



202110060109

10/06/2021 01:53 PM Pages: 1 of 5 Fees: \$257.50
Skagit County Auditor

Document Title: EASEMENT FOR INGRESS/EGRESS and UTILITIES

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. KEVIN A. WATTS

2.

Grantee(s):

☐ additional grantee names on page ____

1. CRAIG M. GIFFORD

2.

Abbreviated legal description:

☐ full legal on page(s) ____

LOT 14, DECEPTION PASS WATERFRONT

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P64874

I, Kevin A. Watts, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$16.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

10/6/2021

When recorded return to:

Craig M. Gifford
15833 Yokeko Dr
Anacortes, WA 98221

Kevin A. Watts
15837 Yokeko Dr
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 06 2021

Amount Paid \$
Skagit Co. Treasurer
By DHS Deputy

Easement for Ingress / Egress and Utilities

Grantor: Kevin A. Watts

Grantee: Craig M. Gifford

Servient Estate: Parcel Number: P64874

Dominant Estate: Parcel Number: P64875

EASEMENT:

This agreement is made this 6th day of October, 2021, by and between Kevin A. Watts, a single man (hereinafter, "Grantor"), and Craig M. Gifford, a single man (hereinafter, "Grantee").

Easement. The Grantor hereby grants and conveys to the Grantee a non-exclusive Easement (the "Easement") for ingress and egress of foot traffic across the surface of the Grantor's property and for the preexisting utilities under Easement A and Easement B, which consist of a septic sewer pressure pipe and a water line. There are 4 distinct "Area's" to the overall "Easement" which are as described in Exhibit A and labeled on Exhibit B as "Easement A", "Easement B", "Easement C", and "Easement D".

1. **Location of Easement.** "Exhibit A" contains the legal descriptions of the four(4) areas defined in this easement. "Exhibit B" is the site plan / drawing depicting the approximate locations of the four(4) distinct areas that are defined in this easement along with depicting the portion of the Grantor's and Grantee's Properties that are effected by this Easement.
2. **Maintenance.** Grantee shall maintain the four(4) Easement areas in a weed free and debris free manner.
3. **Storage:** Neither the Grantee nor the Grantor shall store any: personal, building, debris, real, or other property in the easement areas.
4. **Further Improvements.** Neither the Grantor nor the Grantee shall have any obligation to make any improvements to any of the four(4) Easement Area's.
5. **Easement Area Alterations.** No alterations to the existing stairs, benches, decking, or retaining walls which are currently located in Easement Areas: "Easement A", "Easement B", "Easement C", or "Easement D" shall be made by the Grantee except by written consent of the Grantor.
6. **Plantings Allowed.** At the discretion of the Grantee, the Grantee may install and maintain plantings in the Area labeled and described as, "Easement C".
7. **Damage / Repair.** Any material damage to any of the four easement areas caused by the installation or maintenance of utilities, land shifting, erosion, or other unforeseen modifications shall be promptly repaired by the Grantee and the cost will be borne solely by the Grantee.
8. **Interests.** The Grantor and Grantee, by accepting and recording this Easement, do not intend for their interest in the Benefited Parcel and/or the Burdened Parcel to merge with this Easement, and the interest in the Easement shall herein remain separate and distinct.
9. **Disputes.** The parties agree to exercise their best efforts in good faith to resolve problems associated with this Easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to first submit such dispute to mediation in Skagit County before an agreed mediator to be held within sixty (60) days of a parties written request for mediation; and if mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorney's fees.
10. **Easement Modification.** This Easement may not be modified or amended except by written agreement signed and acknowledged by the parties.
11. **Enforce ability.** The invalidity or unacceptability of any provision herein shall not affect or impair any other provision hereof.

12. Consideration. For good and valuable consideration this Easement is being granted.

13. Indemnification. Grantee waves and releases the Grantor, and shall indemnify, defend, protect and hold harmless for, from, and against any and all claims of liability for any injury or damage to any person or property arising from the use of the Grantor's Property. The Grantee further waive, release, indemnify, defend, protect and hold the Grantor harmless for, from and against any negligence or intentional act or omission on the part of the Grantee, the Grantee's agents, contractors or employees, or invitees, and for, from, and against all costs, attorney's fees, expenses and liabilities incurred in defense of any such an action or proceeding brought thereon.

14. Notice: Grantor shall provide a minimum of 48hrs notice to Grantee prior to commencing any alterations or repairs that impact any of the easement areas.

