

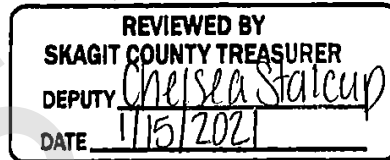


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01/15/2021 01:21 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

When Recorded Please Record To:

LAWRENCE A. PIRKLE
P.O. Box 1788
Mount Vernon, WA 98273
(360) 336-6587



EASEMENT FOR ROADWAY AND UTILITIES

GRANTORS: SHIRLEY ANNE LEE, a single person as her separate property

GRANTEES: JEFFREY S. BOON and ALLISON M. BOON, husband and wife

LEGAL DESCRIPTION:

Abbreviated Legal Description:

SW 1/4, Section 36, Township 34 North, Range 3 East, W.M.

Full Legal Description: Attached hereto as Exhibit A

ASSESSOR'S PROPERTY TAX PARCEL:

P23216 (340336-0-013-0000)

REFERENCE NUMBERS OF DOCUMENTS ASSIGNED/RELEASED:

P23213 (340336-0-012-0019)

P23216 (340336-0-013-0000)

EASEMENT FOR ROADWAY AND UTILITIES

This Easement Agreement is made this 12th day of January, 2021, by and between SHIRLEY ANNE LEE (hereinafter "Grantor") and JEFFREY S. BOON and ALLISON M. BOON, husband and wife (hereinafter referred to as "Grantees").

A. Easement. The Grantor hereby grants and conveys to the Grantees a nonexclusive perpetual easement (the "easement") over, under, through and across Grantor's property described on Exhibit A, attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of ingress, egress and underground residential utilities of all kinds as the Grantees may determine are suitable for servicing the Grantees' property, which is described on Exhibit B attached hereto and made a part hereof by this reference. The said easement is appurtenant to Grantees' property described on Exhibit B and shall be a covenant running with the land in perpetuity. The legal description of the easement is set forth on Exhibit C. The map showing the easement area, as set forth on Exhibit D, is provided to show the intent of the parties with respect to the location of the easement area.

B. Residential Access. The easement granted hereunder is limited to residential access and home occupations permitted by law.

C. Service Access. The Grantees shall have the right to install and access service vaults for all residential utilities which Grantees may place within the easement area in order to access conduits and valves which may be required for Grantees' utilities. Further, Grantees shall have the right to install conduits within the easement area in order to connect these service vaults to existing or future utility connections in Skagit City Road for the benefit of the property described on Exhibit B.

D. Unimpeded Access. The Grantees shall have full and unimpeded access to their property across the roadway to be established within the easement area and no speed bump, gate or other device shall be installed within the road area in order to limit access to the property of the Grantees, unless the same shall be accomplished with the consent of the Grantees.

E. Consideration. The easement is granted with no consideration. The easement is granted as a gift from mother to daughter and son-in-law (WAC 458-61A-201(1)).

F. Cost of Construction and Maintenance. Except as defined herein below, 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. 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. Following initial construction of the road, any maintenance expense arising as a result of damage to the road caused by one party's extra ordinary use or construction activities shall be borne by such party. Regular maintenance expenses shall be borne equally by the parties.

G. 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.

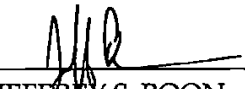
H. Work Standards. Upon Grantees' completion of any construction permitted under this agreement, Grantees shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs that were disturbed or destroyed during construction.

I. Mutual Release and Indemnity. The Grantees does hereby agree to indemnify and promise to defend and save harmless the Grantor and its successors in interest from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney fees incurred by Grantor or its successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees and Grantees' servants, agents, employees and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of Grantees or Grantees' agents and contractors.

GRANTORS:

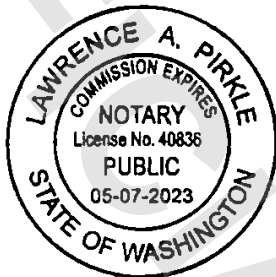

SHIRLEY ANNE LEE

GRANTEES:


JEFFREY S. BOON


ALLISON M. BOON

GIVEN under my hand and official seal this 12th day of January, 2021.



LAWRENCE A. PIRKLE

NOTARY PUBLIC in and for the
State of Washington
Residing at: Mount Vernon
My appointment expires: 5/7/23

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JEFFREY S. BOON and ALLISON M. BOON are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 12th day of January, 2021.



