

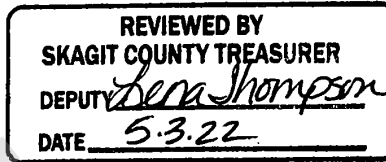


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05/03/2022 12:42 PM Pages: 1 of 10 Fees: \$212.50
Skagit County Auditor

After Recording Return To:

Arletta Jean Pearson
21252 Bulson Road
Mount Vernon, WA 98274



EASEMENT FOR INGRESS, EGRESS, AND UTILITIES

Grantor: **ARLETTA JEAN PEARSON**, a single woman

Grantees: **RAYMOND LEE SMITH** and **CHERI HENRY-SMITH**,
husband and wife
BRITT ROGERS, an unmarried individual
JEFFREY F. RINDAL and **TERESA T. RINDAL**, husband
and wife

Abbreviated Legal: Ptn SE / NE; & Ptn NE / NE (Lot 4, SP #90-64), Sec. 20,
Twn. 33N, Rg. 4 E W.M.

Additional Legal on page: 2

Assessor's Tax Parcel Nos.: 330420-1-021-0100; P108135
330420-1-024-0011; P16985
330420-0-013-0016; P16938
330420-1-022-0005; P16982

THIS AGREEMENT is made and entered into this 29th day of April, 2022, by **ARLETTA JEAN PEARSON**, a single woman (as "Grantor"), and **RAYMOND LEE SMITH** and **CHERI HENRY-SMITH**, husband and wife; **BRITT ROGERS**, an unmarried individual; and

JEFFREY F. RINDAL and **TERESA T. RINDAL**, husband and wife (as "Grantees").

I. DESCRIPTION OF PROPERTY

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington (the "Burdened Parcel"):

That portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 33 North, Range 4 East, W.M., lying North of the Southerly right-of-way line of the English Lumber Company Railway, described as follows:

Beginning at the Northeast corner of said subdivision, from which the East $\frac{1}{4}$ corner of said section bears South $01^{\circ}56'51''$ West, a distance of 1,322.37 feet; thence North $87^{\circ}54'13''$ West, along the North line of said subdivision, a distance of 20.00 feet to a point 20.00 feet West of, as measured perpendicular to, the East line of said subdivision and the true point of beginning; thence continue North $87^{\circ}54'13''$ West a distance of 351.99 feet; thence South $01^{\circ}56'51''$ West, parallel with the East line of said subdivision, a distance of 335.33 feet; thence South $88^{\circ}03'09''$ East, perpendicular to the East line of said subdivision, a distance of 102.39 feet to a point on the Southeasterly margin of the English Lumber Company Railway right-of-way; thence North $39^{\circ}25'21''$ East, along said right-of-way, a distance of 57.32 feet to the beginning of a curve to the right having a radius of 492.52 feet; thence along the arc of said curve through a central angle of $31^{\circ}34'07''$ a distance of 271.37 feet to a point lying 20.00 feet West of, as measured perpendicular to, the East line of said subdivision; thence North $01^{\circ}56'51''$ East, parallel to the East line of said subdivision, a distance of 129.64 feet to the true point of beginning;

TOGETHER WITH that portion of Lot 4, Skagit County Short Plat No. 90-64, approved September 26, 1991, and recorded October 10, 1991, in Volume 10 of Short Plats, pages 12 and 13, under Auditor's File No. 9110100032, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 33 North, Range 4 East, W.M., being more particularly described as follows:

Beginning at the Southeast corner of said Lot 4; thence North $87^{\circ}54'13''$ West along the South boundary of said premises said line also being the North line of that parcel described in a deed to Ronald M. Pearson and Jean Pearson under Auditor's File No. 9605300066 for a distance of approximately 341 feet to the Northwest corner of said Pearson parcel; thence North $1^{\circ}56'51''$ East for a distance of 8 feet; thence South $87^{\circ}54'13''$ East for a distance of approximately 341 feet, more or less, to the East line of said Lot 4; thence South $1^{\circ}56'51''$ West along the East line of said Lot 4 for a distance of 8 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTEES **RAYMOND LEE SMITH** and **CHERI HENRY-SMITH**, husband and wife, are the owners of the following described real property located in Skagit County, Washington ("the Smith Parcel") (the "Benefitted Parcels"):

That portion of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 33 North, Range 4 East, W.M., lying Southerly and Easterly of that certain 50 foot strip of land conveyed to the English Lumber Company for railroad purposes by deed dated August 5, 1902, recorded August 7, 1902, in Volume 47 of Deeds, page 428, under Auditor's File No. 41120; EXCEPT the East 20 feet thereof conveyed to Skagit County for road purposes by deed dated March 3, 1906, recorded June 2, 1906, under Auditor's File No. 57471 in Volume 62 of Deeds, page 225.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTEE **BRITT ROGERS**, an unmarried individual, is the owner of the following described real property located in Skagit County, Washington ("the Rogers Parcel") (the "Benefitted Parcels"):

