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07/09/2020 09:08 AM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

Filed for Record at request of
and return to:
Stiles Law Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 09 2020

Amount Paid \$ ✓
Skagit Co. Treasurer
By *ma* Deputy

RECIPROCAL EASEMENT AGREEMENT

GRANTORS: DOLORES MARY SNELSON, AS TRUSTEE OF THE CREDIT TRUST UNDER THE SNELSON FAMILY REVOCABLE LIVING TRUST DATED MAY 5, 1994; KENNETH R. WILLIAMS AND NANCY K. WILLIAMS, HUSBAND AND WIFE

GRANTEES: DOLORES MARY SNELSON, AS TRUSTEE OF THE CREDIT TRUST UNDER THE SNELSON FAMILY REVOCABLE LIVING TRUST DATED MAY 5, 1994; KENNETH R. WILLIAMS AND NANCY K. WILLIAMS, HUSBAND AND WIFE

Abbreviated Legal Description: A PORTION OF THE EAST ½ OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 4 EAST

Skagit County Assessor's Tax Parcel Numbers: P36563; P36569

**Filed for Record at request of
and return to:**

Stiles Law Inc., P.S.

P.O. Box 228

Sedro-Woolley, WA 98284

Grantors: Dolores Mary Snelson, as Trustee of the Credit Trust under The Snelson Family Revocable Living Trust dated May 6, 1994;
Kenneth R. Williams and Nancy K. Williams, husband and wife

Grantees: Dolores Mary Snelson, as Trustee of the Credit Trust under The Snelson Family Revocable Living Trust dated May 6, 1994;
Kenneth R. Williams and Nancy K. Williams, husband and wife

Abbreviated: A portion of the East ½ of the East ½ of the Northeast ¼ of Section 14, Township 35 North, Range 4 East

APN # P36563; P36569

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "Easement Agreement") is made as of July 2, 2020 by and between DOLORES MARY SNELSON, AS TRUSTEE OF THE CREDIT TRUST UNDER THE SNELSON FAMILY REVOCABLE LIVING TRUST DATED MAY 5, 1994 (hereinafter "Snelson Trust"), and KENNETH R. WILLIAMS AND NANCY K. WILLIAMS, HUSBAND AND WIFE (hereinafter "Williams") and (collectively the "Parties").

RECITALS

WHEREAS, SNELSON TRUST owns a certain parcel of real property commonly known as 8101 Garden of Eden Road, Sedro-Woolley, Washington 98284 located in Skagit County and more separately and legally described on the attached Exhibit A (hereinafter the "Snelson Trust Parcel"), which is incorporated herein by this reference

WHEREAS, WILLIAMS owns a certain parcel of real property commonly known as 22908 Bassett Road, Sedro-Woolley, Washington 98284 located in Skagit County and more

separately and legally described on the attached Exhibit B (hereinafter the "Williams Parcel"), which is incorporated herein by this reference

WHEREAS, SNELSON TRUST and WILLIAMS desire to grant and convey unto each other reciprocal, perpetual, non-exclusive and mutually beneficial easements for ingress and egress, and the mutual maintenance thereof, over and across certain portions of the Snelson Trust Parcel and the Williams Parcel.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

- 1. Grant of Easements.** Subject to the terms hereof, WILLIAMS, for and in consideration of the reciprocal easement granted below, hereby grants and conveys to SNELSON TRUST a perpetual, non-exclusive easement ("Snelson Easement") for ingress and egress over and across a certain portion of the gravel road beginning on Garden of Eden Road approximately 55' north of the boundary line between the Williams Parcel and the Snelson Trust Parcel, and extending approximately 168' southeast through the Williams Parcel until crossing onto the Snelson Trust Parcel ("crossing point"), more graphically depicted on the attached Exhibit C, which is incorporated herein by this reference.

Subject to the terms hereof, SNELSON TRUST, for and in consideration of the reciprocal easement granted above, hereby grants and conveys to WILLIAMS a perpetual, non-exclusive easement ("Williams Easement") for ingress and egress over and across a certain portion of the gravel road beginning at the "crossing point" and extending southeast through the Snelson Trust Parcel until curving easterly and then extending northeast, totaling approximately 193' up until the point of crossing back onto the Williams Parcel, more graphically depicted on the attached Exhibit C.

The parties hereto agree that the Williams Easement and Snelson Easement shall not be interpreted to include a utility easement, and shall be limited to the following purposes:

- a. For vehicular and pedestrian ingress to and egress from both the Williams Parcel and the Snelson Trust Parcel, as and for the purpose of a shared gravel driveway for access.
- 2. Maintenance and Repair Obligations of Parties.** From and after the date of this Easement Agreement, except to the extent that such area might be operated and maintained by public authorities or utilities, SNELSON TRUST shall perform or cause to be performed and pay all costs associated with the maintenance and repair of the Williams Easement area which lies on the Snelson Trust parcel, and WILLIAMS shall perform or cause to be performed and pay all costs associated with the maintenance and repair of the Snelson Easement area which lies on the Williams parcel.

