



201902280144

02/28/2019 03:56 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

After recording return document to:

NICOL LAW, PLLC
1204 Cleveland Ave.
Mount Vernon, WA 98273

DOCUMENT TITLE: EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTORS: PAUL D. BLAKE, JUNG LEE BLAKE and the marital community, BLAKES,
aka BLAKE'S RESORT AND MARINA, INC., a Washington Corporation

GRANTEE(S): GREG MCKEE and JENNIFER MCKEE and the marital community

ABBREVIATED LEGAL DESCRIPTION:

A portion of Government Lot 6, Section 8, Township 33 North, Range 3 East, W.M.

ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 2 and 3 OF DOCUMENT.

ASSESSOR'S TAX/PARCEL NUMBER(S):	P15525 / 330308-0-017-0209
	P15523 / 330308-0-017-0001
	P15517 / 330308-0-010-0305
	P15515 / 330308-0-010-0107

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
FEB 28 2019

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

THIS AGREEMENT is made this by and between PAUL D. BLAKE, JUNG LEE BLAKE and the marital community, BLAKES, aka BLAKE'S RESORT and MARINA, INC., a Washington Corporation (the "Grantors") and GREG MCKEE and JENNIFER MCKEE and the marital community (the "Grantees"), and each of them.

BACKGROUND:

- A. Grantors own and have title to real property in Skagit County, Washington, described as follows (the "Grantors' Parcel"):

That portion of Tract "A" of the Mayetta Summers Short Plat No. 45-81 as recorded July 14, 1981, in Volume 5 of Short Plats at Pages 99 and 100 under Auditor's File No. 8107140009, more specifically described as follows: Beginning at the Southeast corner of said Tract "A" thence $87^{\circ} 58' 27''$ W along the South line of said Tract "A", a distance of 30.00 ft. to the true point of beginning; thence continue N $87^{\circ} 58' 27''$ W along the South line of Tract "A", a distance of 213.39 ft.; thence S $88^{\circ} 33' 46''$ W along the South line of Tract "A", a distance of 400.32 ft.; thence N $7^{\circ} 38' 08''$ W, a distance of 85.35 ft.; thence N $82^{\circ} 21' 46''$ E, a distance of 13.00 ft.; thence N $7^{\circ} 38' 14''$ W, a distance of 28.00 ft.; thence N $81^{\circ} 18' 49''$ E, a distance of 150.04 ft.; thence N $84^{\circ} 25' 40''$ E, a distance of 153.00 ft.; thence $82^{\circ} 01' 00''$ E, a distance of 266.53 ft.; thence on a curve to the right having a radius of 50.00 ft. and a central angle of $100^{\circ} 27' 33''$, an arc distance of 87.67 ft.; thence S $2^{\circ} 28' 33''$ W, a distance of 134.56 ft. to the true point of beginning, and containing 2.1159 Acres.

Together with and easement for ingress, egress and utility purposes over, across and under the East Thirty (30) feet of Tracts "A" and "B" and the North Thirty (30) feet of the East 360 feet of Tract "A" of said Mayetta Summers Short Plat.

Situate in the County of Skagit, State of Washington

- B. Grantees own and have title to real property in Skagit County, Washington described as follows (the "Grantees' Parcels"):

TRACT A, OF SHORT PLAT #45-81 RECORDED UNDER AF#8107140009; BEING A PORTION OF GOVERNMENT LOT 6 IN SEC 8, TWP 33, RNG 3; EXCEPT THE FOLLOWING DESCRIBED TRACT; BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 'A'; THENCE NORTH $87-58-27$ WEST ALONG THE SOUTH LINE OF SAID TRACT 'A' A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH $87-58-27$ WEST ALONG THE SOUTH LINE OF TRACT 'A' A DISTANCE OF 213.39 FEET; THENCE SOUTH $88-33-46$ WEST ALONG THE SOUTH LINE OF TRACT 'A' A DISTANCE OF 400.32 FEET; THENCE NORTH $07-38-08$ WEST A DISTANCE OF 85.35 FEET; THENCE NORTH $82-21-46$ EAST A DISTANCE OF 13 FEET; THENCE NORTH $07-38-14$ WEST A DISTANCE OF 28 FEET; THENCE NORTH $81-18-49$ EAST A DISTANCE OF 150.04 FEET; THENCE NORTH $84-25-40$ EAST

A DISTANCE OF 153 FEET; THENCE NORTH 82-01-00 EAST A DISTANCE OF 266.53 FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 100-27-33, AN ARC DISTANCE OF 87-67 FEET; THENCE SOUTH 02-28-33 WEST A DISTANCE OF 134.56 FEET TO THE TRUE POINT OF BEGINNING. SURVEY AF#201310070190

- C. Grantors and Grantees see benefit to both parties in cooperating to provide the Grantees with ingress and egress to a portion of Grantors property (the "Disputed Property") which is described as follows:

That portion of Government Lot 6, Section 8, Township 33 North, Range 3 East, W.M., more particularly described as follows:

