

When recorded return to:

Guardian Northwest Title & Escrow Company

Anacortes, WA 98221  
(360) 293-5423

GNW 21-10999

## QUIT CLAIM DEED

THE GRANTOR(S)

Patrick O'Donnell and Susan O'Donnell, husband and wife

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 11/19/2021

WAC458-61A-111(1) Easement Only

in hand paid, conveys and quit claims to James D. Stapp and Joline M. Stapp, Trustees of James D. Stapp and Joline M. Stapp Revocable Living Trust dated November 12, 2018 as to an undivided 1/3 interest; and in John R. Stapp (married to Cristie Marion Stapp, as his separate property as to an undivided 1/3 interest; and in David C. Stapp (married to Lynn O. Stapp) as his separate property as to an undivided 1/3 interest.

the following described real estate, situated in the County of Skagit, State of Washington together with all after acquired title of the grantor(s) herein:

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF.

Abbreviated legal description:

Alverson's Camp Trs Lots 20 & 21 AND Ptn. Lot E First Addition to Alverson's Camp Tr.

Tax Parcel Number(s): P61725; 3855-000-020-0006; P61774; 3856-000-074-0000

SERVIENT ESTATE: P61725; 3855-000-020-0006; P61774; 3856-000-074-0000  
Alverson's Camp Trs Lots 20 & 21 AND Ptn. Lot E First Addn to Alverson's Camp Trs.

DOMINANT ESTATE: Parcel P61775; 3856-000-074-0109

Abbreviated Legal: A portion of the NW 1/4 of Section 36, Township 36 N, Range 1 East, W.M.

Patrick and Susan O'Donnell, husband and wife own Skagit County parcels P61725 and P61774. These parcels together are referred to collectively herein as the "Servient Estate". Patrick and Susan O'Donnell herein as "the Grantors". The parcels in the Servient Estate are legally described in Exhibit A.

The Stapps own P61775. This parcel is referred to herein as the "Dominant Estate". The Stapps will be referred to here as "the Grantee herein". The Dominant Estate parcel is legally described in Exhibit B.

The current Trustees of the Trust are James Stapp and Joline Stapp.

The Grantors and Grantees will be referred to collectively here as the "Parties".

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The Parties (owners, trustees and beneficiaries) are all members of the Stapp family and have traditionally freely accessed each other's properties by crossing over each other's properties without a formal easement agreement.

The Grantors intend to sell the servient estate to Guemes North Beach LLC and the Grantees wish to reserve an easement across the Servient Estate for ingress and egress and utilities for the Dominant Estate and execute this agreement in anticipation of sale.

Dated: 11/12/2021

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\_\_\_\_\_  
Patrick O' Donnell

\_\_\_\_\_  
Susan O'Donnell

James D. Stapp and Joline M. Stapp Revocable Living Trust dated November 12, 2018 and to an undivided 1/3 interest

By:  
James D. Stapp, Trustee

\_\_\_\_\_  
By:  
Joline M. Stapp, Trustee

\_\_\_\_\_  
By:  
John R. Stapp

\_\_\_\_\_  
By:  
David C. Stapp

*David C. Stapp*

\_\_\_\_\_  
Patrick O' Donnell

\_\_\_\_\_  
Susan O' Donnell

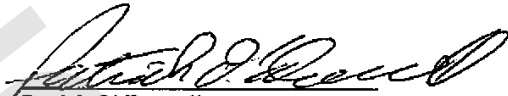
James D. Stapp and Joline M. Stapp Revocable Living Trust dated November 12, 2018 and to an undivided 1/3 interest

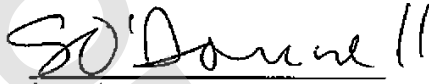
By:  
James D. Stapp, Trustee

\_\_\_\_\_  
By:  
Joline M. Stapp, Trustee

\_\_\_\_\_  
By:  
John R. Stapp

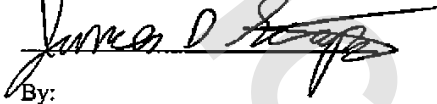
\_\_\_\_\_  
By:  
David C. Stapp

  
Patrick O'Donnell

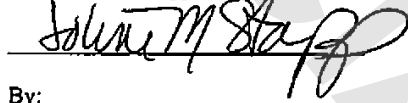
  
Susan O'Donnell

James D. Stapp and Joline M. Stapp Revocable Living Trust dated November 12, 2018 and to an undivided 1/3 interest

By:  
James D. Stapp, Trustee



By:  
Joline M. Stapp, Trustee



By:  
John R. Stapp

\_\_\_\_\_

By:  
David C. Stapp

\_\_\_\_\_

STATE OF  
COUNTY OF

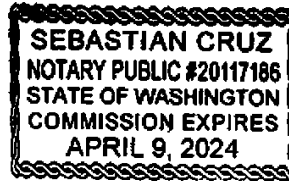
I certify that I know or have satisfactory evidence that David C. Stapp is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12 day of November, 2021

sg  
Signature

Notary  
Title

My appointment expires: 4/9/24



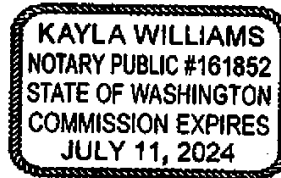
STATE OF  
COUNTY OF

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

Dated: 12 day of November, 2021

  
Signature

Notary Public  
Title

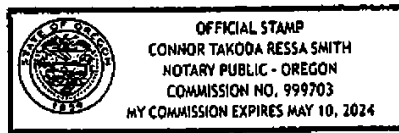


My appointment expires: July 11, 2024

STATE OF Oregon  
COUNTY OF Multnomah

I certify that I know or have satisfactory evidence that James D. Stapp and Joline M. Stapp, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated they are authorized to execute the instrument and are the Trustees of the James D. Stapp and Joline M. Stapp Revocable Trust dated November 12, 2018 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 12<sup>th</sup> day of November, 2021



[Signature]  
Signature

Notary Public / Banker  
Title

My appointment expires: 5/10/2024



Any identifiable, material damage to the Easement Area caused by installation, repair, replacement or maintenance shall be promptly repaired and the cost borne solely by the party who caused the damage.

