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05/14/2020 04:09 PM Pages: 1 of 9 Fees: \$111.50  
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**EASEMENT**

Reference number of related documents: N/A

Grantor(s): Jeffery R. Gundersen and Stacy F. Gundersen; Michael J. Sullivan; and Sadie A. Sullivan

Grantee(s): Sandy Sullivan, a single woman

Legal Description:

Legal Description on Page 2-3 of Document

Tax Parcel Number(s): P33929, P134296, P33931, P33927, P134294, P116189, P33937

**REVIEWED BY**  
**SKAGIT COUNTY TREASURER**  
DEPUTY BS  
DATE 5-14-20

## EASEMENT

THIS INSTRUMENT made this 10<sup>th</sup> day of May 2020, by and between Jeffery R. Gundersen and Stacy F. Gundersen, a marital community, Michael J. Sullivan, a married man in his individual capacity, and Sadie A. Sullivan, a single woman (collectively, the “Grantors”); and Sandra Sullivan, a single woman, (“Grantee”).

## RECITALS

A. Grantor Jeffery R. Gundersen and Stacy F. Gundersen are the owners of that certain real property and improvements located in Skagit County and legally described as follows (hereinafter, referred to as the “Gundersen Property”):

**Skagit County Assessor Parcel No. 33927:**

THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 50 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 105 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET, TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, 105 FEET, TO THE POINT OF BEGINNING.

**Skagit County Assessor Parcel No. 33931:**

THE SOUTH 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE NORTH 50 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 50 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 105 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET, TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, 105 FEET, TO THE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 50.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 210 FEET; THENCE NORTH 55 FEET; THENCE EAST 148.95 FEET; THENCE SOUTH 8-00-48 WEST 59.29 FEET; THENCE SOUTH

11-48-20 WEST 47.59 FEET, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 340.02 FEET, TO THE POINT OF BEGINNING. ALSO EXCEPT THE NORTH 23.58 FEET OF THE WEST 478.74 FEET THEREOF.

**B.** Grantor Michael Sullivan is a married man an in his individual, separate capacity is the owner of that certain real property and improvements located in Skagit County and legally described as follows (hereinafter, referred to as the “**M. Sullivan Property**”):

**Skagit County Assessor Parcel No. P134294:**

THE SOUTH 55 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 50 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 105 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, 210 FEET, TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, 105 FEET, TO THE POINT OF BEGINNING.

**Skagit County Assessor Parcel No. P116189:**

THAT PORTION OF THE SE1/4 NW1/4, SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE S1/4 CORNER OF SECTION 8; THENCE SOUTH 89-44-09 EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, 2,729.79 FEET TO THE SE CORNER OF SAID SECTION 8; THENCE NORTH 0-08-00 WEST, ALONG THE EAST LINE OF SAID SECTION 8, 2,661.01 FEET TO THE E1/4 CORNER OF SAID SECTION 8; THENCE SOUTH 88-44-48 WEST, 4,054.55 FEET; THENCE NORTH 0-16-51 WEST, 1,282.27 FEET TO A POINT IN A SLOUGH, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 63-29-00 EAST, ALONG SAID SLOUGH, 434.62 FEET; THENCE NORTH 88-44-48 EAST, PARALLEL WITH THE SOUTH LINE OF SAID SE1/4 NW1/4 TO A POINT ON THE EAST LINE OF SAID SE1/4 NW1/4 AND THE TERMINUS OF THIS LINE DESCRIPTION. TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 50.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 210 FEET; THENCE NORTH 55 FEET; THENCE EAST 148.95 FEET; THENCE SOUTH 8-00-48 WEST 59.29 FEET; THENCE SOUTH 11-48-20 WEST 47.59 FEET, TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 340.02 FEET, TO THE POINT OF BEGINNING.

C. Grantor Sadie Sullivan is the owner of that certain real property and improvements located in Skagit County and legally described as follows (hereinafter, referred to as the "**Sadie Sullivan Property**"):

**Skagit County Assessor Parcel No. P33937:**

LOT A, SHORT PLAT 59-76, APPROVED OCTOBER 11, 1976, RECORDED OCTOBER 13, 1976 IN VOLUME 1 OF SHORT PLATS, PAGE 184, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 844179, BEING A PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

D. The Gundersen Property, M. Sullivan Property and Sadie Sullivan Property shall be collectively referred to hereinafter as the "**Grantors' Property**".

