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Skagit County Auditor

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Skagit County Auditor

Return address:
Mark J. Lunz and Cheryl Lunz
14352 Lunz Rd
Anacortes, WA 98221

GUARDIAN NORTHWEST TITLE CO.

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

A11362B

Grantor: MARK J. LUNZ and CHERYL LUNZ, (Owners of P20051)

Grantee: MARK J. LUNZ and CHERYL LUNZ, (Owners of P20050 and P121902)

Legal Description: Section 7, Township 34 North, Range 2 East, W.M., Ptn. Gov't Lot 5

Additional Legal on Page ____ of Document

Assessor's Tax Numbers: 340207-0-010-0207 (Portion of P20051 and Portion of P121902)

(Burdened); and 340207-0-010-0108 (P20050, Portion of P121902, and Portion of P20051)

(Benefitted)

Rerecord to correct typing errors

This Agreement is made and entered into this 11 day of May, 2018, by MARK J. LUNZ and CHERYL LUNZ, husband and wife, in their capacities as owners of Tax Lot 340207-0-010-0207 (Portion of P20051 and Portion of P121902), described below (hereinafter "Owners of Parcel 2"), in favor of and for the benefit of MARK J. LUNZ and CHERYL LUNZ, husband and wife, in their capacities as owners of Tax Lot 340207-0-010-0108 (P20050, Portion of P121902, and Portion of P20051) described below (hereinafter "Owners of Parcel 1").

RECITALS

A. Owners of Parcel 2 are the owners of that certain parcel of real property legally described as follows ("Parcel 2"):

See Exhibit B, attached hereto and incorporated by reference.

B. Owners of Parcel 1 are the owners of that certain parcel of real property legally described as follows ("Parcel 1"):

See Exhibit C, attached hereto and incorporated by reference.

C. Parcel 2 provides ingress, egress and utilities easements to Parcel 1.

Lunz Easement

D. The owners of Parcel 2 acknowledge the rights of Parcel 1 to the existing driveway for ingress, egress and utilities, which driveway benefits Parcel 1. The existing driveway is further described as follows ("Easement Area"):

The following 20 foot wide access and utility easement being 10 feet on either side of the following described center line:

Commencing in the Northwest corner of Parcel 2 of The Boundary Line Adjustment recorded under Quit Claim Deed Auditor's File Number 201801020013:

Thence North 71°25'16" East, 10.00 feet to the POINT OF BEGINNING;
Thence South 18°32'44" East, 93.04 feet;
Thence South 78°42'54" East, 50.92 feet;
Thence North 70°46'15" East, 125.56 feet;
Thence South 89°55'03" East, 114.68 feet;
Thence South 76°30'45" East, 47.40 feet to the East boundary of said Parcel 2 and the terminus of said center line also being South 8°28'29" East, 169.54 feet from the Northeast corner of said Parcel 2.

Situated in Skagit County, Washington.

See Exhibit A, attached hereto and incorporated by reference.

NOW, THEREFORE, the parties hereto, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, agree as follows:

1. Grant of Easement Area. Owners of Parcel 2, Grantors, hereby convey to Grantees, Owners of Parcel 1, its successors and assigns, a permanent, non-exclusive easement over, under, along, across and through the Easement Area as described above on the terms and conditions set forth. This easement is for i) access (including but not limited to vehicle, pedestrian and equestrian); ii) installing, constructing, operating, maintaining, removing, repairing, and replacing water, telephone and electrical conduits or systems, gas mains and other utilities (collectively the "Utilities"); and iii) construction and maintenance of a gravel or asphalt roadway in accordance with applicable codes, ordinances and other regulations as may be imposed by the governing authority. All utilities shall be installed and maintained below the ground level or surface of the Easement Area except for such facilities (including transformers, vents, control boxes and stand pipes) which are required to be located above ground level by the applicable utility service company or governmental regulations.

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 24 2018

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
MAY 14 2018
Amount Paid \$
By *[Signature]* Skagit Co. Treasurer Deputy

