in Skagit County, Washington.

This easement is subject to and conditioned upon the following terms and conditions:

1. Grantee shall have the right to use the easement for access ingress and egress, and to maintain, protect and repair the gravel driveway which is now located on Grantor's property within the boundaries established above for the access portion of this easement, and Grantee shall further have such access as is necessary to accomplish such maintenance and repair. Grantee shall be responsible for the costs and execution of any such maintenance and repair, and shall be solely responsible for the maintenance and repair of the 18" DI culvert which is located on such easement and shown on the survey recorded under Skagit County Auditor's file number 201610260020, and Grantee is further and solely responsible for compliance with any environmental requirements associated with that culvert or any replacement.

2. Grantee shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement.

3. Grantee has no right to, and this easement does not include, the placement or continuance of any fencing by Grantee in Tract C, and any fencing of Grantee in Tract C existing as of the date this easement is granted shall be removed within thirty calendar days, and if all such fencing is not removed by Grantee within thirty days, this easement shall terminate.

4. Grantor hereby grants to Grantee a license for such trees, shrubs and other landscaping as Grantee has placed onto Tract C on or before November 11, 2016, but Grantor reserves the right to

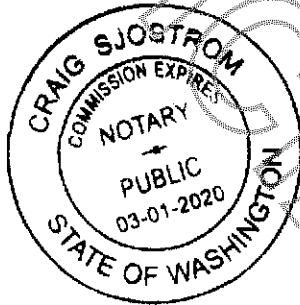
EASEMENT

GRANTOR: The Orchards PUD Homeowners' Association

GRANTEE: Elizabeth Symonds

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 27 day of march, 2018 appeared before me Elizabeth Symonds Stout, an individual personally known or satisfactorily identified to me, who signed the within and foregoing instrument in my presence and acknowledged it to be her free and voluntary act and deed for the purposes therein mentioned.



Craig Sjostrom
NOTARY PUBLIC in and for the State
of Washington, residing at Mt. Vernon
My commission expires 3/1/20

EASEMENT

GRANTOR: The Orchards PUD Homeowners' Association

GRANTEE: Elizabeth Symonds