3. **Definitions.** For purposes of this Easement Agreement the following definitions shall apply:

a. The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, tress, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open, accessible and available to the Parties benefitted thereby.

4. **Successors and Assigns.** This Easement Agreement and the easements agreed to herein shall run with the land and shall be binding upon and shall inure to the benefit of SNELSON TRUST and WILLIAMS, their heirs, successors, transferees and assigns.

5. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement Agreement. This Easement Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties, their heirs, successors, transferees or assigns. No provisions of this Easement Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Easement Agreement and the Exhibits attached hereto are incorporated herein by reference. The captions and headings of this Easement Agreement are for convenience only and shall not define, limit or describe the applicability, scope, meaning or intent of any provision of this Easement Agreement.

IN WITNESS WHEREOF, SNELSON TRUST and WILLIAMS have executed this Easement Agreement on the day and year written below.

By: *Dolores Mary Snelson*
SNELSON TRUST
Dolores Mary Snelson – Trustee of the
Credit Trust under the Snelson Family
Revocable Living Trust, dated May 6, 1994

7-2-2020
Date

By: *Kenneth R. Williams*
WILLIAMS
Kenneth R. Williams

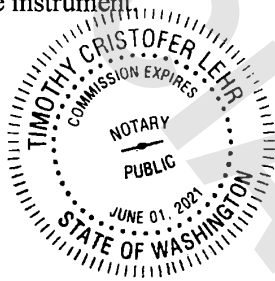
7-2-2020
Date

By: *Nancy K. Williams*
WILLIAMS
Nancy K. Williams

7-2-2020
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Dolores Mary Snelson** is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged her as **Trustee of the Credit Trust under The Snelson Family Revocable Living Trust dated May 6, 1994**, and signed this instrument as her free and voluntary act for the uses and purposes mentioned in the instrument.

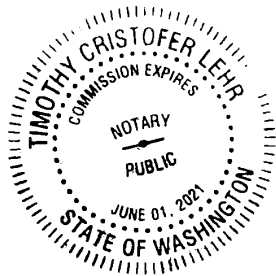


[Handwritten Signature]

NOTARY PUBLIC in and for the
State of Washington
residing at: Sedro-Woolley, WA
Commission expires: 6/01/2021

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Kenneth R. Williams and Nancy K. Williams** are the people who appeared before me and who on oath are authorized to execute the within and foregoing instrument and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.



[Handwritten Signature]

NOTARY PUBLIC in and for the
State of Washington
residing at: Sedro-Woolley, WA
Commission expires: 6/01/2021

Exhibit A**P36563**

That portion of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, 40 feet North to the North marginal line of the Northern Pacific Railway Company right-of-way; thence North a distance of 1180.86 feet; thence East parallel with the South line of Bassett Road to the East line of Garden of Eden Road and the true point of beginning of this description; thence Easterly parallel with the South line of the Bassett Road a distance of 595.31 feet, more or less, to a point 30 feet West of the East line of said Section 14; thence Northerly parallel to the Garden of Eden Road, a distance of 201.70 feet; thence Westerly parallel to the South line of the Bassett Road, a distance of 593.37 feet, more or less to the East line of the Garden of Eden Road; thence Southerly along said Garden of Eden Road a distance of 201.15 feet, more or less, to the point of beginning.

Also together with that portion of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of said East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, 40 feet North to the North marginal line of the Northern Pacific Railway Company right-of-way; thence North a distance of 1382.01 feet; thence East parallel with the South line of Bassett Road to the East line of the Garden of Eden Road and the true point of beginning of this description; thence Easterly parallel with the South line of Bassett Road a distance of 623.37 feet to the East line of said Section 14; thence Northerly along said East line of Section 14, a distance of 403.4 feet to a point 201.70 feet South of the South line of Bassett Road; thence West 619.49 feet, to a point on the East line of the Garden of Eden Road, 201.15 feet South of the South line of Bassett Road; thence Southerly along said East line of the Garden of Eden Road, a distance of 402.30 feet to the true point of beginning; EXCEPT the East 30 feet thereof.

EXCEPT the North $\frac{1}{2}$ thereof.

Situate in the County of Skagit, State of Washington

Exhibit B**P36569**

That portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East W.M., described as follows:

Beginning at the intersection of the South line of the Bassett County Road with the East line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 35 North, Range 4 East W.M.; thence South along said East line, 201.7 feet; thence West, 619.49 feet, more or less, to a point on the East line of the Garden of Eden Road, that is 201.15 feet South of the South line of said Bassett Road (as measured along said Garden of Eden Road); thence North 201.15 feet, more or less, to the South line of Bassett Road; thence East along the South line of Bassett Road, 617.55 feet, more or less, to the point of beginning, EXCEPT the East 25 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 631638.

