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Skagit County Auditor

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Laura Minton Breckenridge  
Skagit Law Group, PLLC  
P.O. Box 336  
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 29 2019

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

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

<b>Document Title:</b>	EASEMENT AGREEMENT
<b>Grantor:</b>	ANDREA J. MARTIN, Personal Representative of the Estate of Lyle R. Ovenell, Deceased
<b>Grantee:</b>	ANDREA J. MARTIN, Personal Representative of the Estate of Lyle R. Ovenell, Deceased
<b>Abbreviated Legals:</b>	Grantor's Property - Ptn NW ¼ NE ¼ S31 T35N R4E WM Grantee's Property - Ptn SW ¼ NE ¼ S31 T35N R4E WM Easement Area - Ptn of NW ¼ NE ¼ S31 T35N R4E WM
<b>Parcel Numbers:</b>	Grantor's Property - 350431-1-007-0009; P38145 Grantee's Property - 350431-2-001-0003; P38154
<b>Reference Number(s) of Documents Affected:</b>	N/A
<b>Full Legal Descriptions set forth in Exhibits A, B, C and D of Document.</b>	

THIS EASEMENT AGREEMENT (the "Easement Agreement"), is made this 25<sup>th</sup> day of April, 2019, by and between ANDREA J. MARTIN, the duly appointed, qualified and acting Personal Representative of the Estate of Lyle R. Ovenell, Deceased ("Grantor"), and ANDREA J. MARTIN, Personal Representative of the Estate of Lyle R. Ovenell, Deceased ("Grantee").

A. Grantor is the owner of residential real property in Skagit County, Washington, identified by Skagit County Assessor's parcel and identification numbers 350431-1-007-0009, P38145 and legally described in **Exhibit A** attached hereto and incorporated herein by this reference ("Residential Parcel").

B. Grantee is the owner of an adjoining parcel of farmland lying southerly of the Residential Parcel identified by Skagit County Assessor's parcel and identification numbers 350431-2-001-0003, P38154 and legally described in **Exhibit B** attached hereto and incorporated herein by this reference (the "Farmland Parcel").

C. The north boundary of the Residential Parcel runs along Josh Wilson Road. The south boundary of the Residential Parcel is the north boundary of the Farmland Parcel. The

Farmland Parcel currently has no access to Josh Wilson Road.

D. The Grantee wishes to obtain from the Grantor, and Grantor has agreed to grant to Grantee, an access and utilities easement, as described in **Exhibit C** attached hereto and incorporated herein by this reference, to the Farmland Parcel running over, under and across the Residential Parcel (“Easement”).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and no monetary consideration, the parties agree as follows:

1. Grant of Easement. The Grantor, on behalf of itself and its successors, assigns and heirs, hereby grants and conveys to Grantee, and its agents, tenants, successors, assigns, heirs and personal representatives, a permanent and perpetual non-exclusive easement over, under, across and through the Easement for ingress, egress and utilities to and from the Farmland Parcel.

2. Relocation of Easement. The Grantor, Grantee, and/or their respective successors, assigns and heirs may relocate the easement to an alternate location as they may mutually agree in writing recorded as an amendment to this Easement Agreement.

3. Legal Description of Residential Parcel. Following mutual execution and recording of this Easement Agreement, the legal description for the Residential Parcel shall be as described in **Exhibit D** attached hereto and incorporated herein by this reference.

4. Grantor’s Rights. Grantor reserves the right to itself, its agents, tenants, successors, assigns, heirs and personal representatives to make any use of the Easement that is not inconsistent with the rights conveyed to Grantee under this Easement Agreement and that does not interfere with the use of the Easement by Grantee.

5. Right to Indemnification. The parties shall protect, release, defend, indemnify and hold one another harmless from and against liabilities, claims, actions, damages, demands, costs and expenses of any kind or nature, including, but not limited to, legal fees and costs and other professional expenses, arising out of or in connection with the other party’s acts or omissions, whether occurring prior to the date of this Easement Agreement or after, in any way directly or indirectly arising out of or in any way relating to the Easement granted in this Easement Agreement or the use of the Easement.

6. General Provisions. The following general provisions shall apply with respect to this Easement Agreement:

6.1 Successors and Assigns. The rights and obligations created pursuant to this Easement Agreement shall bind all subsequent owners of the Grantor’s Property, as described in **Exhibit A**, as well as subsequent owners of the Grantee’s Property, as described in **Exhibit B**.

6.2 Running Covenants. This Easement Agreement is, and in all events shall be, understood to relate to the properties described in **Exhibit A** and **Exhibit B** and shall be deemed to be covenants running with the land and shall inure to and be binding upon the agents, tenants, successors, assigns, heirs, and personal representatives of the parties.

6.3 Non-Merger. No merger shall be deemed to have occurred due to the Grantor and Grantee being the same party or the Grantor/Grantee owning both the Residential Parcel and the Farmland Parcel.

6.4 Entire Agreement; Modifications. This Easement Agreement is the entire understanding between the parties with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Easement Agreement. Neither this Easement Agreement, nor any provision in this Easement Agreement, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by both parties and then, only to the extent set forth in such instrument.

6.5 Notices. Any notice required or permitted to be delivered under this Easement Agreement shall be in writing and shall be validly given and made to another party if delivered either personally or by United States Postal Service certified mail, postage prepaid, return receipt requested. If such notice is personally delivered, it shall be deemed given and received at the time of such delivery. If such notice is delivered by United States Postal Service certified mail, it will be deemed to have been given upon four (4) business days after being deposited in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is given, as follows:

If to Grantor: Andrea J. Martin, Personal Representative of the  
Estate of Lyle R. Ovenell, Deceased  
12329 11<sup>th</sup> Tee Lane  
Burlington, WA 98233

If to Grantee: Andrea J. Martin, Personal Representative of the  
Estate of Lyle R. Ovenell, Deceased  
12329 11<sup>th</sup> Tee Lane  
Burlington, WA 98233

or to such other address as either party may from time to time specify in writing to the other.

