



201901040007

01/04/2019 10:03 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
JAN - 4 2019

Amount Paid \$ _____
Skagit Co. Treasurer
By HB Deputy

**PRIVATE INGRESS EGRESS and UTILITY EASEMENT
AND MAINTENANCE AGREEMENT**

THE STATE OF WASHINGTON

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF SKAGIT

This Agreement is entered to be effective July 1, 2018 by and between the current Owners of Lots 7 and 8 P102477 and P102478, and future owners, their respective successors and assigns of Lots 7 and 8 ("GRANTOR" herein) and The City of Anacortes ("GRANTEE" herein).

WITNESSETH:

WHEREAS, GRANTOR(S) are the owners of properties described as:

Lot 7 of the W. 10th St. Boundary Line Adjustment #2, approved on July 27, 2016, recorded March 10, 2017 under Auditor's File No. 201703100069 Skagit County Washington and Lot 8 of the W. 10th St. Boundary Line Adjustment #2, approved on July 27, 2016, recorded March 10, 2017 under Auditor's File No. 2017703100069 Skagit County Washington.

Grantor is: Irving Construction Corporation
819 Commercial Ave Suite 6
Anacortes, WA 98221

WHEREAS, GRANTEE is: The City of Anacortes

904 6th St.
Anacortes, WA. 98221

WHEREAS, GRANTOR(S) are desirous of creating and maintaining an area for easement purposes, in accordance with the Civil Drawings titled W. 11th St. Improvements, specifically Easement Section E-E on page C3 as accepted

INGRESS AND EGRESS EASEMENT
AND MAINTENANCE AGREEMENT

by The City of Anacortes Public Works #16-096-DEV, under certain terms and conditions (referred to herein as "Easement") being more particularly described and located as:

See Exhibit "A"

WHEREAS, the GRANTOR(S) and GRANTEE wish to reduce to writing such terms, conditions, and agreements pertaining to the Easement; the Grantor and Grantee hereby agree as follows:

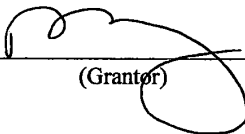
1. GRANTOR(S) has GRANTED AND CONVEYED, and by these presents does hereby GRANT and CONVEY unto GRANTEE, a perpetual, free, continuous and uninterrupted use, liberty and privilege to use the Easement for maintenance of the Sanitary Sewer Line pipe and all related appurtenances that exists under the Easement described in Exhibit "A", and, for Fire and Emergency Vehicle traffic ingress and egress only and for the installation of Fiber.
2. Neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon the Easement which may impair the flow of traffic over and across same.
3. GRANTOR(S) shall have perpetual, free, continuous and uninterrupted use, liberty and privilege to use the Easement for ingress and egress to their properties and the right to permit their invitees and guests, coming on the premises to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for ingress and egress to purposes.
4. GRANTOR(S) will maintain the Easement as shown in Exhibit A as an all-weather asphalt road surface until such time (if any) in the future when the Easement is released by written instrument, signed and acknowledged by the then owner(s) (GRANTOR'S) property; and any mortgagee then holding a loan secured by GRANTOR'S property.
5. This Easement shall be maintained by the GRANTOR(S), successors and assigns. Repair and Maintenance expenses associated to the Easement will be shared proportionally by each of the Lot Owners (Lots 7 and 8); provided, however, that if any such maintenance, repair or replacement is required as a result of acts or omissions of the Owner of one of the Lots, such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.
6. GRANTEE shall not permit any mechanic's or materialman's liens to be enforced against **The Easement Property** in connection with any work performed over, under or across **The Easement Property** or at the direction of the GRANTEE.
7. Said Easement shall bind and inure to the respective benefit of GRANTOR and GRANTEE. As used herein the

terms GRANTOR shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of GRANTOR'S property. The GRANTEE is the City of Anacortes.