Commencing at the Southeast corner of Tract A of Short Plat No. 45-81, recorded on July 14, 1981 under Auditor's File No. 8107140009, records of Skagit County, Washington; thence North 2 Degrees 28'33" East along the East line of said Tract A, a distance of 230.44 feet to the Northeast corner of said Tract A; thence South 82 Degrees 01'00" West along the Northerly line of said Tract, a distance of 359.90 feet to the TRUE POINT OF BEGINNING; thence North 7 Degrees 19'00" West along the Easterly line of said Tract A, a distance of 29.11 feet; thence South 82 Degrees 01'00" West along the Northerly line of said Tract A, a distance of 35.49 feet; thence continuing South 82 Degrees 01'00" West, a distance of 1.57 feet; thence South 6 Degrees 45'48" East a distance of 5.29 feet; thence North 81 Degrees 31'37" East a distance of 34.03 feet; thence South 08 Degrees 38'29" East a distance of 24.11 feet; thence North 82 Degrees 01'00" East a distance of 4.92 feet to the TRUE POINT OF BEGINNING.

- D. Grantors and Grantees also desire to establish the responsibilities and obligations between them relative to the use of existing easements and shared water services, and to record their covenants in such regard for the benefit of future owners of the respective properties.

NOW, THEREFORE, the parties make the following:

AGREEMENT:

I. **Grant of Easement:** The Grantors, for and in consideration of good and valuable consideration derived or to be derived here from and for other good and valuable consideration received and acknowledged by the Grantors as evidenced by their signatures below, do hereby grant and convey to the Grantees, for the benefit of and to run with the Grantees' Property, a perpetual, non-exclusive easement under, over, through and across the Disputed Property for ingress and egress, and the reconstruction, repair and continuing maintenance of the GRANTEES' garage and surrounding property.

II Covenants Regarding Use, Maintenance and Repair of Roadway and Waterline:

- a. Grantors hold an easement for ingress, egress and utilities over a roadway (the "Roadway") that crosses through a portion of Grantees' Property; and, Grantees receive public water through a water pipe (the "Water Pipe") that provides public water to Grantors' Property and then is extended into Grantees' Property.
- b. Grantees and Grantors agree to share in the cost of maintenance of the Roadway. The Grantors shall maintain the Roadway in a safe, usable manner year-round and provide supplies, equipment and labor for the basic maintenance of the Roadway. In return, the Grantees shall pay to Grantors a flat fee of forty dollars and 00/00 (\$40.00) per month to the Grantors on or before the tenth (10th) day of each calendar month commencing on February 10, 2019, as the Grantees share of the basic road maintenance cost. The flat fee paid by the Grantees shall increase each year in January in an amount consistent with the increase in Social Security payments to Social Security Recipients. For example, if Social Security payments are increased in a given year by 2%, the flat fee payment for maintenance of the Roadway by the Grantees shall increase by 2%.
- c. Grantees or Grantors shall individually make repair of or pay for the repair of any damage, outside of ordinary wear and tear, that they or their employees cause to the Roadway.
- d. Grantors and Grantees shall contribute on a proportional basis to the restoration of the Roadway in the event of damage to the Roadway caused by natural disaster or "act of God", such as flooding, or other event not under the control of or the responsibility of Grantors and Grantees. Grantees proportional share of such cost shall be 30% of the reasonable cost of material and labor for the repair and Grantors shall be 70% of the reasonable cost of materials and labor for the repair.
- e. In the event the parties agree to purchase insurance to cover the risk of damage to the Roadway by natural disaster or other causes, the parties shall share in the payment of the premiums proportionally in the same proportion as discussed in Paragraph "d" above.
- f. Unless agreed in writing in advance, neither party shall make major improvements to the Roadway.
- g. Grantees shall accept the installation of a water meter on the Water Pipe that will measure the water use at the Grantees' Property to provide for the accurate calculation of water usage by the Grantees. The Grantees shall pay to the Grantor on a monthly basis the flat residential fee normally charged for residential service in Skagit County and the normal residential per-gallon rate for the actual water usage on the Grantees' Property.
- h. The Grantors shall not hook any other party up to the Grantee's meter or use the meter for measurement of water usage for anyone but the Grantees, and Grantees agree to not alter or interfere with the use of the meter.

- i. In the event of non-payment by Grantees, Grantors shall provide Grantees with written notice of such non-payment in the manner stated herein. If payment is not thereafter made by Grantees within twenty (20) days, Grantors may disconnect the Water Pipe, or otherwise interrupt the flow of water through the Water Pipe to Grantees, pending receipt of payment of all sums owed plus a late payment penalty of \$25.00, and an additional \$25.00 for each calendar month that passes from the date of delivery of such notice until payment of all sums owed has been made. In addition, or in the alternative, Grantors may pursue collection of any sums past due and shall be awarded their reasonable attorney fees and costs incurred in such proceedings.
- j. Grantors shall not be responsible for any interruption in the delivery of water to Grantees property not caused by Grantors, and Grantors shall not be considered a provider of water or otherwise responsible for the quality of the water provided by the Water Pipe to Grantees' Property. Grantees shall be responsible to conduct any tests to determine the water quality from the Water Pipe.