2. Non-exclusive Rights. Grantee's use of, or activity on, above or under the Easement Area shall be non-exclusive. Grantor reserves the right to use the Area for any and all purposes which do not materially prevent Grantee's use of the Easement Area for the purposes stated herein and are not otherwise inconsistent with the rights herein contained.
3. No Dedication to the Public. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public uses whatsoever other than those specifically granted herein, it being the intention of the parties hereto that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.
4. Liability and Indemnification. Grantee, successors and assigns, shall indemnify, defend, and hold harmless the Grantor from any and all claims, suits, actions, losses, costs and reasonable attorney's fees and expenses, penalties, judgments, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to exercise of the rights granted in this instrument.
5. Improvement of Easement Area. The Grantee, successors and assigns, shall not impair the Grantor's use of the Easement Area at any time without the prior consent of the Grantor. Construction material, waste and debris arising from the Grantee's improvements or use of the Easement Area shall be disposed of promptly at the expense of the Grantee, successor or assigns. The Grantee shall give reasonable advance notice to the Grantor of the Grantee's intent to improve the easement. The Grantee, its agents, or employees shall design, construct, and maintain slopes, cuts and fills and control surface water in such a manner that prevents erosion, sedimentation, or alterations of land outside the Easement Area. The Grantor does not warrant or guarantee the condition, suitability, or stability of any existing soil materials, cuts, fills, or natural slopes existing prior to or subsequent to the Grantee's improvement or use of the Easement Area, or the use of such materials for the Grantee's improvement of the Easement.
6. Repair and Maintenance of the Easement Area. The Grantee, its successors or assigns shall regularly maintain improvements made to the Easement Area by them in a manner such that the Grantor's use shall not be impaired. Any damage within the Easement Area or to any area outside the Easement Area caused by Grantee, its successors or assigns, or its agents, employees or invitees, shall be promptly restored by the Grantee, its successors or assigns. Any damage to the Easement Area caused by Grantor or its agents, employees or invitees shall be promptly restored by the Grantor. Damage to the Easement Area shall be restored to the same or better condition that existed prior to the damage, using commonly accepted standards of the industry.
7. Perpetual Duration. This easement shall run with the land and following any sale or transfer thereof all rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which merge herein.

9. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Easement may be executed and notarized on separate pages and when attached to this document shall constitute one complete document.

In Witness Whereof, the Grantor and Grantee, hereby accept the terms and conditions as set forth herein and, intending to legally bind themselves, have set their hands on the date first written above.

Dated this 11 day of May, 2018.

Cheryl Lunz
CHERYL LUNZ, GRANTOR, in her capacity as
Owner of Parcel 2

Mark J. Lunz
MARK J. LUNZ, GRANTOR, in his capacity of
Owner of Parcel 2

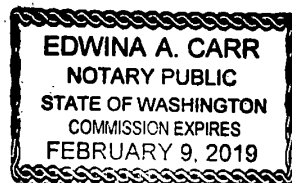
Cheryl Lunz
CHERYL LUNZ, GRANTEE, in her capacity as
Owner of Parcel 1

Mark J. Lunz
MARK J. LUNZ, GRANTEE, in his capacity as
Owner of Parcel 2

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that CHERYL LUNZ signed this instrument and acknowledged it to be her free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of May, 2018.



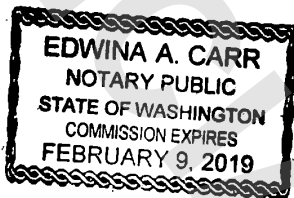
Edwina A. Carr
Notary Public for Washington
Residing at *Anacortes*
My Commission expires: *2/9/19*

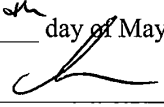
Lunz Easement

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that MARK J. LUNZ signed this instrument and acknowledged it to be his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of May, 2018.