- 8. This is an easement, not a license. It is intended that the Benefits and Burdens of **The Easement Property** and covenants herein shall run with and be appurtenant to and run with **The Easement Property** such that a transfer of legal title to all or a portion of **The Easement Property** shall automatically transfer an interest in such Benefits and Burdens.
- 9. It is intended that this Easement shall be construed as being an adequate, legally enforceable road maintenance agreement pursuant to applicable standards of secondary marketing investors in the residential mortgage lending industry.

This **Easement Agreement** shall be construed in accordance with and governed by the laws of the State of Washington.

GRANTOR and GRANTEE have duly executed this Ingress and Egress Easement and Maintenance Agreement effective as of the 21st day of June, 2018.



 (Grantor)



 (Grantee)

 (Grantor)

 (Grantee)

STATE OF WASHINGTON

COUNTY OF SKAGIT

The undersigned Robn Irug, being the owner and holder of an existing Deed of Trust lien or other lien upon and against the Property as such mortgagee and lienholder, does hereby consent to the grant of said Easement said and to the recording of same.

This consent shall not be construed or operate as a release of said Deed of Trust or Lien owned and held by the

undersigned, or any part thereof.

Executed this 21st day of June, 2018.

LIENHOLDER:

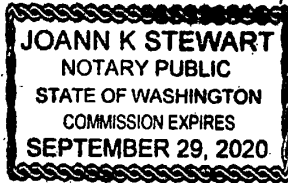
By: [Signature]
Its: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

This instrument was acknowledged before me on 6-21-2018,
by Laurie Gee Grantee



[Signature]
Notary Public - State of Washington
Printed Name of Notary:
Joann K. Stewart
My Commission Expires: 9-29-2020

LIENHOLDER ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

This instrument was acknowledged before me on _____,
by _____
of _____
a _____ corporation on behalf of said corporation.

State of Washington }

County of Skagit }

I certify that I know or have satisfactory evidence that Robin Irving,
the party/parties who appeared before me, and said he/she/they acknowledged that he/she/they
signed this instrument, on oath stated he/she/they are authorized to execute the instrument as Secretary
~~trustee(s)~~ of Irving Construction, Inc.
to be the free and voluntary act of such party/parties for the uses and purposes mentioned in this
instrument.

