

POOR ORIGINAL



202006180040

06/18/2020 11:58 AM Pages: 1 of 8 Fees: \$108.50
Skagit County Auditor

When recorded return to:

Gary Sturdy
7168 San Juan Hill Lane
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 18 2020

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

EASEMENT FOR RETAINING WALL AND CONSTRUCTION ACCESS

GRANTOR: Carmel Ann Gulley, a single woman.

GRANTEES: Craig M. Gifford and Michelene R. Gifford, a married couple.

LEGAL DESCRIPTION (abbreviated):

Portion of Lots 16 and 17, Deception Pass Waterfront Tracts, according to the plat thereof in Volume 5 of Plats, page 26, records of Skagit County, Washington.

Full legal description set forth in attached Exhibit A.

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO.: P64876

REFERENCE NOS. OF DOCUMENTS

ASSIGNED OR RELEASED: None.

EASEMENT:

This Agreement is made this 15 day of June, 2020, by and between Carmel Ann Gulley, a single woman (hereinafter, "Grantor"), and Craig M. Gifford and Michelene R. Gifford, a married couple (hereinafter, "Grantees").

Easement. The Grantor hereby grants and conveys to the Grantees a non-exclusive, eight-foot wide perpetual easement (the "easement") over, under, through, and across Grantor's property described in Exhibit A, attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of construction and maintenance of wing walls/butresses to support a concrete retaining wall situated on the property of the Grantor, and for the purpose of planting and maintaining vegetation for soil retention purposes within the easement area. The said easement is appurtenant to Grantees' property described in

Easement

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Exhibit B and shall be a covenant running with the land in perpetuity. A map showing the easement area, as set forth on Exhibit C, is provided to show the intent of the parties with respect to the location of the easement area.

B. Access. The Grantees shall have reasonable access to the property of the Grantor for the purpose of installing and maintaining the described improvements.

C. Consideration. The consideration for this Agreement is the mutual benefits conferred upon the Grantor and Grantees by the construction of the improvements.

D. Cost of Construction and Maintenance. Grantees shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by, or upon the request of, the Grantees within the easement area. To this end, Grantees shall not allow any lien to come against the property of the Grantor for any purpose permitted under RCW 60.04 or similar replacement statute.


E. Compliance with Laws and Rules. Grantees shall at all times exercise their rights and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.

F. Notice of Construction, Maintenance, and Cooperation with Permit Applications. Grantor agrees to cooperate with the Grantees in the application for any permit necessary for construction of the improvements contemplated under this Agreement. Grantor will not unreasonably withhold her consent to the application for a Building Permit, or other permits as may be necessary to construct the wing walls on the property of Grantor. Grantees agree that they shall provide reasonable notice to Grantor of the commencement of the construction and any future maintenance activities on Grantor's property. Reasonable notice shall be not less than ten (10) days' notice given in writing to Grantor by either first class mail to Grantor's last known address or by hand delivery to Grantor.

G. Work Standards. All work to be performed by any party pursuant to the requirements of this Agreement shall be in accordance with the plans submitted to Grantor and shall be completed in a careful and workmanlike manner. Upon Grantees' completion of any construction permitted under this Agreement, Grantees shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments or survey references that were disturbed or destroyed during construction.

H. Access During Construction. During any period of construction or repair, the party prosecuting the work shall make satisfactory provision for the other party to have reasonable, continued access along, over, and across the easement area.

Grantor:


Carmel Ann Gulley

Easement

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Grantees:

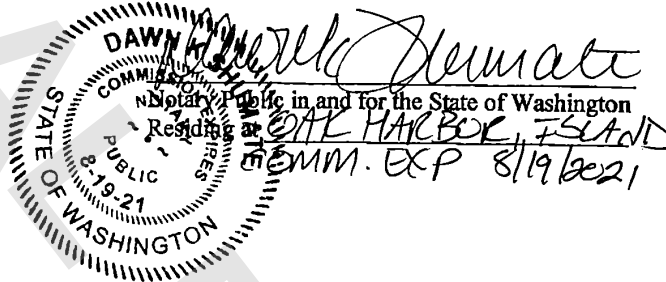
Craig M. Gifford
 Craig M. Gifford

Micheline R. Gifford
 Micheline R. Gifford

State of Washington)
)ss
 County of ISLAND)

On this 15th day of June, 2020, personally appeared before me Carmel Ann Gulley, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

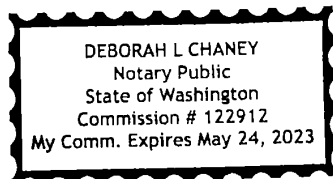
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



State of Washington)
)ss
 County of Shagit)

On this 16th day of June, 2020, personally appeared before me Craig M. Gifford and Micheline R. Gifford, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Deborah L. Chaney
 Notary Public in and for the State of Washington
 Residing at Anacortes, WA

Easement

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Exhibit A
Carmel Ann Gulley Property, Tax Parcel No. 64876

Permanent Easement

Beginning at a point on the West line of Lot 16, 170.1 feet South of the Northwest corner thereof; an 8-inch wide concrete retaining wall extending 2 feet at a 90-degree angle to the property line; thence 7.6 feet South along the West line of Lot 16; an 8-inch concrete retaining wall extending 3 feet at a 90-degree angle to the property line; thence 3.8 feet South along the West line of Lot 16; an 8-inch concrete retaining wall extending 4 feet at a 90-degree angle to the property line.

Temporary Construction Easement

Beginning at a point on the West line of Lot 16, 141.0 feet South of the Northwest corner thereof; thence 43.0 feet South along the West line of Lot 16 to the approximately Ordinary High Water Mark a width of 8 feet East of said West line of Lot 16.