The Grantee shall have no obligation to maintain the Easement Area or make any improvements thereon, but the Grantors shall not restrict the Grantees from any activities necessary to build or maintain a road in the Easement Area, including but not limited to clearing of brush and timber, grading, paving, laying of gravel, the installation of ditches, culverts and other diversions of water and any other activity reasonably necessary to build and maintain a road.

The Grantors shall be responsible for providing protection of the subject Easement Area from encroachments by building, construction or other utilities that adversely affect the use of the Grantees of the Easement Area for the purposes contained herein.

The parties agree to exercise their best efforts in good faith to resolve problems associated with the 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 party's 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.

This easement may not be modified or amended or amended except by written agreement signed and acknowledged by all parties or their successors in interest.

If any provision of the Easement is found to be invalid or unenforceable, such a finding shall not affect or impair the other provisions found herein.

The current Trustees of the Trust are James Stapp and Joline Stapp.

The Grantors and Grantees will be referred to collectively herein as the "Parties".

The parties (the owners, trustees and beneficiaries) and all Stapp family and have traditionally freely accessed each other's Properties by crossing over each other's properties without a formal easement agreement.

The Grantors intend to sell the servient estate to Guernes North Beach LLC and the Grantees wish to reserve an easement across the Servient Estate for ingress and egress and utilities for the Dominant Estate and execute this agreement in anticipation of sale.

#### THE EASEMENT

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In consideration of the mutual covenants contained herein, the long-term family relationship between the Parties, and other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged as sufficient, the GRANTORS, SUSAN AND PATRICK O'DONNELL hereby convey and grant to the GRANTEE, JAMES STAPP AND JOLENE STAPP, AS TRUSTEES OF THE STAPP FAMILY REVOCABLE LIVING TRUST DATED 11/20/2018, AND JOHN STAPP and DAVID STAPP a perpetual, non-exclusive easement, for the purposes of ingress and egress, as well as the installation, repair, replacement and maintenance of any and all utilities, over, under and across the following described Easement Area, which includes parcel P61725 and P61774.

Located in Section 36, Township 36, Range 1 E. W.M., described as follows:

Beginning in the Northwest corner of Lot 20, of ALVERSON'S CAMPING TRACTS, according to the plat thereof recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington;

thence South 51 degrees 47'31" East, 26.00 feet;

thence South 38 degrees 12'30" West 104.40 feet

thence South 88 degrees 29'36" West 33.80 feet

thence North 51 degrees 47'31" West 40 feet

thence a curve to the left radius 40.00 feet, a length 62.83 feet and an angle of 89 degrees 59'50"

thence South 38 degrees 12'30" West 41.90 feet

thence South 70 degrees 12'00" West 37.75 feet

thence South 51 degrees 47'31" East 100.00 feet

thence North 38 degrees 12'30" East 100.00 feet to the POINT OF BEGINNING, Except that portion of the above described easement lying within or Northwesterly of the Dominant estate.

This easement shall run with the land and be binding upon all parties asserting or acquiring any right, title or interest in the Easement area described herein, and shall inure to the benefit of each owner hereof.

This easement shall NOT be extinguished by the doctrine of merger. The servient and dominant estates do not share common ownership at this time. The parties expressly agree that this easement shall not be subject to extinguishment through the doctrine of merger. Further this easement is executed in anticipation of the sale of the servient estate to a third party holding no interest in the dominate estate at this time.

Any identifiable, material damage to the Easement Area caused by installation, repair, replacement or maintenance shall be promptly repaired and the cost borne solely by the party who caused the damage.

The Grantee shall have no obligation to maintain the Easement Area or make any improvements thereon, but the Grantors shall not restrict the Grantees from any activities necessary to build or maintain a road in the Easement Area,

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including but not limited to clearing of brush and timber, grading, paving, laying of gravel, the installation of ditches, culverts and other diversions of water and any other activity reasonably necessary to build and maintain a road.

The Grantors shall be responsible for providing protection of the subject Easement Area from encroachments by building, construction or other utilities that adversely affect the use of the Grantees of the Easement Area for the purposes contained herein.

The parties agree to exercise their best efforts in good faith to resolve problems associated with the 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 party's 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.

If any provision of this Easement is found to be invalid or unenforceable, such a finding shall not affect or impair the other provisions found herein.

#### **EXHIBIT A**

##### **THE SERVIENT ESTATE:**

Parcel A:

Lots 20 and 21, "Alverson's Camping Tracts", as per plat in Volume 4 of Plats, Page 28 recorded records of Skagit County, Washington.

##### **TOGETHER WITH:**

That portion of Tract E "First Addition to Alverson's Camping Tracts" as per plat recorded in Volume 4 of Plats, Page 28 records of Skagit County, Washington as more fully described in Statutory Warranty Deed recorded on 10/29/96 as Auditor's File No. 9610290093 as Parcel B.

#### **EXHIBIT B**

##### **THE DOMINANT ESTATE**

Those portions of the Northwest  $\frac{1}{4}$  of Section 36, Township 36 North, Range 1 East, W.M. and of Tract "E" of "First Addition to Alverson's Camping Tracts", as per plat recorded in Volume 4 of Plats, Page 20 records of Skagit County, Washington, as more fully described on Statutory Warranty Deed recorded 7/2/1021 as Auditor's File No. 202107020146 as Parcels A, B and C.

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