E. Grantee is the owner of that certain real property and improvements located in Skagit County and legally described as follows (hereinafter, referred to as "**Grantee's Property**"):

**Skagit County Assessor Parcel No. 33929:**

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH TO A POINT ON THE NORTH LINE OF THE SOUTH 15 ACRES TO THE POINT OF BEGINNING; THENCE EAST 478.74 FEET; NORTH 1-37-31 WEST 28.73 FEET; THENCE NORTH 0-28-17 WEST 79.00 FEET; THENCE NORTH 0-17-30 WEST 697.74 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 89-22-10 WEST, 482.75 FEET; THENCE SOUTH 00-31-35 EAST, TO THE POINT OF BEGINNING.

**Skagit County Assessor Parcel No. 134296:**

THE NORTH 23.58 FEET OF THE WEST 478.74 FEET OF THE SOUTH 15 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Easement.** Grantors do hereby grant and convey to Grantee and its heirs, successors and assigns, for the benefit of the Grantee's Property, a perpetual non-exclusive easement for access, ingress, egress and utilities, including, but not limited to, water, sewer, telephone, fiber optic, Internet, cable and electricity, over, under and across a 20-foot strip of land on the western boundary of the Grantors' Property, which strip of land is an established private road known as Sullivan Lane in long-standing common use by the parties (hereinafter, the "**Easement**").

2. **Maintenance and Liability Agreement.** The responsibility for and cost of maintenance and/or repair of any improvements, roadways and/or utilities constructed upon, under or within the Easement granted herein the expenses of maintenance shall be borne based

on the proportionate use derived from linear footage of road, not ownership but by length of road utilized, their heirs, successors and assigns; provided, however, that where utility systems are used in common, no owner shall be liable for any portion of a commonly used utility system above or beyond said owner's point of connection to the same. The responsibility for construction of any improvements, roadways and/or utilities constructed upon, under or within the Easement granted herein (as opposed to maintenance and/or repair of existing improvements, roadways and/or utilities) shall be borne by the party benefited by or performing such construction.

**3. Use, Purpose and Limitations of Easement.** The parties to this easement shall observe the following rules and regulations: (a) to promote community repose and safety of people, pets and livestock, the speed of travel on the easement (Sullivan Lane) shall not exceed 10 miles per hour; (b) the parties shall be responsible to each of the parties for their own negligence; and (c) grantors retain the right to allow access to their own properties; and (d) this Easement shall not be deemed to permit an intensification of existing use, the purpose of the Easement being to allow single family residential access and for no other purpose unless mutually agreed by the parties hereto in a subsequent signed writing.

**4. Duration.** The term of the Easement shall be indefinite and shall continue until revoked by the mutual agreement of Grantor and Grantee or their heirs, successors or assigns. The Easement is intended to and shall run with the land and the benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by the Easement.

**5. Costs and Attorneys' Fees.** If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the Court, or arbiter may determine to be a reasonable attorney's fee.

**6. Specific Performance.** If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any nondefaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any condition or provision of this Agreement, or to a decree specifically compelling performance of any such condition or provision. In such event, all parties hereto each expressly waive their defense that a remedy in damages or at law would be adequate.

**7. Documents.** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.







GRANTOR SADIE SULLIVAN

*Sadie A. Sullivan*  
Sadie A. Sullivan

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Sadie A. Sullivan** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the authorized agent of the party on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 10<sup>th</sup> day of May, 2020



*Patti Smith*

PATTI SMITH  
NOTARY PUBLIC in and for the State of  
Washington, residing at Mount Vernon, WA  
My Commission expires: 7/1/2021

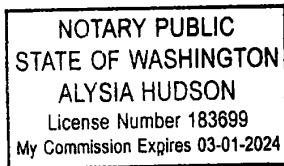
GRANTEE

*Sandra L. Sullivan*  
Sandra L. Sullivan

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Sandra L. Sullivan** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the authorized agent of the party on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 13 day of May, 2020



*Alysia Hudson*  
(printed name): Alysia Hudson  
NOTARY PUBLIC in and for the State of  
Washington, residing at *Arington*  
My Commission expires: *03.01.2024*