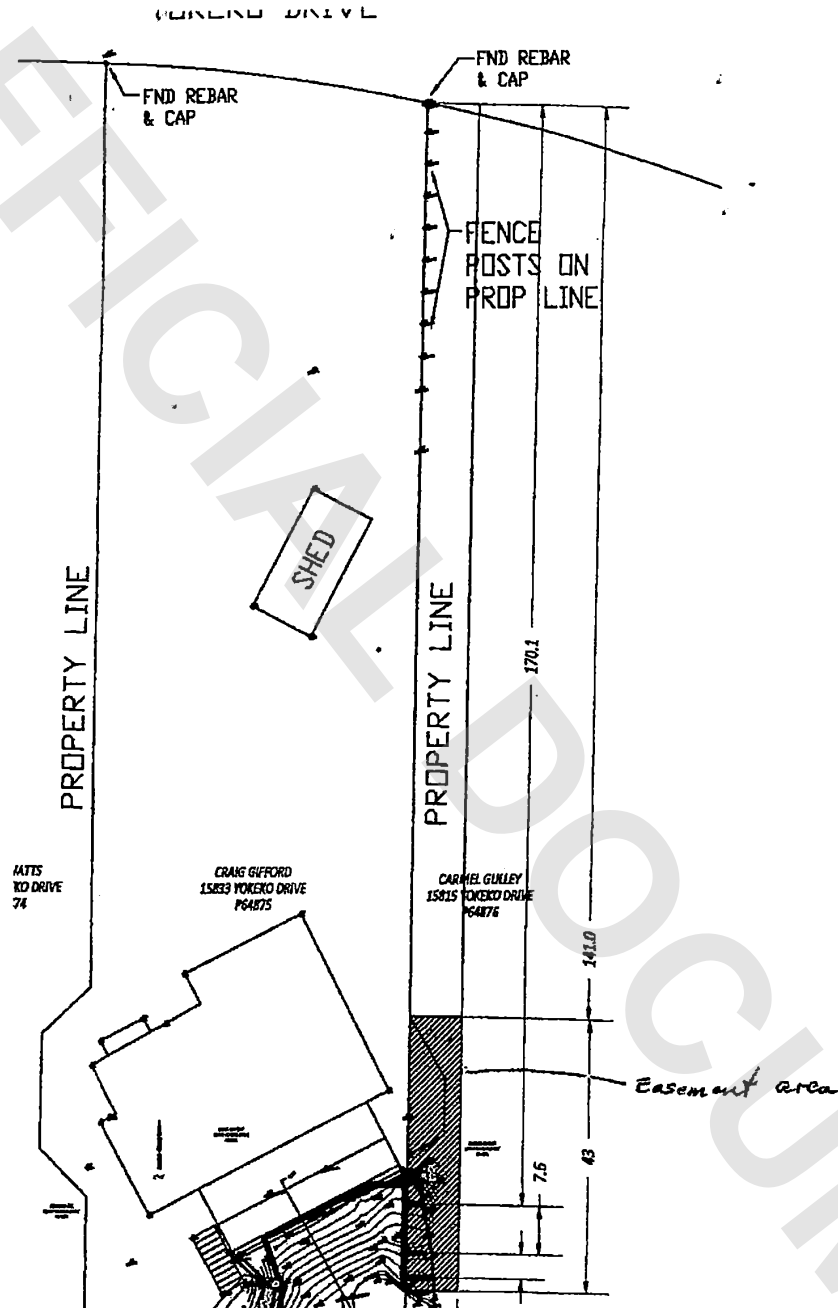
Full Legal Description

Deception Pass Waterfront Tracts, Lot 16 and 17, acres 0.47, including vacation street adjacent and tidelands in front of Lots 16 and 17, except that portion of Lot 16 described as follows: Beginning at a point on the West line of Lot 16, 141.0 feet South of the Northwest corner thereof; thence South 30 degrees 00'00" East a distance of 11.0 feet; thence South a distance of 8.9 feet; thence South 60 degrees 00'00" West a distance of 6.35 feet to the West line of said Lot 16; thence North along said West line a distance of 20.70 feet, more or less, to the point of beginning, Survey AF #200303140171. Including vacation street adjacent and tidelands in front of Lots 16 and 17, except that portion of Lot 16 described as follows: Beginning at a point on the West line of Lot 16, 141.0 feet South of the Northwest corner thereof; thence South 30 degrees 00'00" West a distance of 6.35 feet to the West line of said Lot 16; thence North along said West line a distance of 20.70 feet, more or less, to the point of beginning. Survey AF #200303140171.

Exhibit B
Gifford Parcel, Tax Parcel No. 64875

Lot 15, Deception Pass Waterfront Tracts, together with tidelands of the second class as conveyed by the State of Washington situate in front of, adjacent to, or abutting upon said Lot 15. Also together with that portion of Lot 14, described as follows: Beginning at a point on the East line of said Lot 14, 142.6 feet South of the Northeast corner thereof; thence South 45 degrees 00'00" West a distance of 10.18 feet; thence South a distance of 18.00 feet; thence South 45 degrees 00'00" East a distance of 10.18 feet to the East line of said Lot 14; thence North along said East line a distance of 32.4 feet, more or less, to the point of beginning. Also together with that portion of Lot 16, described as follows: Beginning at a point on the West line of said Lot 16, 141.00 feet South of the Northwest corner thereof; thence South 30 degrees 00'00" East a distance of 11.0 feet; thence South a distance of 8.9 feet; thence South 60 degrees 00'00" West a distance of 6.35 feet to the West line of said Lot 16; thence North along said West line a distance of 20.70 feet, more or less, to the point of beginning. Survey recorded under AF# 200303140171.

Exhibit C
Map of Easement Location: Gulley to Gifford



Easement

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