

When recorded return to:  
Jeremy F. McNett and Tatyana Okara McNett  
5512 Doon Way  
Anacortes, WA 98221



**201805140094**

05/14/2018 11:31 AM Pages: 1 of 6 Fees: \$79.00  
Skagit County Auditor

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620034443

DOCUMENT TITLE(S)

Access Easement Agreement

**CHICAGO TITLE**  
**620034443**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: \_\_\_\_\_

Additional reference numbers on page \_\_\_\_\_ of document

GRANTOR(S)

John J. Goodman and Karen Goodman

☐ Additional names on page \_\_\_\_\_ of document

GRANTEE(S)

Qben D. Oliver

☐ Additional names on page \_\_\_\_\_ of document

ABBREVIATED LEGAL DESCRIPTION

Lot(s): 1B GOODMAN SHORT PLAT NO. 05-0120

Complete legal description is on page 2 of document

TAX PARCEL NUMBER(S)

P126496 / 350231-4-004-0300

Additional Tax Accounts are on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

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 May 10<sup>th</sup>, 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 as (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 additional access across the Burdened Property.
- E. Grantor is willing to grant Grantee a non-exclusive access easement for unlimited vehicular and pedestrian ingress and egress, and for the purposes of installing and maintaining underground utility lines 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 14 2018

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

### 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 grant 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. The Grantor agrees to erect to 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 non-exclusive, and shall be for the use of the owners and occupants of the Benefited Property and for their invitees. 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 contained within the purchase price of the property, paid by Grantee to Grantor on February 13<sup>th</sup>, 2017.
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 specifically satisfies the agreement between the parties represented by paragraph 3 of that certain Addendum to Purchase and Sale Agreement dated January 19, 2017. This Easement and all easements and agreements between the parties, previously recorded in the Official Records of Skagit County, Washington satisfies all prior discussions and agreements between the parties regarding and related to access to the Benefited Property.

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 May 10, 2018, by John J. Goodman.

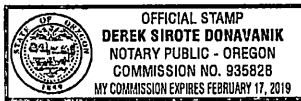


[Signature]  
NOTARY PUBLIC FOR OREGON

My commission expires: 2-17-2019

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on May 10, 2018, by Karen J. Goodman.



[Signature]  
NOTARY PUBLIC FOR OREGON

My commission expires: 2-17-2019

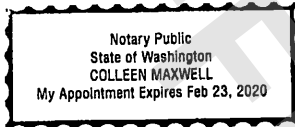
[SIGNATURES CONTINUE NEXT PAGE]

GRANTEE

Qben D. Oliver  
Qben D. Oliver

STATE OF WASHINGTON     )  
  ) ss.  
County of Skagit         )

This instrument was acknowledged before me on May 10, 2018, by Qben D. Oliver.



Colleen Maxwell  
NOTARY PUBLIC FOR WASHINGTON  
My commission expires: 2/23/20

**Exhibit A**

1. Description of Easement Area.

- a. Existing Easement. Short Plat No. 05-120, recorded under 200707240084 in the Official Record of Skagit County depicts a Road/Access and Utility Easement serving both Lot 1A and Lot 1B. This easement extends from the end of Hummingbird Lane and crosses both Lot 1B and Lot 1A. It is described more particularly as extending for 15 feet on both sides of the centerline defined by the Line Table on Short Plat 05-120.
- b. Additional Easement Area. The purpose of this agreement is to expand that Road/Access and Utility Easement by an additional 15 feet to the West of centerline for all portions crossing lot 1B, resulting in a total easement width of 45 feet, for sections depicted by Line 1, Line 2, and Line 3 in the Line Table. For those sections, the easement would extend for 15 feet to the East of centerline and 30 feet to West of centerline. More specifically, Line 1 is shown on Short Plat No. 05-120 with a direction of N43°13'58"W and a length of 28.95 feet, Line 2 is shown with a direction of N17°35'13"W and 77.77 feet in length, and Line 3 is shown with a direction of N08°55'05"E and 27.21 feet in length. The intent of this addition is to allow for a driveway, and/or placement of buried utility lines parallel to, and on the West side of the driveway already installed under Skagit County grading permit number BP06-0527.

2. For the purposes of adding an additional 15 feet, parallel with, and West of, the existing Road and Utilities Easement, being that portion of Lot 1B, Goodman Short Plat. 05-120, recorded under Auditor's File No. 200707240084, records of Skagit County, and the following described line:

Commencing at Rebar & Cap LS 19654 depicted on Goodman Short Plat 05-120:  
Thence South 26° 33'42"W, 25.28 feet to the POINT OF BEGINNING;  
Thence North 43°13'58" West, 28.95 feet;  
Thence North 17°35'13"W, 77.77 feet;  
Thence North 08°53'05"E, 27.21 feet to a terminus on the Lot 1A/Lot 1B property line running South 74°27'05"W and having a distance of 119.06 feet.