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Skagit County Auditor

Filed at the request of:

Karen Kesselring
819 Lange Road
Bellingham, WA 98226

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 26 2019

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

GRANT OF EASEMENT FOR ACCESS AND UTILITIES

DOCUMENT TITLE: Grant of Easement for Access and Utilities
GRANTOR: Karen J. Kesselring, Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3
GRANTEE: Karen J. Kesselring, Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3
ABBREVIATED LEGAL: The E. 610 Feet of the SE ¼ of the SW ¼ West of State Hwy 99, Except the North 420 feet, Section 20, Township 36 North, Range 4 E. W.M., Skagit County, WA; and A portion of the SE ¼ of the SW ¼ lying East of Old Samish Road, Except the North 420 feet and Except the East 610 feet, Section 20, Township 36 North, Range 4 E. W.M., Skagit County, Washington
ASSESSOR'S TAX PARCEL NUMBER(S): 360420-3-012-0000 / P49624 & 360420-3-011-0001 / P49623

This Grant of Easement is made effective this 17th day of April, 2019, by and between Karen J. Kesselring, Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3, "Grantor", and Karen J. Kesselring, Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3, "Grantee".

RECITALS

Whereas, Grantor owns property commonly known as 3882 Old Highway 99 North Road, Burlington, WA 98233 (hereafter **Parcel A**) and legally described as follows:

The East 610 feet of the following described tract:

The Southeast ¼ of the Southwest ¼ of Section 20, Township 36 North, Range 4 East W.M., lying West of the State Highway 99 and East of Old County Road known as Old Samish Road, EXCEPT, the North 420 feet of said premises.

Situate in Skagit County, Washington.

Whereas, Grantee owns property that is vacant land and adjoins Parcel A described above on the west (hereafter **Parcel B**) and legally described as follows:

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 36 North, Range 4 East W.M., lying Westerly of the State Highway 99 and Easterly of old county road known as Old Samish Road; Except the North 420 feet and the East 610 feet of said premises; AND EXCEPT the following described tract:

Beginning on a point on the South line of said section, where the same is intersected by the Easterly right of way line of County road which point is 1031.6 feet East of the Southwest corner of said Section 20; hence East along said Section line, 86.2 feet to the center of Friday Creek; thence following the centerline of said creek the following courses and distances: North $55^{\circ}05'$ East, 305.73 feet; thence North $45^{\circ}00'$ East, 127.28 feet; thence North $12^{\circ}31'40''$ East, 46.1 feet; thence North $56^{\circ}18'40''$ West, 36.1 feet; North $79^{\circ}47'40''$ West, 152.4 feet; thence South $82^{\circ}41'30''$ West, 86.32 feet, more or less, to the Easterly line of the County Road; thence South $25^{\circ}00'$ West, 381.8 feet, more or less, to the point of beginning.

Situate in Skagit County, Washington.

Whereas, the access to Parcel B is gained over Parcel A, but there is not an easement in the public record providing that right. In addition, so that Parcel B can be developed there is also a need for an easement for utilities over said Parcel A.

Whereas, Grantor is willing to grant an easement for ingress, egress and utilities over a portion of Parcel A to provide access and utilities in favor of Parcel B.

EASEMENT

Now, therefore, in consideration of Mutual Benefits to the Grantor and Grantee, their successors and assigns, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement** – Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns, a non-exclusive perpetual easement 30 feet in width, and 70 feet in width, for access and utilities over, under and upon a portion of Parcel A lying Northerly and Easterly of the following described line

Begin at a point on the Westerly right-of-way line of Old Highway 99 North Road at a point lying on a line parallel with and 280 feet South of the North line of Parcel "A"; thence West on said parallel line, 30 feet, more or less, to a point on a line parallel with and 30 feet West of the Westerly right-of-way line of Old Highway 99 North Road; thence North along said parallel line 210 feet, more or less, to a point on a line parallel with and 70 feet South of the North line of Parcel "A"; thence West along said parallel line to the West line of Parcel "A", the terminus of this line description.

Situate in the County of Skagit, State of Washington.

