

WHEN RECORDED RETURN TO:  
Mark Malone & Joan DeClaire  
PO Box 46  
Marblemount, WA 98267

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 03/16/2022

### ROAD USE EASEMENT

This road use easement is made this 4th day of March, 2022

Between:

Mark Malone and Joan DeClaire,  
husband and wife  
(hereinafter referred to as "Grantor")

-and-

Verna Harms and Steve Lewis, husband and wife  
(hereinafter referred to as "Grantee")

The Grantor hereby conveys the following appurtenant and perpetual easement with covenants, conditions, and restrictions and the nonexclusive right to use that portion of the Grantor's road as indicated on Schedule "B" (hereinafter referred to as the "Road"), for the purpose described in Schedule "A" on the below terms. Grantee's use shall be limited to those uses set forth in Schedule A and for no other purpose.

Abbreviated legal description of Grantor's property: ptn Gov. Lot 4, 6-35-11 E  
W.M. Full legal description appended below in Schedule B.  
Parcel number: P101146

In consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

#### 1.0 Terms and Conditions

1.1 This Agreement, including the attached Addenda of the following Schedules which are incorporated herein and made part hereof, shall be the terms and conditions as agreed to by Grantor and Grantee:

Schedule "A" - Purpose and Rates

Schedule "B" - Plan of Road

## **2.0 Consideration**

2.1 The Grantee agrees to pay the Grantor the sums as set forth under the heading "Consideration" in Schedule "A" at the time of closing of Grantee's purchase of Grantee's property. Grantee's closing of the purchase of Grantee's property shall be an express condition precedent to this Road Use Easement, including but not limited to, Grantee's obligation to pay the Consideration to Grantor.

## **3.0 Maintenance**

3.1 Notwithstanding anything herein contained the Grantor does not make any representation or warranty as to the suitability or fitness of the Road for Grantee's intended use nor does the Grantor assume any obligation to maintain the Road in usable condition.

3.2 Where the Grantor has no need to maintain the Road the Grantee undertakes and agrees that maintenance of the Road shall be the responsibility of the Grantee.

3.3 The physical size and location of the road is not to be enlarged or modified in any way beyond its current extent.

3.4 The Grantor shall have the right to enter upon the Road at its discretion to effect such maintenance and repairs as it deems appropriate for its use, and for reasonable nonexclusive use.

## **4.0 Damages**

4.1 The Grantee agrees that if any damage or destruction to the Road results from the exercise by the Grantee or its servants, agents, employees, contractors and subcontractors of the rights herein granted, the Grantee shall, at the Grantor's written request, restore the Road to its previous condition. If the Grantee fails to comply with such instruction within ninety (90) days, the Grantor may restore the Road to its previous condition at the expense of the Grantee. In such event, the Grantee will reimburse the Grantor the Grantor's costs of the restoration within thirty (30) days of receiving the Grantor's invoice.

## **5.0 Liability and Indemnity**

5.1 The Grantee shall use the Road entirely at their own risk and shall be liable for and assumes the risk of any loss, damage or expense suffered by the Grantee or any third person as a result of the use of the Road by the Grantee, its employees, agents, contractors or subcontractors.

5.2 The parties shall hold harmless and indemnify each other against all liability, actions, proceedings, claims, demands, judgments and costs (including actual attorneys' fees incurred in defending against the same) resulting from or arising out of the use of the Road by the parties, their employees, agents, contractors or subcontractors, including all claims for bodily injury or death to any person or persons resulting from or arising out of any use of or activity on the Road.

**6.0 Default**

6.1 If the Grantee is in default of any provisions herein, and such default continues for a period of thirty (30) days after receipt of notice from the Grantor to remedy such default, the Grantor may undertake to remedy such default and charge all associated costs to the Grantee.

**7.0 Arbitration**

7.1 If the Grantor and the Grantee cannot agree on the resolution of any dispute pertaining to this Agreement the resolution shall be made in the first instance by a reputable person to be mutually agreed upon by the parties. All costs of arbitration shall be shared equally by the parties.