6.6 Attorneys' Fees. Should either party employ an attorney or attorneys to interpret or enforce any of the provisions in this Easement Agreement or to protect their interest in any manner arising under this Easement Agreement, or to recover damages for any breach under this Easement Agreement, the breaching party shall pay the non-breaching party their reasonable costs, damages and expenses, including attorneys' fees and costs incurred and fees, costs and expenses relating to bankruptcy, appeal, and post judgment matters.

6.7 Severability. If one or more of the provisions of this Easement Agreement, or its application, is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application shall in no way be affected or impaired.

6.8 Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the parties consent to jurisdiction and venue in the Superior Court of Skagit County, State of Washington.

DATED effective the date first above written.

GRANTOR:

GRANTEE:

**ESTATE OF LYLE R. OVENELL,  
Deceased**

**ESTATE OF LYLE R. OVENELL,  
Deceased**

By: Andrea J. Martin  
Andrea J. Martin,  
Personal Representative

By: Andrea J. Martin  
Andrea J. Martin,  
Personal Representative

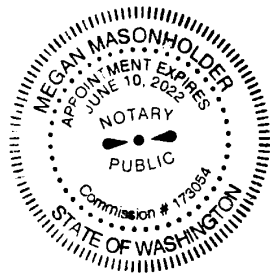
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **ANDREA J. MARTIN** is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged it as the **Personal Representative** for the **Estate of Lyle R. Ovenell, Deceased**, to be the free and voluntary act of both Grantor and Grantee for the uses and purposes mentioned in the instrument.

Given Under My Hand and Official Seal this 25<sup>th</sup> day of April, 2019.



Megan Masonholder  
Printed Name MEGAN MASONHOLDER  
Notary Public in and for the State of Washington  
Residing at Mount Vernon, WA  
My Commission Expires June 10, 2022

**EXHIBIT A**  
**(Grantor's Parcel; P38145)**

That portion of the West 440 feet of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 35 North, Range 4 East, W.M., lying Southerly of the following described line:

Beginning at the Northwest corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ;  
Thence North  $88^{\circ}36'30''$  East along the North line of said subdivision a distance of 134.00 feet to the Northeast corner of that certain tract of land conveyed to Jack Daniels and wife by instrument recorded under Auditor's File No. 553946;  
Thence South  $0^{\circ}54'$  West along the East line of said Daniels tract a distance of 327.20 feet to the Southeast corner thereof, said point being the TRUE POINT OF BEGINNING of this line description;  
Thence North  $89^{\circ}33'$  East a distance of 306.19 feet, more or less, to the East line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the TERMINUS of this line description.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B**  
**(Grantee's Parcel; P38154)**

The West 440 feet of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 35 North, Range 4 East, W.M.;

TOGETHER WITH the West 440 feet of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 31; and

TOGETHER WITH that portion of the West 440 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 31, lying Southerly of the following described line:

Beginning at the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North  $88^{\circ}36'30''$  East along the North line of said subdivision a distance of 134.00 feet to the Northeast corner of that certain tract of land conveyed to Jack Daniels and wife by instrument recorded under Auditor's File No. 553946; thence South  $0^{\circ}54'$  West along the East line of said Daniels tract a distance of 327.20 feet to the Southeast corner thereof, said point being the TRUE POINT OF BEGINNING of this line description; thence North  $89^{\circ}33'$  East a distance of 306.19 feet, more or less, to the East line of said Northwest 1/4 of the Northeast 1/4 and the TERMINUS of this line description;

EXCEPT County road along the North line thereof.

Situate in the County of Skagit, State of Washington.

**Exhibit C  
(Easement)**

A 30.00 foot wide non-exclusive easement for ingress, egress and utilities, for the benefit of that certain parcel owned by the Grantee identified as Skagit County Assessor's Parcel No. P38154 and legally described in **Exhibit B**, over, under, and across the West 30.00 feet (as measured perpendicular to the West line) of the parcel owned by the Grantor indentified as Skagit County Assessor's Parcel No. P38145 and legally described in **Exhibit A**.

**Exhibit D**  
**(Legal Description of P38145 subject to Easement)**

That portion of the West 440 feet of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, Township 35 North, Range 4 East, W.M. lying Easterly of the East line of that certain parcel conveyed to Jack D. Daniels and Lee Anne Daniels, husband and wife, by Warranty Deed recorded under Skagit County Auditor's File No. 553946 and Northerly of the following described line:

BEGINNING at the Northwest corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31, being the Northwest corner of said Daniels parcel;  
Thence North  $88^{\circ}36'30''$  West along the North line of said subdivision, also being the North line of said Daniels parcel, for a distance of 134.00 feet to the Northeast corner of said Daniels parcel;  
Thence South  $0^{\circ}54'$  West along the East line of said Daniels parcel for a distance of 327.20 feet to the Southeast corner of said Daniels parcel and being the TRUE POINT OF BEGINNING of said line;  
Thence North  $89^{\circ}33'$  East along an Easterly projection of the South line of said Daniels parcel for a distance of 306.8 feet, more or less, to the East line of said West 440.00 feet of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 31 and being the terminus of said line.

EXCEPT road rights of way;

SUBJECT TO a 30.00-foot wide non-exclusive easement for ingress, egress and utilities, for the benefit of that certain parcel contiguous to the South identified as Skagit County Assessor's Parcel No. P-38154, over, under and across the West 30.0 feet (as measured perpendicular to the West line) of the above-described parcel;

SUBJECT TO and together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.