

RETURN TO:

Patrick Hayden
PO Box 454
Sedro-Woolley, WA. 98284



201906070074

06/07/2019 01:14 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

DOCUMENT TITLE(S) (or transactions contained herein):

Easement Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

1. Hoxie, Nancy J.
- 2.

ORIGINAL

GRANTEE(S) (Last name, first name and initials):

1. Hoxie, Robert N.
2. Hoxie, Tina L.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

Lots 1, 2 and 3, Block 15, SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES, and the vacated East 10 feet of "S" Avenue

Ptn of Lots 4, 5 and 6, Block 15, SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES, and the vacated East 10 feet of "S" Avenue

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

Tax Parcel/Property ID: 3813-015-003-0014 / P58872

Tax Parcel/Property ID: 3813-015-006-0003 / P58873

Easement Agreement

Whereas, Nancy J. Hoxie, as her separate property, and Robert N. Hoxie and Tina L. Hoxie, husband and wife are related, in that Nancy J. Hoxie and Robert N. Hoxie are mother and son; and

Whereas, they have resided on adjacent properties for several years, and have consented to the use of their property by the other in a manner that would otherwise be hostile and adverse, but for their mutual consent; and

Whereas, the consensual use by one of the other's property includes a grass yard, landscaping, fence, gate and walkway; and

Whereas, Nancy J. Hoxie is selling her real property to a third party, and the parties agree that their consensual arrangement needs to be documented and modified,

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Parties. The parties to this agreement are **Nancy J. Hoxie, as her separate property, and Robert N. Hoxie and Tina L. Hoxie, husband and wife.**

2. Real Property.

A. Nancy J. Hoxie is owner of the following described real property:

Lots 4, 5 and 6, Block 15, "SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 1 of Plats, page 25, records of Skagit County, Washington.

TOGETHER WITH the Easterly 10 feet of vacated "S" Avenue, vacated by the City of Anacortes under Ordinance No. 1277, adjoining and abutting thereon.

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

Tax Parcel/Property ID: 3813-015-006-0003 / P58873

B. Robert N. Hoxie and Tina L. Hoxie, husband and wife, are owners of the following described real property:

Lots 1, 2 and 3, Block 15, "SEATTLE SYNDICATE'S FIRST ADDITION TO THE CITY OF ANACORTES, WASH.", as per plat recorded in Volume 1 of Plats, page 25, records of Skagit County, Washington.

TOGETHER WITH the Easterly 10 feet of vacated "S" Avenue, vacated by the City of Anacortes under Ordinance No. 1277, adjoining and abutting thereon.

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

Tax Parcel/Property ID: 3813-015-003-0014 / P58872

3. Easement. Nancy J. Hoxie, as her separate property, conveys and quit claims to Robert N. Hoxie and Tina L. Hoxie, husband and wife, a non-exclusive easement for ingress and egress, over and across the following described real property, including any after acquired interest of Grantor:

The North 2 feet of the West 33 feet of that real property described in Section (2)(A) above, for use and benefit of that property described in Section (2)(B) above.

Grantee may maintain, repair and replace a fence, gate and walkway over and across said easement area as the same does now exist. Grantor may continue to use the easement area, provided that Grantor's use does not interfere with Grantee's use of the easement area for the purposes described above. The easement may not be extended to serve other property.

4. Consensual Use of Property. Reserving the easement set forth above, the parties agree that their use of each other's real property adjacent to their common boundary, as evidenced by the locations of sidewalks, landscaping, fences, and lawns, has always been with mutual consent based on love and affection between family members, and was not adverse nor hostile to the ownership or rights of the other party. Therefore, the parties agree that their use of the property of the other party does not constitute adverse possession nor use that would support a prescriptive easement.

If the above-described use by one party of the real property of the other party for fences, lawn, landscaping or walkways should continue, such continued use shall be deemed consensual unless and until written notice to the contrary is personally served by either party on the other party. Such consent may be revoked at any time by either owner or their successors in interest. If such notice is given, the parties shall remove their improvements and landscaping back to the property line, except for the easement granted above. This covenant shall be binding on the parties and their successors in interest.

This covenant shall not apply to nor impair the grant of easement set forth above.

5. Binding Nature of Easement. This easement and the covenants of this agreement shall be a perpetual covenant which shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. It shall continue until terminated by a recorded written agreement of the owners of the above-described real property.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 2188

JUN 07 2019

Amount Paid \$ 0
Skagit Co. Treasurer
By *Mam* Deputy

Dated this 5th day of June, 2019.

Nancy J. Hoxie

Nancy J. Hoxie

Robert N. Hoxie

Robert N. Hoxie

Tina L. Hoxie

Tina L. Hoxie

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Nancy J. Hoxie is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 6TH day of June, 2019.



Nicole Tesch

NICOLE TESCH

(Printed Name)

NOTARY PUBLIC in and for the State of
Washington residing at ANACAPTES

My Commission Expires 12/23/19

SUBSCRIBED AND SWORN to before me this 10th day of June, 2019.

Nico Tesch
NICO TESCH
(Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at ANACORTES
My Commission Expires 12/23/19

SUBSCRIBED AND SWORN to before me this 10th day of June, 2019.

Nicole Teson
NICOLE TESON
(Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at ANACORTES
My Commission Expires 12/23/19