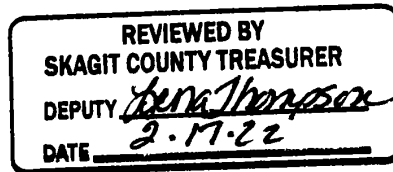


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Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit Law Group, PLLC
P.O. Box 336
Mount Vernon, WA 98273



RECIPROCAL EASEMENT FOR DRIVEWAY, DOCK, AND BOAT LAUNCH

GRANTORS:	CLEORA A. SARGEANT, a married woman, as her separate property ROBERT S. JONES and JANIS M. JONES, husband and wife
GRANTEES:	CLEORA A. SARGEANT, a married woman, as her separate property, and ROBERT S. JONES and JANIS M. JONES, husband and wife
Abbreviated Legal:	Lot 10 and Westerly 15 feet of Lot 11, Block 6 FREESTAD's PLAT 1 st Division, Section 36, Township 36 N, Range 2 E.W.M. Lot 11 & West ½ Lot 12 Less Easterly 15 feet Block 6, FREESTAD's PLAT 1 st Division, Section 36, Township 36 N, Range 2 E.W.M.
Additional Legal on page:	Exhibits "A" and "B"
Assessor's Tax Parcel Nos.:	3916-006-011-0001 / P65506 3916-006-013-0009 / P65502

THIS AGREEMENT is made and entered into this 24th day of January, 2022, by CLEORA A. SARGEANT (hereinafter "Grantor SARGEANT"; "Grantee SARGEANT"; or "SARGEANT"); and ROBERT S. JONES and JANIS M. JONES, husband and wife (hereinafter "Grantor "JONES"; "Grantee JONES"; or "JONES");

I. DESCRIPTION OF PROPERTY

WHEREAS, the parties to this agreement utilize an existing private driveway, dock, and boat launch located on their respective properties;

AND WHEREAS, all parties identified in this agreement wish to clarify through this agreement that all parties and all properties identified in this agreement are to have rights to the existing

private driveway, dock, and boat launch on their respective properties;

AND WHEREAS, SARGEANT is the owner of the following described real property located in Skagit County, Washington (the "Sargeant Burdened and Benefited Parcel A"):

See attached Exhibit "A".

Situate in the County of Skagit, State of Washington.

AND WHEREAS, JONES is the owner of the following described real property located in Skagit County, Washington (the "JONES Burdened and Benefited Parcel B"):

See attached Exhibit "B".

Situate in the County of Skagit, State of Washington.

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTORS, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantors and Grantees, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to GRANTEES, including any after acquired title, the following described easements for driveway, dock, and boat launch:

III. DESCRIPTION OF EASEMENTS FOR DRIVEWAY, DOCK, AND BOAT LAUNCH

1. Description of Easements

Perpetual, non-exclusive easements over, under and across the easement area defined below for ingress, egress and utilities, including, but in no way limited to, the purposes of using, constructing, repairing, maintaining, replacing or otherwise improving and using the existing driveway, dock, and boat launch in substantially the same location and condition as they existed on January 18, 2022.

2. Easement Area

All areas of the SARGEANT property and the JONES property, which contains all or any portion of, or is located within 5 feet of, the driveway, dock, and boat launch as they existed on January 18, 2022.

IV. GENERAL PROVISIONS

The benefits, burdens, and covenants of the easements granted herein shall be deemed to be

appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors; property, the Grantees' property, the Grantors and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

Each grantee hereby agrees to indemnify and hold harmless each Grantor, their successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses which in any way relate to or arise out of the use of the Easement Area, as is described herein, by the grantee, and the grantee's successors and assigns, contractors, employees and invitees.

In the event that a grantee causes identifiable damage to the grantor's real property, the Easement Area, and/or any improvements thereon, then the grantee shall, as soon as is reasonably possible, immediately restore the grantor's real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

This agreement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This agreement may not be modified or amended except by written agreement signed and acknowledged by all parties.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

///

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT,
UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this 24th day of January, 2022.


GRANTORS


ROBERT S. JONES


JANIS M. JONES


CLEORA A. SARGEANT

GRANTEES


ROBERT S. JONES


JANIS M. JONES


CLEORA A. SARGEANT

State of Washington)
County of Skagit) ss

I certify that I know or have satisfactory evidence that ROBERT S. JONES 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 the instrument.

Dated:

(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

[illegible]

I certify that I know or have satisfactory evidence that JANIS M. JONES is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

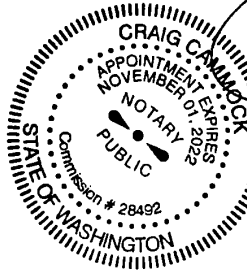
(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CLEORA A. SARGEANT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: January 24, 2022

(Signature)

NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

Exhibit "A"

(Legal Description of SARGEANT Burdened and Benefited Parcel A)

Lot 10 and the Westerly 15 feet of Lot 11, Block 6, "FREESTAD'S PLAT, FIRST DIVISION"
as per plat recorded in Volume 7 of Plats, page 69, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Exhibit "A"

Exhibit "B"
(JONES Burdened and Benefited Parcel B)

Lot 11 and the West ½ of Lot 12, less the Easterly 15 feet of Lot 11, Block 6, "FREESTAD'S PLAT, FIRST DIVISION" as per plat recorded in Volume 7 of Plats, page 69, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Exhibit "B"