Situate in the County of Skagit, State of Washington

EXHIBIT C

Snelson/Williams Easement Map

June 30, 2020

Legend

County Boundary

Tax Parcel Numbers

* Land Accounts

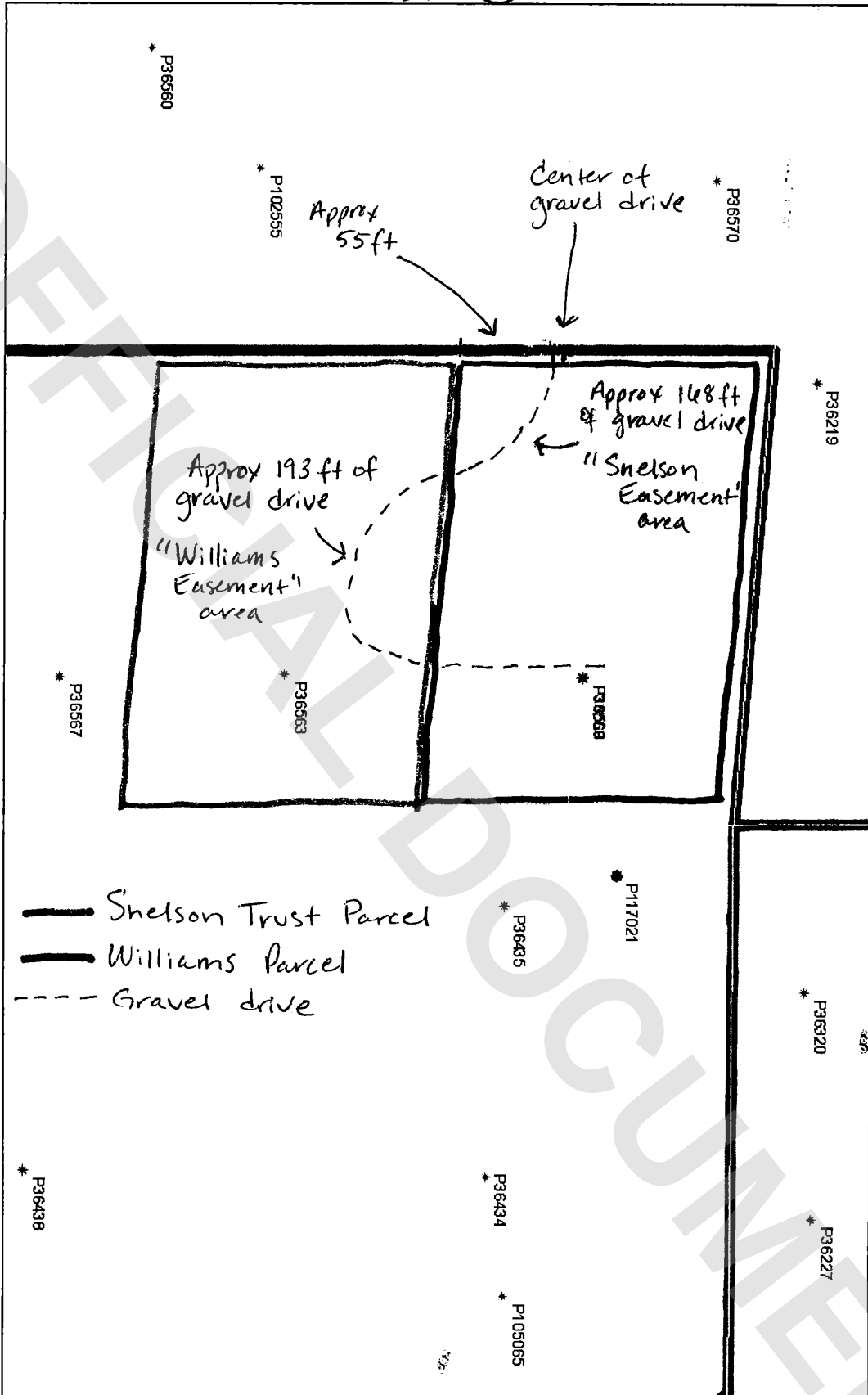
* Senior Citizen Accounts

* Mobile Home Only Accounts

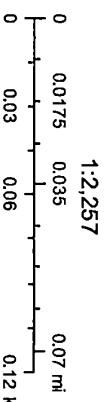
* Building Only Accounts

Tax Parcels

Pre Tax Account Property



— Snelson Trust Parcel
 — Williams Parcel
 - - - Gravel drive



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.