



201905300016

05/30/2019 11:07 AM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor

WHEN RECORDED RETURN TO:

MORGAN M. FOX  
BELCHER SWANSON LAW FIRM, P.L.L.C.  
900 Dupont Street  
Bellingham, WA 98225

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 30 2019

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

Document Title:	Fence Line Easement
Grantor:	LARKSPUR PROPERTY MANAGEMENT, LLC, a Washington limited liability company
Grantees:	CLINTON NEDERHOOD and DANIELLE GOOD, husband and wife
Legal Description:	E 100 ft of W 200 ft South ½ N ½ SE ¼ NE ¼ Sec 6 Twp 34N R4E W.M. & E 100 ft W 300 ft S ½ N ½ N ¼ SE ¼ NE ¼ Sec 6 Twp 34N R4E W.M.
Assessor's Tax Parcel ID#:	340406-1-015-0001 (P23813); 340406-1-014-0002 (P23812)

**FENCE LINE EASEMENT**

**THIS FENCE LINE EASEMENT**, hereinafter referred to as the "Easement," is made and entered into this 30 day of May 2019, by and between, LARKSPUR PROPERTY MANAGEMENT, LLC, a Washington limited liability company, hereinafter referred to as "Grantor," and CLINTON NEDERHOOD and DANIELLE GOOD, husband and wife, hereinafter collectively referred to as "Grantee."

**RECITALS:**

A. Grantor owns certain real property located in Skagit County, Washington, legally described as follows:

THE EAST 100 FEET OF THE WEST 200 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M., EXCEPT ROAD ALONG THE SOUTH LINE THEREOF. SITUATE IN SKAGIT COUNTY, WASHINGTON.

(P23813)

Hereinafter referred to as "Grantor's Property."

B. Grantee owns certain real property located in Skagit, Whatcom County, Washington, legally described as follows:

THE EAST 100 FEET OF THE WEST 300 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT ROAD ALONG THE SOUTH LINE THEREOF. SITUATE IN SKAGIT COUNTY, WASHINGTON.

(P23812)

Hereinafter referred to as "Grantee's Property."

C. Grantor's Property and Grantee's Property share a common boundary ("Common Boundary"). The Common Boundary is the east property line of Grantor's Property and the west property line of Grantee's Property.

D. Grantee intends to build a fence near the Common Boundary ("Fence"). There has been no survey conducted, so there are concerns that the Fence may not follow the Common Boundary.

E. After the Fence is erected, a portion of Grantor's Property may end up being on Grantee's side of the Fence (hereinafter the "Easement Area"). The Easement Area would be bounded on the west by the Fence and bounded on the east by the Common Boundary.

G. The parties intend to memorialize the arrangement as to the recognition of the Fence as set forth below.

**NOW, THEREFORE**, in consideration for the mutual covenants herein and other good and valuable consideration, which the parties hereby acknowledge, the parties covenant and agree as follows:

1. **Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for possession of and the reasonable use and enjoyment of the Easement Area.

2. **Purpose.** The intent and purpose of granting the Easement is to establish rights and responsibilities of the parties with respect to their properties such that there is conformance with the Fence. The Easement Area shall be used for placement, construction, installation, repair of the Fence, and landscaping (either with or without the erection of the Fence).

3. **Benefit.** The Easement, as well as all of the other rights and obligations set forth herein, shall inure to the benefit of and be binding upon the parties hereto, their guests and invitees, as well as the parties' respective heirs, assigns, and successors. The Easement and rights/obligations herein are appurtenant to the respective properties and shall run with the land.

4. **Indemnity.** Each party shall indemnify, hold harmless, and defend the other party from any and all claims for losses, injuries, and/or damages suffered by any person or property arising out of and/or related to each party's use of the Easement Area, except that, neither party shall be obligated to indemnify or hold harmless the other party for losses, injuries and/or damages caused by that other party. However, for any losses, injuries and/or damages for which

there is insurance, each party waives its rights to indemnity to the extent of insurance coverage provided.

5. **Maintenance.** Grantee shall have the obligation to maintain, repair, protect, or improve the Fence. Grantee shall bear the cost of any reasonable maintenance, repair, protection, or improvement of the fence, unless such damage was caused by the Grantor, in which case Grantor shall bear the cost. Grantee shall be solely obligated to maintain, repair, protect, and/or improve the Easement Area.

