



201908290106

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

Return Address:

Document Title: EASEMENT

Reference Number (if applicable): _____

Grantor(s):

☐ additional grantor names on page ____.

- 1) CAROL LAHRMANN
- 2) ~~PHILLIS MOORE~~

Grantee(s):

☐ additional grantor names on page ____.

- 1) PHILLIS MOORE
- 2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____.

NW 1/4 SE 1/4 SE 1/4
6-35-5

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

P38583 / 350506-4-010-0107

Exhibit B – Carter Lahrman EasementEASEMENT FOR ACCESS

Grantor (s) Carter Lahrman.

Grantee (s) Phyllis Moore

Abbreviated Legal: (9.0000 ac) NW1/4 SE1/4 SE1/4

Additional Legal on page(s) 2

Assessor's Tax Parcel No's: P38583/350506-4-010-0107

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20193719
AUG 29 2019

Amount Paid \$ 228.75
Skagit Co. Treasurer
By *THB* Deputy

GRANTOR, Carter Lahrmann, a single man who 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::

P38583:

The Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 5 East of Willamette Meridian EXCEPT the West 45.20 feet of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 6, Township 35 North, Range 5 East of Willamette Meridian as measured perpendicular to the West line of said the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 6 conveyed by Quit Claim Deed to Fred Lahrmann for a boundary adjustment and recorded May 20, 1996, under Auditor's File No. 9605200135.

- 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:

Northwood Lane, as shown on the face of Short Plat No. 96-0102, approved September 23, 1997, recorded October 17, 1997, in Book 13 of Short Plats, pages 51 and 52, under Auditor's File No. 9710170121, and being a portion of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section 6, Township 35 North, Range 5 East, W.M.

- 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.

Carter Lahrmann 8/29/19
Carter Lahrmann Date

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of July 2019, personally appeared before me Carter Lahrmann, 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.

Andrew C. Schuh, Notary Public in and for the State of Washington,
residing in Mount Vernon.

A circular notary seal for Andrew C. Schrup, a Notary Public in the State of Washington. The seal features the text "ANDREW C. SRUP" at the top, "COMMISSION EXPIRES" on the right, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "1-29-22" is printed at the bottom center. The seal is surrounded by a decorative border of small, repeating "W" shapes. There are some handwritten marks and a signature over the seal.