

When recorded return to:

Jessica Thompson and Patrick Thompson
26009 Lake Cavanaugh Rd
Mount Vernon, WA 98274

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

3002 Colby Ave., Suite 200
Everett, WA 98201

CHICAGO TITLE COMPANY
500113057

Escrow No.: 500113057

DOCUMENT TITLE(S)

Road Easement Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: Road Easement

GRANTOR(S)

Ring Family Limited Partnership, a Washington limited partnership

GRANTEE(S)

Jessica Thompson and Patrick Thompson, a married couple

ABBREVIATED LEGAL DESCRIPTION

ptn NW1/4 SW 1/4, 16-33-05

TAX PARCEL NUMBER(S)

P18090 / 330516-3-002-0000

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Bridget Ibarra
DATE 12/11/2020

ROAD EASEMENT

THIS AGREEMENT, made and entered into upon this 25th day of November, 2020, between **Ring Family Limited Partnership**, a Washington limited partnership, 813 E 8th Street, Port Angeles WA, 98362, hereinafter called **Ring**, and **Jessica Thompson and Patrick Thompson** (a married couple), residing at 26009 Lake Cavanaugh Road, Mount Vernon WA, 98274, hereinafter called **Thompson**.

WITNESSETH:

Ring has easement across **Thompson** tax lot P18099 as shown on attached Exhibit A, segment H established January 1st 2001 between Noretap and Merrill & Ring, Skagit County Auditor file number 200101190061. **Thompson** seeks to buy property owned by **Ring**, the Northwest ¼ of the Southwest ¼ of Section 16, Township 33 North, Range 5 East, WM, tax parcel P18090. As part of this acquisition **Ring** reserves easement across tax parcel P18090 to access other properties currently owned by **Ring**, specifically the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of Section 16, Township 33 North, Range 5 East, WM, tax parcel P18089. **Ring** also reserves easement across tax parcel P18090 for any other land hereafter acquired. This easement will go into effect immediately and simultaneously upon closing of tax parcel P18090, the closing of which is dependent upon this easement. **Ring** hereby reserves its rights of access across parcel P18090 for **Ring**, its successors, permittees and licensees, a permanent, nonexclusive road easement upon, over and along rights-of-ways forty (40) feet in width upon, over, and across the following described lands in Skagit County, Washington.

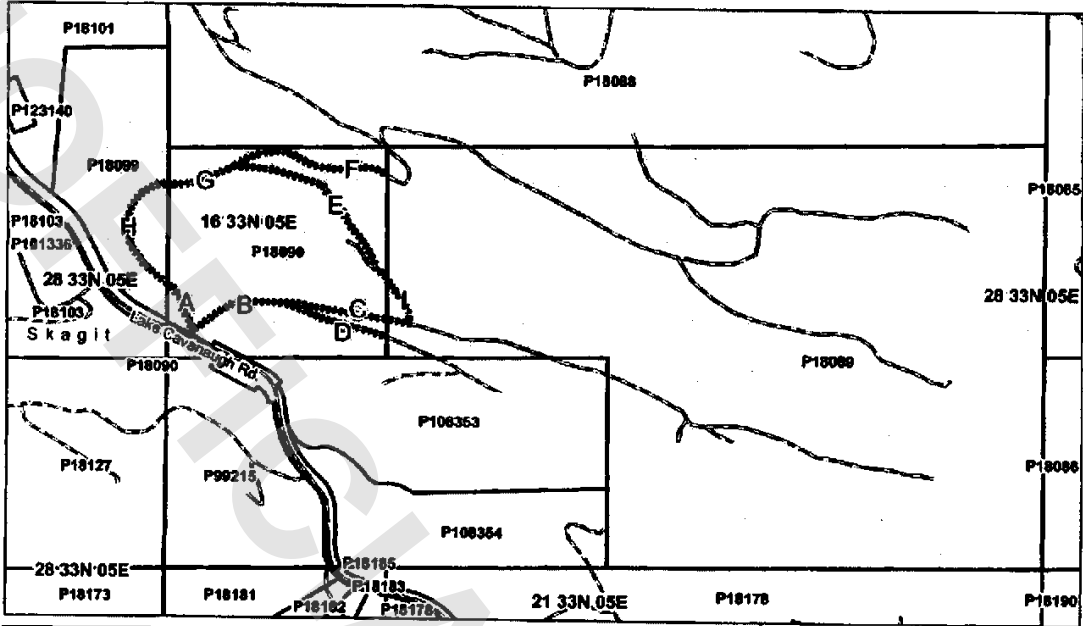
In Township 33 North, Range 5 East, Section 16

being twenty (20) feet on each side of the centerline of the road and located approximately as shown in red as road segments A, B, C, D, E, F, G on the attached Exhibit A, upon the following terms and conditions:

1. This easement is conveyed for the purpose of ingress, egress, utilities, and maintenance of said roads for access to tax parcel P18089, lands now owned by **Ring** as shown on the attached Exhibit A, all of which by these references are incorporated herein. This easement is also conveyed for the purpose of ingress, egress, utilities, and maintenance of said roads for access to any lands hereafter acquired by **Ring**
2. Upon closing, **Thompson**, its successors and assignees, shall have the right at all times for any purpose to cross and re-cross at any place on grade or otherwise, said roads on lands owned by it and for use in a manner that will not unreasonably interfere with the rights reserved by **Ring**.
3. Upon closing, **Thompson** may grant to third parties, upon such terms as it chooses, any or all of **Thompson** rights; provided that such use shall not unreasonably interfere with the rights reserved by **Ring**.