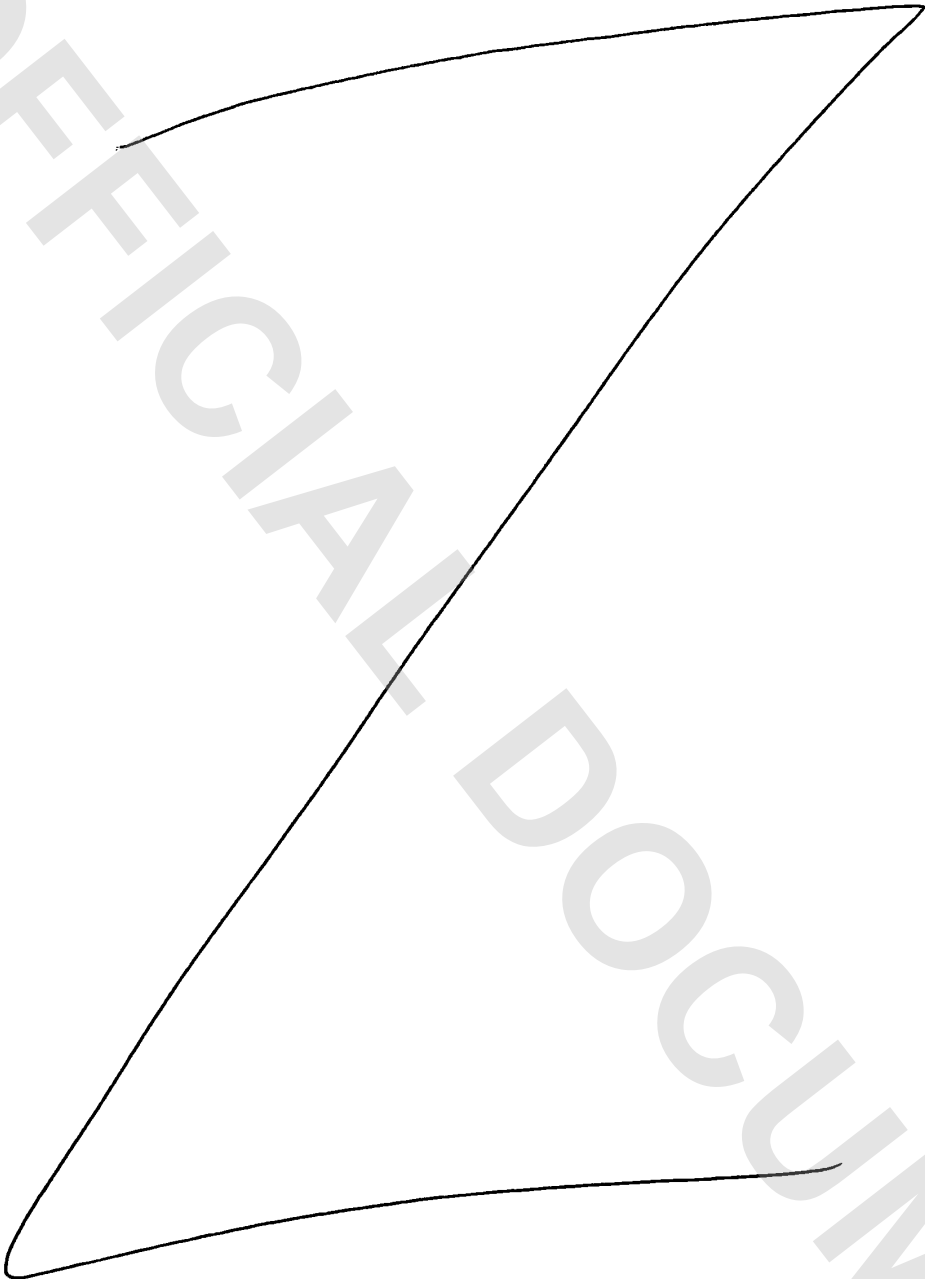




Notary Public for Washington
Residing at Anacortes
My Commission expires: 2/9/19

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EXHIBIT A



Lunz Easement

EXHIBIT B

Parcel 2

Tax Lot 340207-0-010-0207 (Portion of P20051 and Portion of P121902),

That portion of Tracts A and B of SKAGIT COUNTY SHORT PLAT NO. 13-81, revised as approved April 10, 1981, and recorded April 27, 1981, in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING in the Southwest corner of said Tract B;

Thence South 89°01'27" East, 226.13 feet;

Thence North 8°28'29" West, 241.76 feet;

Thence South 81°31'31" West, 118.40 feet;

Thence North 8°28'29" West, 336.13 feet;

Thence North 81°31'31" East, 111.15 feet;

Thence North 8°28'29" West, 292.72 feet;

Thence South 67°14'00" West, 110.63 feet;

Thence North 18°34'44" West, 10.00 feet;

Thence South 71°25'16" West, 200.00 feet;

Thence North 18°34'44" West, 10.00 feet;

Thence South 71°25'16" West, 47.89 feet;

Thence South 18°32'44" East, 794.60 feet to the POINT OF BEGINNING.

EXCEPT that portion of said Tracts A and B, conveyed to the State of Washington by Warranty Deeds recorded under Auditor's File No. 9801020062 and No. 9801020063, records of Skagit County, Washington.

TOGETHER WITH an undivided ^{eighth} ~~one-quarter~~ interest in Tract E of Skagit County Short Plat No. 13-81, revised, as approved April 10, 1981, and recorded April 27, 1981, in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East, W.M.

Situated in Skagit County, Washington.

Lunz Easement

EXHIBIT C

Parcel 1

Tax Lot 340207-0-010-0108 (P20050, Portion of P121902, and Portion of P20051)

That portion of Tracts A and B of SKAGIT COUNTY SHORT PLAT NO. 13-81, revised as approved April 10, 1981, and recorded April 27, 1981, in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, described as follows:

~~Southwest~~ ^{Southeast}
 BEGINNING in the ~~Southwest~~ corner of said Tract A;
 Thence North 89°01'27" West, 237 feet;
 Thence North 8°28'29" West, 241.76 feet;
 Thence South 81°31'31" West, 118.40 feet;
 Thence North 8°28'29" West, 336.13 feet;
 Thence North 81°31'31" East, 111.15 feet;
 Thence North 8°28'29" West, 292.72 feet;
 Thence North 67°14'00" East, 368.38 feet;
 Thence North 18°34'44" West, 35.98 feet;
 Thence North 71°30'30" West, 55.10 feet;
 Thence South 0°26'04" East, 1058.22 feet to the POINT OF BEGINNING.

EXCEPT that portion of said Tracts A and B, conveyed to the State of Washington by Warranty Deeds recorded under Auditor's File No. 9801020062 and No. 9801020063, records of Skagit County, Washington.

~~one-quarter~~ ^{eighth}
 TOGETHER WITH an undivided ~~one-quarter~~ interest in Tract E of Skagit County Short Plat No. 13-81, revised, as approved April 10, 1981, and recorded April 27, 1981, in Volume 5 of Short Plats, pages 61 and 62, under Auditor's File No. 8104270038, records of Skagit County, Washington; being a portion of Government Lot 5, Section 7, Township 34 North, Range 2 East, W.M.

Situated in Skagit County, Washington.

Lunz Easement