**8.0 Notices**

8.1 Notices and invoices to be given under this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

GRANTOR: Mark Malone & Joan DeClaire  
PO Box 46  
Marblemount, WA 98267  
Phone: 206-524-1073  
email: markmalone1@comcast.net

GRANTEE: Verna Harms & Steve Lewis  
4221 105<sup>th</sup> Ave NE  
Kirkland, WA 98033  
Phone Verna: 206-384-2694  
Phone Steve: 206-384-1340  
email Verna: vharms47@gmail.com  
email Steve: lordjoe2000@gmail.com

8.2 Either party may, from time to time, change its address for service by giving written notice to the other party.

8.3 Any notice, invoice or other communication shall be deemed to be received by the addressee for all purposes hereunder if delivered personally, or electronically transmitted, on the first business day following delivery or transmission and, if mailed, on the fourth business day following the day on which it was mailed if such mailing is not returned as undeliverable.

8.4 In the case of a postal disruption, or an anticipated postal disruption, all notices or other communications to be given under this Agreement shall be electronically transmitted or delivered by hand.

**9.0 Perpetual**

9.1 This Agreement is perpetual and shall burden and benefit the real property described herein and shall run with the land. The terms of this Agreement shall extend to and be

binding upon the heirs, administrators, executors, transferees, successors, and assigns of the Grantor and Grantee.

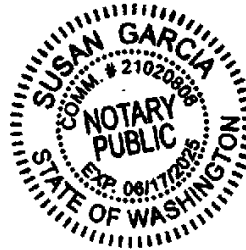
#### **10.0 Miscellaneous**

- 10.1 No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach. This agreement does not create any agency, joint venture or other relationship between Grantor and Grantee nor is it intended to benefit any third party or third party beneficiary.
- 10.2 This Agreement, as amended from time to time by agreement in writing of the parties, shall be the entire agreement between the Grantor and the Grantee as to the matters herein and all previous promises, representations or agreements between the parties, whether oral or written, shall be deemed to have been replaced by this Agreement.
- 10.3 In the event it becomes necessary to enforce the terms of this Agreement through arbitration, court action, or other proceedings, the prevailing party shall be entitled to reasonable attorney fees, costs, disbursements, and other expenses, in connection with any claim investigation, preparation, trial, and appeal.

*The remainder of this page is intentionally left blank with signatures on the following pages.*

Grantor:

Signatures:

Mark Malone  
Mark MaloneDate: 3/12/2022Joan DeClaire  
Joan DeClaire

State of Washington

County of Snohomish ) ss.This record was acknowledged before me on March 2nd, 2022 by Mark Malone and Joan DeClaire.Susan Garcia  
(Signature of notary public)CRR - Notary Public  
(Title of office)My commission expires: 06.17 2025

Grantee:

Signatures:

Verna Harms

Steve Lewis

Date: 3 March 2022

State of Washington

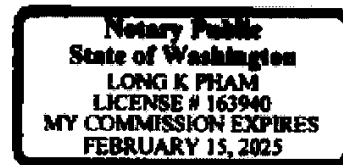
County of King ) ss.

This record was acknowledged before me on March 3<sup>rd</sup>, 2022 by Verna Harms and Steve Lewis.

(Signature of notary public)

Notary Public  
(Title of office)