Dated: 6-21-18

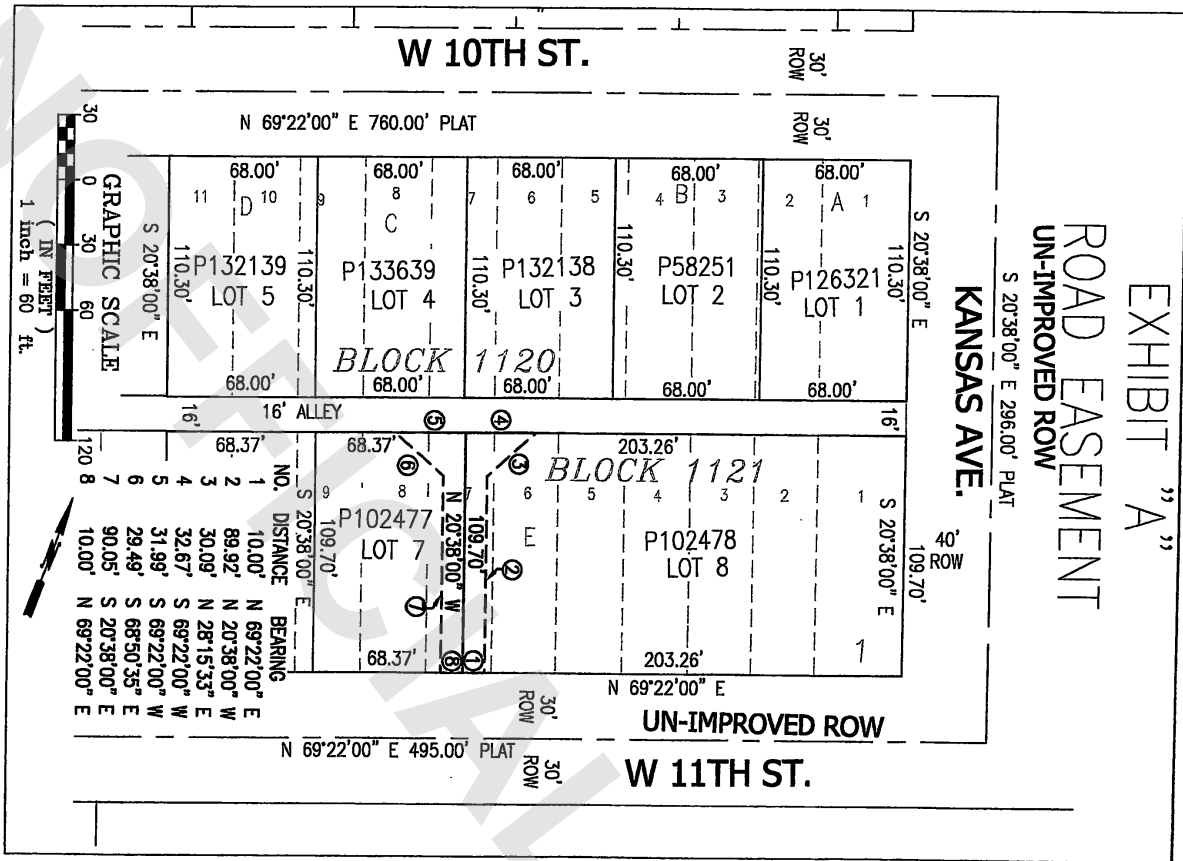
Helen L Pearson



Notary Public in and for the State of WA

Residing at Stanwood

My appointment expires 6-20-2020



Easement on Lot 7

An access and utility easement is located on and across Lot 7 of the WEST 10th STREET BOUNDARY LINE ADJUSTMENT #2, approved on July 27, 2016, recorded on March 10, 2017, under Auditor's File No. 201703100069, which is a re-recording of that instrument recorded on July 29, 2016, under Auditor's File No. 201607290121, records of Skagit County, Washington, being a portion of Lots 1 through 11, inclusive, Block 1120 and Lots 1 through 11 inclusive, Block 1121, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington, described as follows:

BEGINNING in the Southeast corner of said Lot 7;
Thence North 20°38'00" West, 109.70 feet along the East boundary of said Lot 7;
Thence South 69°22'00" West, 31.99 feet;
Thence South 68°50'35" East, 29.49 feet;
Thence South 20°38'00" East, 90.05 feet;
Thence North 69°22'00" East, 10.00 feet to the POINT OF BEGINNING.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Easement on Lot 8

An access and utility easement is located on and across Lot 8 of the WEST 10th STREET BOUNDARY LINE ADJUSTMENT #2, approved on July 27, 2016, recorded on March 10, 2017, under Auditor's File No. 201703100069, which is a re-recording of that instrument recorded on July 29, 2016, under Auditor's File No. 201607290121, records of Skagit County, Washington, being a portion of Lots 1 through 11, inclusive, Block 1120 and Lots 1 through 11 inclusive, Block 1121, "NORTHERN PACIFIC ADDITION TO ANACORTES," as per plat recorded in Volume 2 of Plats, page 9, records of Skagit County, Washington, described as follows:

BEGINNING in the Southwest corner of said Lot 8;
Thence North 20°38'00" West, 109.70 feet along the West boundary of said Lot 8;
Thence North 69°22'00" East, 32.67 feet;
Thence South 28°15'33" West, 30.09 feet;
Thence South 20°38'00" East, 89.92 feet;
Thence South 69°22'00" West, 10.00 feet to the POINT OF BEGINNING.

Situate in the City of Anacortes, County of Skagit, State of Washington.