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08/29/2019 02:21 PM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

Document Title:

EASEMENT

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page

1) DANIEL SYMONDS

2) BARBARA SYMONDS

Grantee(s):

☐ additional grantor names on page

1) PHYLLIS MOORE

2)

Abbreviated Legal Description:

☐ full legal on page(s)

DF-72 AIF. 778480: NE 1/4 SE 1/4 Sect. 6 TNSP 35 N
Rg. 5 E, W.M. EXCEPT THE WEST 48.52 FOOT OF THE
S.E. 1/4 N.E. 1/4 SE 1/4 AND EXCEPT THE FOLLOWING: COMMENCE
AT THE N.E. 1/4 CORNER THENCE S. 79-47-41 W, 681.84 FT;
THENCE S. 31-49-55 W. 430.81 FT. THENCE E 370 FT. TO P.O.B.

Assessor Parcel / Tax ID Number:

☐ additional parcel numbers on page

P 38559 / 350500-4-001-0000

Exhibit C – Symonds EasementEASEMENT FOR ACCESS

Grantor (s) Daniel and Barbara Symonds.
Grantee (s) Phyllis Moore

Abbreviated Legal: DF-72 AF#778480 NE1/4 SE1/4, SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT THE WEST 48.52 FEET OF THE S1/2 NE1/4 SE1/4 AND EXCEPT THE FOLLOWING DESCRIBED PORTION: COMMENCING AT THE NE CORNER, THENCE SOUTH 26-23-54 WEST, 223.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79-47-41 WEST, 681.84 FEET; THENCE SOUTH 31-49-55 WEST, 430.81 FEET; THENCE EAST, 370 FEET; THENCE SOUTH 45-00-00 EAST, 664.68 FEET; THENCE NORTH 920 FEET TO THE POINT OF BEGINNING.

Additional Legal on page(s) 2

Assessor's Tax Parcel No's: P38559/350506-4-001-0000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019 3718
AUG 29 2019

Amount Paid \$ 405.52
Skagit Co. Treasurer
By *MA* Deputy

GRANTORS, Daniel Symonds and Barbara Symonds, a marital community holds title to that real property described below hereby grants and conveys to GRANTEE, Phyllis Moore, a single woman, a non-exclusive perpetual easement for ingress, egress and utilities over, under and across the following described property for the purpose of providing ingress and egress to and from the Moore parcel. GRANTOR retains all rights to the easement area, PROVIDED that GRANTOR'S exercise of such rights do not interfere with the GRANTEE'S rights under this easement.

- 1) GRANTOR is the owner of the following described separate real property situated in Skagit County, Washington, which shall be burdened by the easement described herein::

P38559:

THE NE1/4 SE1/4, SECTION 6, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., EXCEPT THE WEST 48.52 FEET OF THE S1/2 NE1/4 SE1/4 AND EXCEPT THE FOLLOWING DESCRIBED PORTION: COMMENCING AT THE NE CORNER, THENCE SOUTH 26-23-54 WEST, 223.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79-47-41 WEST, 681.84 FEET; THENCE SOUTH 31-49-55 WEST, 430.81 FEET; THENCE EAST, 370 FEET; THENCE SOUTH 45-00-00 EAST, 664.68 FEET; THENCE NORTH 920 FEET TO THE POINT OF BEGINNING.

- 2) GRANTEE is the owner of the following described real property situated in Skagit County, Washington, which shall be benefitted by the easement described herein:

P38470:

DF-87 #2 AF#8602050037: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 35, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. EXCEPT THE EAST 150 FEET OF THE NORTH 40 FEET THEREOF. ALSO EXCEPT A SQUARE EXTENDING EAST 150 FEET BY SOUTH 150 FEET FROM A POINT EAST 200 FEET AND SOUTH 450 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.

Together with P134223:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 35, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS: A SQUARE EXTENDING EAST 150 FEET BY SOUTH 150 FEET FROM A POINT EAST 200 FEET AND SOUTH 450 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. TOGETHER WITH THE WEST 150 FEET OF THE

SOUTH 40 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.

- 3) The easement area is described as follows:

The Northwest 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 5 East, W.M.

A non-exclusive easement upon, over, under, through across and along a strip of land 40 feet in width, as conveyed in instrument recorded May 31, 1988, under Auditor's File No. 8805310033, and an Addendum to Grant of Easement recorded August 21, 2000, under Auditor's File No. 200008210069, and being described as follows:

The East 750 feet of the South 40 feet of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

- 4) The GRANTEE when exercising its rights to install improvements in the easement area, shall notify GRANTOR of the intended activity and shall restore the easement area to a neat and proper order. Obstructions or interferences which in the GRANTOR'S opinion reduce the GRANTEE'S ability to maintain the easement area shall not be required to be restored. GRANTEE shall compensate GRANTOR of the value of any timber removed from the easement area at the time of removal.
- 5) No overhead utilities shall be installed by GRANTEE in the easement area.
- 6) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by the operation of law.
- 7) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind the owners of the GRANTOR'S property described in paragraph 1, above, and GRANTOR'S respective heirs, successors, and assigns.
- 8) GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by GRANTEE, its contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of GRANTEE, its agents, contractors, invitees or employees, or from any activity, work, or things done, permitted or suffered by GRANTEE in or about the easement areas, or caused by any condition or defects now or hereafter existing or occurring in the easement area and improvements now or hereafter located in the easement area.

- 9) The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this easement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorneys fees.

 7/11/2019
Daniel Symonds Date

 7/11/2019
Barbara Symonds Date

STATE OF WASHINGTON)
 ss.)
COUNTY OF SKAGIT)

I, the undersigned, a Notary Public, do hereby certify that on this 11 day of July 2019, personally appeared before me Dan Symonds and Barbara Symonds, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 11 day of July 2019

Sarah A. Stiles, Notary Public in and for the State of Washington,

residing in Arlington, WA.

My commission expires on 10-26-22.