My commission expires: Feb. 15, 2025



**SCHEDULE "A"**

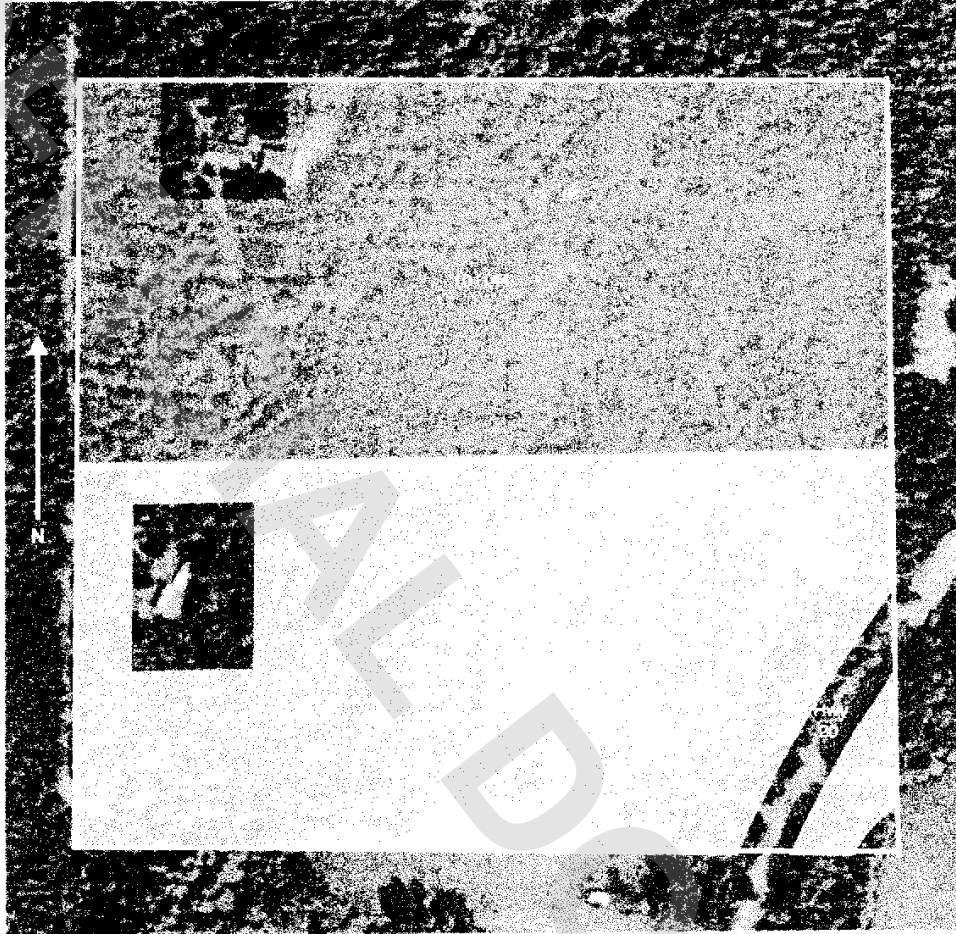
**PURPOSE AND RATES**

**PURPOSE OF USE:**

Use of Road by Grantee is allowed for domestic household access, ingress, and egress only. Use of Road for commercial purposes is prohibited unless agreed to in advance, in writing, by Grantor.

SCHEDULE "B"

PLAN OF ROAD



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Legal Description of P101144 (Grantee Property):

That portion of Tracts A and B of the 20 acre segregation recorded January 23, 1992 in Volume 12 of Surveys, page 69, under Auditor's File No. 9201230132 which lies north of the south line of the north 20 acres, as measured by area, of Tract A and B of said survey, being a portion of Government Lots 4 and 5 in Section 6, Township 35 North, Range 11 East, W.M.

Together with a non-exclusive easement for ingress, egress and utilities over, under and through the south 60 feet of Tracts A and B and the West 60 feet of Tract A, except that portion which lies north of the south line of the north 20 acres, as measured by area of Tract A & B of said survey.

Situate in the County of Skagit, state of Washington.

Legal Description of P101146 (Grantor Property):

Tracts A and B of that 20 acre segregation (survey) recorded January 23, 1992 in Volume 12 of Surveys, page 69, under Auditor's File No. 9201230132; being a portion of Government Lots 4 and 5 in Section 6, Township 35 North, Range 11 East, W.M.

Together with that portion of Government Lot 4, Section 6, Township 35 North, Range 11 East, W.M. described as lying South of the South line of State Route 20 and North of the Skagit River.

And except that portion of Said Tracts A and B of the 20 acre segregation recorded January 23, 1992 in Volume 12 of Surveys, page 69, under Auditor's File No. 9201230132 which lies north of the south line of the north 20 acres, as measured by area of Tract A and B of said survey, being a portion of Government Lots 4 and 5 in Section 6, Township 35 North, Range 11 East, W.M.

Situate in the County of Skagit, state of Washington.