LAWRENCE A. PIRKLE

NOTARY PUBLIC in and for the
State of Washington
Residing at: Mount Vernon
My appointment expires: 5/7/23

**EXHIBIT A
GRANTOR'S PROPERTY**

Assessor's Parcel Number: P23216 (340336-0-013-0000)

PARCEL "A":

The West 4.50 acres of Government Lot 7 and that portion of Government Lot 6, lying easterly of Dry Slough and the South 126.50 feet of that portion of Government Lot 6 lying westerly of Dry Slough, in Section 36, Township 34 North, Range 3 East, W.M.,

EXCEPT dike, ditch and county roads rights of way,

AND EXCEPT the following described tracts:

1.) Beginning at the Southwest corner of the East 2 1/2 acres of said Lot 6; thence North 3°51' East along an existing fence line and along the West boundary line of the East 2 1/2 acres of said Lot 6, a distance of 147.81 feet; thence North 88°05' West along an existing fence line a distance of 159.25 feet; thence South 0°57' West along an existing fence line a distance of 162.41 feet to the south line of said Lot 6; thence North 86°24' East along an existing fence line and along the south line of said Lot 6, a distance of 152.22 feet to the true point of beginning.

2.) That portion of Government Lot 6, Section 36, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of that parcel conveyed by deed recorded on January 4, 2002, under Auditor's file no. 200201040051, records of Skagit County, Washington; thence North 0°57' East along the West line of said parcel for a distance of 162.41 feet to the Northwest corner thereof; thence West parallel with the South line of said government lot for a distance of 114 feet; thence South 0°57' West for a distance of 162.41 feet, more or less, to the South line of said government lot; thence east along said South line for a distance of 114 feet, more or less, to the point of beginning,

3.) That portion of Government Lot 6, Section 36, Township 34 North, Range 3 East, W.M., described as follows:

Commencing at the Southwest corner of that parcel conveyed by deed recorded on January 4, 2002, under Auditor's File No. 200201040051, records of Skagit County, Washington; thence North 89°11'56" West a distance of 538.26 feet from the Southeast

corner of Government Lot 6 being the TRUE POINT OF BEGINNING; thence continuing North 89°11'56" West, a distance of 268.32; thence North 15°55'13" West, a distance of 107.41 feet; thence North 8°09'14" West, a distance of 43.17 feet; thence North 19°12'08" East, a distance 61.11 feet; thence North 0°48'04" East, a distance 81.50 feet; thence South 89°11'56" East, a distance of 286.65 feet; thence South 0°48'02" West a distance of 285.00 feet, more or less, to the South line of said Government Lot 6 and the TRUE POINT OF BEGINNING.

EXCEPT THEREFROM any portion within the County road right of way.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 6, Section 36, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the West line of Section 36, Township 34 North, Range 3 East, W.M., at a point which is 126.4 feet North of the Southwest corner of the said Section;

thence North 303.5 feet;

thence South 26°28' East 339 feet;

thence West 151.1 feet to the place of beginning,

EXCEPT that portion of Government Lot 6 West of Dry Slough and North of a line 126.5 feet North of the South line of Lot 6 and South of a line 181 feet North of the South line of Lot 6.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT B
GRANTEE'S PROPERTY

Assessor's Parcel Number: P23213 (340336-0-012-0019)

That portion of Government Lot 6, Section 36, Township 34 North, Range 3 East, W.M., described as follows:

Commencing at the Southwest corner of that parcel conveyed by deed recorded on January 4, 2002, under Auditor's File No. 200201040051, records of Skagit County, Washington; thence North 89°11'56" West, along the South line of Southwest 1/4 a distance of 263.47 feet to a point lying North 89°11'56" West a distance of 538.26 feet from the Southeast corner of Government Lot 6 being the TRUE POINT OF BEGINNING; thence continuing North 89°11'56" West, a distance of 268.32; thence North 15°55'13" West, a distance of 107.41 feet; thence North 8°09'14" West, a distance of 43.17 feet; thence North 19°12'08" East, a distance of 61.11 feet; thence North 0°48'04" East, a distance of 81.50 feet; thence South 89°11'56" East, a distance of 286.65 feet; thence South 0°48'02" West, a distance of 285.00 feet, more or less, to the South line of said Government Lot 6 and the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations, agreements, easements and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

Exhibit C
Lee/Boon Driveway Access Easement

A 20 foot driveway access easement in Government Lot 6, SE 1/4 of the SW 1/4 of Section 36, Township 34 North, Range 3 East, W.M., easement is 20 feet West of the following described line:

Commencing at the Southwest corner of that parcel conveyed by deed recorded on January 4, 2002, under Auditor's File No. 200201040051, records of Skagit County, Washington; thence North 89°11'56" West, along the South line of the Southwest 1/4 a distance of 531.79 feet to a point lying North 89°11'56" West a distance of 806.58 feet from the Southeast corner of Government Lot 6, also being the Southwest corner of "New Lot B" as shown on boundary line adjustment survey recorded under Auditor's File Number 202008210119, also being the TRUE POINT OF BEGINNING;

thence along the west line of New Lot B, North 15°55'13" West, a distance of 107.41 feet;

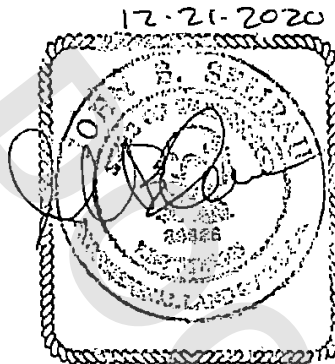
thence continuing on said west line, North 8°09'14" West, a distance of 43.17 feet;

thence continuing on said west line, North 19°12'08" East, a distance 61.11 feet;

thence continuing on said west line North 0°48'04" East, a distance 40.00 feet, to a point and the terminus of said line;

and the side line of said 20 foot easement is to be shortened to intersect the South line of Government Lot 6.