State of Washington)
) S.S.
County of Skagit)

Dated this 6th Day of October 2021.

Kevin A. Watts
Kevin A. Watts

I certify that I know or have satisfactory evidence that Kevin A. Watts is the person who appeared before me, that he acknowledged and signed this instrument and acknowledged it to be his free and voluntary act for his uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 6 Day of October 2021.

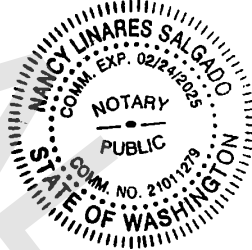
Nancy Linares Salgado
Signature

Nancy Linares Salgado
Print Name

Notary Public in and for the State of Washington.

Residing at Burlington Washington.

My appointment expires 2-24-25.



State of Washington)
) S.S.
County of Skagit)

Dated this 06 Day of October 2021.

Craig M. Gifford
Craig M. Gifford

I certify that I know or have satisfactory evidence that Craig M. Gifford is the person who appeared before me, that he acknowledged and signed this instrument and acknowledged it to be his free and voluntary act for his uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 6 Day of October 2021.

Nancy Linares Salgado
Signature

Nancy Linares Salgado
Print Name

Notary Public in and for the State of Washington.

Residing at Burlington Washington.

My appointment expires 2-24-25.

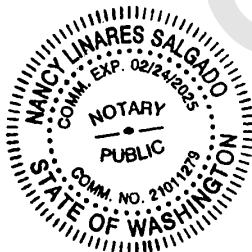


Exhibit A: Legal Description

Four access and deck structure easements described as follows:

Being a portion of Tract 14, "DECEPTION PASS WATERFRONT TRACTS," as per plat recorded in Volume 5 of Plats, page 26, records of Skagit County, Washington;

TOGETHER WITH tidelands of the second class extending to the line of extreme low tide and situate in front of adjacent to and abutting on the above described premises.

EXCEPT that portion of Lot 14 of said "DECEPTION PASS WATERFRONT TRACTS," 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 18.0 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;

The Easements are described as follows:

EASEMENT A

BEGINNING at a point 119.33 feet South the northeast corner of Said Lot 14;
Thence continue South, 23.46 feet;
Thence South 45°00'00" West, 5.96 feet;
Thence North 27°31'01" West, 1.32 feet;
Thence through a curve to the northeast with a radius of 10.00', through a center angle of 43°45'07" for a length of 7.64 feet;
Thence North 16°14'06" East, 19.88 feet to the POINT OF BEGINNING.

Also being an area of 91.6 square feet.

EASEMENT B

COMMENCING at a point 142.79 feet South the Northeast corner of Said Lot 14;
Thence South 45°00'00" West, 10.18 feet to the POINT OF BEGINNING;
Thence continuing South 45°00'00" West, 1.69 feet
Thence through a curve to the southwest with a radius of 3.00', through a center angle of 72°11'33" for a length of 3.78 feet;
Thence South 27°11'34" East, 3.81 feet;
Thence North 00°00'00" West, 8.07 feet to the POINT OF BEGINNING;

Also being an area of 10.2 square feet.

EASEMENT C

COMMENCING at a point 142.79 feet South the Northeast corner of Said Lot 14;
Thence South 45°00'00" West, 10.18 feet;
Thence South 18.00 feet;
Thence South 45°00'00" East, 5.62 feet to the POINT OF BEGINNING;
Thence through a curve to the southwest with a radius of 11.00', through a center angle of 45°00'00" for a length of 8.64 feet;
Thence North 00°00'00" East, 4.56 feet;
Thence North 45°00'00" West, 4.56 feet to the POINT OF BEGINNING.

Also being an area of 2.6 square feet.

EASEMENT D

COMMENCING at a point 142.79 feet South the Northeast corner of Said Lot 14;
Thence South 45°00'00" West, 10.18 feet;
Thence South 18.00 feet;
Thence South 45°00'00" East, 10.18 feet
Thence South 17.38 feet to the POINT OF BEGINNING;
Thence South 00°00'00" East, 40.04 feet;
Thence South 90°00'00" West, 0.71 feet;
Thence North 03°42'50" West, 29.39 feet;
Thence North 13°42'34" East, 11.03 feet to the POINT OF BEGINNING;

Also being an area of 62.7 square feet.

Exhibit B: Site Plan