4. The cost of road maintenance and resurfacing shall be allocated on basis of respective uses of said road. When any party uses the road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
- a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
 - b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.
 - c) For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.
5. Each party using any portion of the road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to the road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the party providing the improvement.
7. Each party hereto may permit its respective contractors, licensees, lessees, purchasers of timber or other valuable materials and their agents, hereinafter individually referred to as "Permittees," to exercise the rights reserved to it herein.
8. Ring may assign its rights and obligations under this Easement. Any such assignment shall provide that the assignee will assume all obligations of the assigning party from and after the effective date thereof. This easement is assignable upon transfer of title of lands owned by the parties hereto.
9. Each party agrees to defend, indemnify and hold harmless the other party of and from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorney's fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whosoever belonging, including the respective contractors, agents, employees and representatives of parties hereto, arising out of or in any way connected with the use of its easement area by such party, its respective contractors, agents, employees or

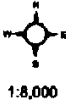
Exhibit A



Legend

----- Easement_Rd

□ Easement_Parcels



RING FAMILY

BrandenSinguy
11/30/2020 10:26:16 AM

representatives; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other party.

10. Thompson shall have the responsibility and cost associated with roadside brush maintenance and removal. If brush maintenance is not done in a timely and reasonable manner, Ring reserves the right to use mechanical brush clearing methods on the easement area and will invoice Thompson for such maintenance. Each party, in consideration of the rights reserved hereunder, hereby agrees to indemnify, defend and hold harmless the other party, its officers, directors, and employees from and against any and all claims, actions, liabilities, damages, losses, penalties, fines, costs, and expenses, including without limitation, reasonable attorney's fees and response and remedial action costs, related to or in any matter arising out of the use by the indemnifying party of mechanical cutting on or under the easement area.

Thompson, as part of this sale has requested reciprocal easement across segment "I" as shown on exhibit A of tax lot P18089. Ring hereby grants a 40' wide permanent non-exclusive easement to Thompson across segment "I" as shown on exhibit A for ingress and egress subject to conditions 4 through 10 above. Ring, its successors and assignees, shall have the right at all times for any purpose to cross and re-cross at any place on grade or otherwise, said roads on lands owned by it and for use in a manner that will not unreasonably interfere with the rights granted by Ring.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument, in quadruplicate to become effective immediately and simultaneously upon closing of tax parcel P18090, the closing of which is dependent upon this easement.

Thompson

By: _____

Jessica Thompson

By: _____

Patrick Thompson

Ring Family LP

By: _____

Riley Fogarty
General Partner

representatives; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other party.

10. Thompson shall have the responsibility and cost associated with roadside brush maintenance and removal. If brush maintenance is not done in a timely and reasonable manner, Ring reserves the right to use mechanical brush clearing methods on the easement area and will invoice Thompson for such maintenance. Each party, in consideration of the rights reserved hereunder, hereby agrees to indemnify, defend and hold harmless the other party, its officers, directors, and employees from and against any and all claims, actions, liabilities, damages, losses, penalties, fines, costs, and expenses, including without limitation, reasonable attorney's fees and response and remedial action costs, related to or in any matter arising out of the use by the indemnifying party of mechanical cutting on or under the easement area.

Thompson, as part of this sale has requested reciprocal easement across segment "I" as shown on exhibit A of tax lot P18089. Ring hereby grants a 40' wide permanent non-exclusive easement to Thompson across segment "I" as shown on exhibit A for ingress and egress subject to conditions 4 through 10 above. Ring, its successors and assignees, shall have the right at all times for any purpose to cross and re-cross at any place on grade or otherwise, said roads on lands owned by it and for use in a manner that will not unreasonably interfere with the rights granted by Ring.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in quadruplicate to become effective immediately and simultaneously upon closing of tax parcel P18090, the closing of which is dependent upon this easement.

Thompson

By: 

Jessica Thompson

By: 

Patrick Thompson

Ring Family LP

By: _____

Riley Fogarty
General Partner

ACKNOWLEDGMENT PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
Easement

State of WA
County of Skagit

I certify that I know or have satisfactory evidence that Jessica Thompson and Patrick Thompson is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-10-2020



Jennifer Brazil
Name: Jennifer Brazil
Notary Public in and for the State of WA
Residing at: Skagit County
My appointment expires: 7-25-2024

State of WA
County of _____

I certify that I know or have satisfactory evidence that Riley Fogarty is the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner of Ring Family Limited Partnership, A Washington Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Name: _____
Notary Public in and for the State of WA
Residing at: _____
My appointment expires: _____

ACKNOWLEDGMENT PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
Easement

State of _____
County of _____

I certify that I know or have satisfactory evidence that Jessica Thompson and Patrick Thompson is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.


Dated: _____

Name: _____
Notary Public in and for the State of WA
Residing at: _____
My appointment expires: _____

State of WA
County of Kitsap

I certify that I know or have satisfactory evidence that Riley Fogarty is the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Partner of Ring Family Limited Partnership, A Washington Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/10/2020


Name: Graham Gates
Notary Public in and for the State of WA
Residing at: Peet Orchard
My appointment expires: 10/6/2024