2. **Benefit and Burden / No Merger Intended** – This easement grant burdens Parcel A and benefits Parcel B. It is intended to be a covenant running with the land and will be binding upon the parties hereto, their heirs, successors and assigns. This easement has been prepared and executed in anticipation of selling Parcel A and / or Parcel B to a third party. No merger of title is intended by virtue of common ownership of the parcels at the date of execution and recording.
3. **Improvement of Easement** – All initial costs of construction, maintenance and repair of the access and utilities easement granted herein shall be paid by the Grantee herein.
4. **Use and Maintenance After Improvement** – Upon completion of construction all costs of maintenance and repair of the access and utilities easement granted herein shall be paid by the Grantee herein. In the event that the Grantor uses the access and utilities easement in the future, the costs of maintenance and repair shall be allocated by and between the parties in a subsequent agreement. In the event that no subsequent agreement is recorded within 90 days after commencement of use by the Grantor, all costs of maintenance and repair shall be shared equally by the parties.

The use of the easement by Grantee, their guests and invitees, shall be in a reasonable manner for the purpose of access and utilities only. No vehicles shall be parked on the easement without the specific authorization of the Grantor.

5. **No Public Dedication** – Nothing herein shall be deemed a gift or dedication for public purposes.
6. **Indemnification** - The Grantee will indemnify and hold the Grantor harmless from any loss or damage, including costs and attorney's fees, suffered by the Grantee, or any of their guest or invitees, as a result of their use of the easement unless the loss or damage results from the negligence of the Grantor.

The Grantor will indemnify and hold the Grantee harmless from any loss or damage, including costs and attorney's fees, suffered by Grantor, or any of their guests or invitees, as a result of their use of the easement unless the loss or damage results from the negligence of the Grantee.

7. **Alternate Dispute Resolution** – Mediation / Arbitration – In the event of a dispute between the parties to this Grant of Easement, it is hereby agreed that the dispute shall first be referred to Washington Arbitration and Mediation Services, or an alternate service, by agreement of the parties. The parties shall consider Mediation and/or Arbitration Services. Alternate Dispute Resolution will only be utilized upon agreement of both parties.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court proceeding or rules of evidence. The Mediator does not have the power to render a

binding decision upon the parties or force an agreement upon them. Each party shall pay ½ of the cost of a mediator.

Arbitration will be conducted according to the Washington Arbitration & Mediation Service Rules of Arbitration. The Arbitrator's decision shall be final and legally binding and judgment may be entered on the basis of that decision. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event that a party fails to proceed with arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with the Arbitrator's award, the other party is entitled to costs of the proceeding including a reasonable attorney's fees for having to compel arbitration or defend or enforce the remedy awarded in arbitration.

8. **Attorneys' Fees and Venue** – Legal fees and costs shall be addressed as set forth above. It is agreed that the venue of any legal action will be in the Superior Court of Whatcom County, Washington. Reasonable costs and fees incurred in a proceeding in the Superior Court shall be awarded to the prevailing party.
9. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.
10. **Notices** – In the event that notice need be communicated to the parties their contact information is as follows:

Grantor: Karen J. Kesselring
819 Lange Road
Bellingham, WA 98226

Grantee: Karen J. Kesselring
819 Lange Road
Bellingham, WA 98226

11. **Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this agreement on the date first written above.

GRANTOR

Karen J. Kesselring
Karen J. Kesselring, Personal Representative
of the Estate of Ronald Kesselring, deceased,
Whatcom County Cause No. 16-4-00671-3

GRANTEE

Karen J. Kesselring
Karen J. Kesselring, Personal Representative
of the Estate of Ronald Kesselring, deceased,
Whatcom County Cause No. 16-4-00671-3

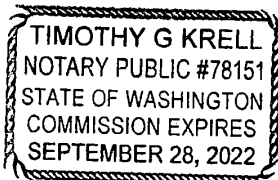
STATE OF WASHINGTON

ss.

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Karen J. Kesselring is the person who appeared before me, and said person acknowledged that she is authorized to execute the instrument and acknowledge it as the Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 17th, 2019



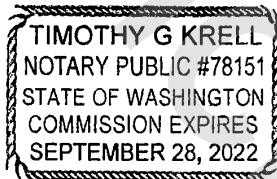
Timothy G. Krell
Notary name printed or typed: Timothy G. Krell
Notary Public in and for the State of Washington
Residing at: Bellingham
My appointment expires: 9/28/2022

STATE OF WASHINGTON

ss.

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Karen J. Kesselring is the person who appeared before me, and said person acknowledged that she is authorized to execute the instrument and acknowledge it as the Personal Representative of the Estate of Ronald Kesselring, deceased, Whatcom County Cause No. 16-4-00671-3 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 17, 2019

Timothy G Krell
Notary name printed or typed: *Timothy G. Krell*
Notary Public in and for the State of Washington
Residing at: Bellingham
My appointment expires: *9/28/2022*