III Compliance With Laws and Rules. The Grantors and Grantees shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

IV Reservation of Rights. The Grantors and Grantees reserve all rights with respect to their property, including, without limitation, the right to grant further easements, licenses and permits to others subject to the rights granted in this easement.

V Subordination. The rights granted herein are subject to permits, leases, licenses and easement, if any, heretofore granted by the Grantors or Grantees affecting the property subject to this easement agreement. The Grantors and Grantees do not warrant title to its respective property and shall not be liable for defects thereto or failure thereof.

VI Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

VII No Rights Created in Third Parties. This agreement and instrument shall not be construed as creating or conveying benefits to any property owner who is not a party to this agreement.

VIII Modification: This agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the signed, written agreement of all parties.

IX Voluntary Execution: The parties represent, understand and agree that this agreement is made and entered into as their free and voluntary act and that the consideration exchanged is sufficient for the purposes herein.

X Costs and Attorneys' Fees:

- a. Except as otherwise discussed in this agreement, each party shall bear the cost of their respective attorney's fees and costs incurred to the date of this agreement.
- b. If, however, by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the prevailing party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

XI Jurisdiction and Venue: In the event any action is brought to enforce this agreement, the parties agree that Washington State law will control, Jurisdiction will be in the State of Washington and venue shall reside exclusively in Skagit County, Washington.


XII Representation. Each of the provisions of this Agreement has been reviewed and negotiated, and represents that combined work product of the Parties hereto. The Parties have been given ample opportunity to obtain counsel and consult therewith. No presumption of other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.


XIII Authority: The Parties certify by their respective signatures below that said signatories are authorized to act on behalf of and bind their respective corporations or organizations to this agreement, if any, and that the Parties and their respective corporations or organizations, if any, will be bound by the terms of this Agreement. The Parties further agree to obtain whatever documentation or perform whatever action is necessary either individually, as a marital community and/or under the terms of their respective corporate documents, agreements, by-laws or articles of incorporation, if any, to bind them or their respective organizations to the terms of this Agreement before signing below.

XIV Notice: Any notice required under the terms of this agreement shall be deemed delivered three days after such notice is mailed postage pre-paid via Certified mail, return receipt requested, through the U.S. Postal Service to the parties last known address.


This agreement is dated ~~as shown above.~~ 2-21-19

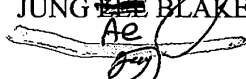
GRANTOR:



PAUL D. BLAKE



GRANTOR:




JUNG HAE BLAKE


GRANTOR:

BLAKES' RESORT and MARINA, Inc,

By, 
 PAUL D. BLAKE, President / Governor

GRANTEE:**GRANTEE:**

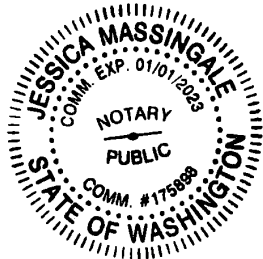
By,  2-21-19
 GREG MCKEE

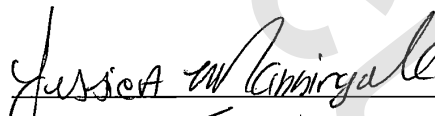
By,  2-21-19
 JENNIFER MCKEE

STATE OF WASHINGTON)
 : SS
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ~~PAUL D. BLAKE~~ is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, individually and as an authorized representative for Blakes' Resort and Marina, Inc., for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 15th day of Feb, 2019.




 Printed Name: Jessica Massingale
 Notary Public in and for the State of Washington.
 My commission expires: Jan 1, 2023

GIVEN under my hand and official seal this 15th day of Feb., 2019.

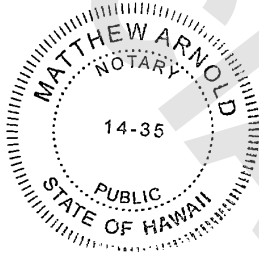
Jessica M. Mungall
 Printed Name: Jessica Mungall
 Notary Public in and for the State of Washington.
 My commission expires: Jan 1, 2023

GIVEN under my hand and official seal this 21 day of FEB, 2019.

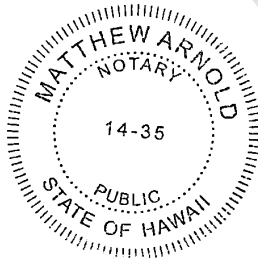
Printed Name: MATTHEW ARNOLD
Notary Public in and for the State of Washington
My commission expires: 02/16/2022

Notary Signature [Signature] Date 2/21/19

GIVEN under my hand and official seal this 21 day of FEB, 2019.



Printed Name: MATTHEW ARNOLD
Notary Public in and for the State of Washington.
My commission expires: 02/16/2022



Doc. Date: 2/21/19 # Pages: 1
Notary Name: Matthew Arnold Second Circuit
Doc. Description: Exhibit A Affidavit
Matthew Arnold 2/21/19
Notary Signature Date