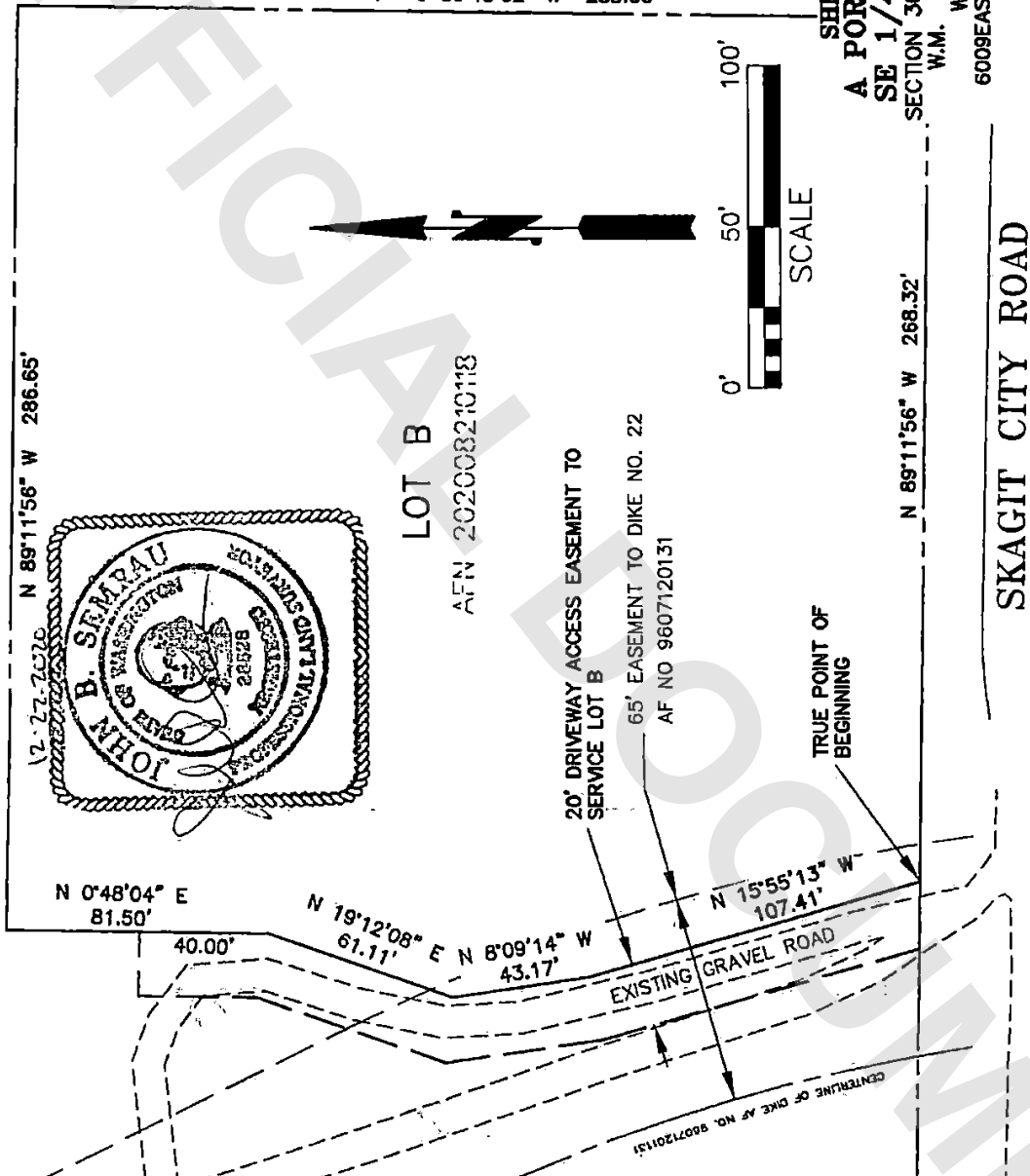
Situate in the County of Skagit, State of Washington



AFN 202008210118
LOT A

S 00°48'02" W 285.00'

AFN 202008210118
LOT B



SHEET 1 OF 1
A PORTION OF THE
SE 1/4, SW 1/4 OF
SECTION 36, T. 34 N., R. 3 E.,
W.M. MOUNT VERNON,
WASHINGTON
6009EASE.dwg, 12/22/2020

SKAGIT CITY ROAD