6. **Cooperation with Lot Line Adjustment or Survey.** The parties acknowledge that a lot line adjustment or survey to further confirm the boundary between the properties may be pursued in the future. The parties agree to cooperate in good faith with each other in pursuit of such a lot line adjustment or survey.

7. **Property/Homeowners Insurance.** Grantee shall obtain homeowners' insurance insuring Grantee's Property as well as the Easement Area. If a loss that may be insured occurs in Easement Area, both parties shall submit the same to their respective insurance companies and cooperate in good faith to resolve any issues and disputes that may arise from such claims.

8. **No Waiver.** Failure to enforce any provision of this Agreement shall not operate as a waiver of any such provision.

9. **Severability.** Invalidation of any of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

10. **Attorney's Fees:** In the event any of the parties institute suit to enforce this Agreement, the prevailing party shall be entitled to reimbursement for all costs including reasonable attorney's fees.

11. **Modification of Agreement.** Except as specified in Paragraph 16, any modification of this Agreement or additional obligations assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by all parties.

12. **Attorney Representation.** This Agreement was prepared by the Belcher Swanson Law Firm, PLLC, which represents Grantor. The Belcher Swanson Law Firm, PLLC does not represent Grantee. Grantee is directed to obtain advice from its own independent attorney.

13. **Dispute Resolution - Binding Arbitration.** The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. Accordingly, any such disputes shall be resolved as follows:

**Stage 1:** Each party is required to immediately notify the other party, in writing, of each and every dispute or disagreement arising out of or related to this Agreement. Upon such written notification, the parties shall, as soon as practicable but in no event longer than five (5) days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed

by all parties. If the parties cannot resolve the dispute as provided in this paragraph, the dispute shall be resolved as set forth below.

**Stage 2:** If any such dispute identified above is not resolved within fifteen (15) business days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to RCW 7.04A. The party wishing to have the dispute referred to binding arbitration shall provide written notice to the other party within seven (7) business days following completion of Stage 1. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the presiding judge of the Skagit County superior court select the arbitrator at the first Friday Civil Calendar following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the procedures for the arbitration. The arbitration shall be heard in Skagit County Washington within thirty (30) business days from the date the non-filing party was provided notice of the arbitration. The decision of the arbitrator shall be binding and non-appealable. The arbitrator has the authority to enter any award reasonable and necessary to resolve the dispute, including but not limited to award damages, enter an injunction, require specific performance and/or any other remedy in law or equity. At the election of either party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

**14. No Dispute Over Property Line.** The Parties hereby acknowledge and agree that there is no dispute over the location of the Common Boundary.

**15. No Prescriptive Rights.** Grantee waives any and all claims of adverse possession, prescriptive easement, or any other prescriptive right Grantee may have within the Easement Area or on Grantor's Property.

**16. Fence Relocation.** If at any time in the future, a survey is performed that reveals that the Fence is on Grantor's Property, Grantor has the right to demand Grantee relocate the Fence to the Common Boundary. Grantee shall relocate the Fence within twenty-one (21) days of Grantor's request to relocate the Fence. All relocation expense shall be borne solely by the Grantee.

**17. Termination.** This Easement shall immediately terminate and be revoked by Grantor if either Grantor or Grantee (1) subdivide their respective Properties or (2) utilizes their respective Properties for any use other than for one single-family residence. In such a case and if requested by Grantor, Grantee shall execute a document terminating this Easement.

**18. Entire Agreement.** This Agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

**IN WITNESS WHEREOF,** the parties have executed this document as of the date first above written.

\*\*\*Signatures on following page\*\*\*

**GRANTOR:**

LARKSPUR PROPERTY MANAGEMENT, LLC

By   
MATTHEW YEH, Manager

**GRANTEE:**

  
CLINTON NEDERHOOD

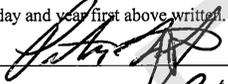
  
DANIELLE GOOD

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 30<sup>th</sup> day of May, 2019, before me personally appeared CLINTON NEDERHOOD and DANIELLE GOOD, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.

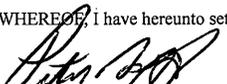


  
Printed Name: Peter Wurtz  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 8-25-2019

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 29<sup>th</sup> day of May, 2019, before me personally appeared MATTHEW YEH, to me known to be the manager of the company that executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

  
Notary Public in and for the State of Washington,  
residing at Bellingham.  
My Commission Expires: 8-25-2019