That portion of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at a point 896.2 feet North and 20 feet West of the Southwest corner of said Northeast $\frac{1}{4}$ of said Section 20; thence West 317.6 feet, more or less, to the East line of the right-of-way of the English Lumber Company; thence Northeasterly along said East line, 114.4 feet; thence East 253 feet, more or less, to the West line of the county road; thence South on said West line, 90.8 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTEE **JEFFREY F. RINDAL** and **TERESA T. RINDAL**, husband and wife, are the owners of the following described real property located in Skagit County, Washington ("the Rindal Parcel") (the "Benefitted Parcels"):

That portion of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 33 N, Range 4 E W.M., lying Northerly of the Southerly margin of the English Lumber Company Railroad right-of-way. EXCEPT any portion thereof which lies within the N $\frac{1}{2}$ of the N $\frac{1}{2}$ of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTOR, **ARLETTA JEAN PEARSON**, a single woman, as owner of the Burdened Parcel, in consideration of the mutual covenants contained herein and the mutual promises herein granted between the Grantor and Grantees, the receipt and sufficiency of which consideration is hereby acknowledged, and for no monetary consideration, conveys and quit claims to Grantees, **RAYMOND LEE SMITH** and **CHERI HENRY-SMITH**, husband and wife, **BRITT ROGERS**, an unmarried individual, and **JEFFREY F. RINDAL** and **TERESA T. RINDAL**, husband and wife, as owners of the Benefitted Parcels, including as to any after acquired title, the following described easement for ingress, egress, and utilities:

III. DESCRIPTION OF EASEMENT FOR INGRESS, EGRESS, AND UTILITIES

1. Description of Easement

A perpetual, non-exclusive easement over, under, and across the easement area defined below for ingress, egress, and utilities, including but in no way limited to the purpose of connecting to, installing, maintaining, and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas, and all other utilities of any nature whatsoever.

2. Easement Area

A 16-foot-wide easement for ingress, egress, and utilities over, under, and across a portion of that certain tract of land described in statutory warranty deed to Arletta Jean Pearson, a single woman, as recorded under Auditor's File No. 202107200086, records of Skagit County, Washington, the centerline of which is more particularly described to wit:

Commencing at the Northeast corner of Section 20, Township 33 North, Range 4 East of the Willamette Meridian;
thence South 01°56'51" West, along the East line of the Northeast quarter of said Section 20, a distance of 1332.37 feet;
thence North 87°54'13" West, departing said East line, a distance 20.00 feet to the Westerly right-of-way line of Bulson Road;
thence South 01°56'51" West, along said Westerly right-of-way line, a distance of 101.49 feet to the point of beginning of the herein described centerline;
thence South 72°37'34" West, departing said Westerly right-of-way line, a distance of 67.02 feet to the beginning of a curve to the left;
thence along said curve to the left, whose radius is 150.00 feet and through a central angle of 18°52'00", an arc distance of 49.39 feet to the beginning of a compound curve to the left;

thence along said compound curve to the left, whose radius is 750.00 feet and through a central angle of 18°11'04", an arc distance of 238.04 feet to the beginning of a compound curve to the left;
thence along said compound curve to the left, whose radius is 12.50 feet and through a central angle of 68°45'18", an arc distance of 15.00 feet;
thence South 33°10'48" East, a distance of 10.00 feet to the terminus of the aforementioned centerline.

Except any portion lying outside the boundaries of the aforementioned Pearson Tract.

Situate in the County of Skagit, State of Washington.

An illustrative sketch of the Easement Area is attached hereto as Exhibit A.

IV. GENERAL PROVISIONS

Grantees hereby agree to indemnify and hold harmless Grantor, and her successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantees and/or Grantees' residents, employees, customers, invitees, guests, licensees, contractors, agents, and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees and/or this Easement.

In the event that the Grantees and/or Grantees' residents, employees, customers, invitees, guests, licensees, contractors, agents, and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees cause identifiable damage to the Grantor's personal or real property, the Easement Area, and/or any improvements thereon, then the Grantees shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the Easement Area, and all improvements thereon to as good or better condition as existed prior to the damage.

Grantor shall have no obligation to maintain the Easement Area or any improvements thereon.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantees' properties, the Grantor 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.

This Easement 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 is the entire understanding between the parties with respect to the Easement described herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision in this Agreement may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by all parties, and then only to the extent set forth in such instrument.

If by reason of any breach or default on the part of any party hereto it becomes necessary for the other party(-ies) hereto to employ an attorney, then the non-breaching party shall have and recover against the other party(-ies), in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party(-ies) 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.

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

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 29th day of April, 2022.

GRANTOR:

GRANTEES:

Arletta Jean Pearson
ARLETTA JEAN PEARSON
Dated: April 27, 2022


Raymond Lee Smith
RAYMOND LEE SMITH
Dated: 4-28-22, 2022




Cheri Henry-Smith
CHERI HENRY-SMITH
Dated: 4-28-22, 2022


 BRITT ROGERS

Dated: 4/29, 2022


 JEFFREY F. RINDAL

Dated: 4-28-22, 2022


 TERESA T. RINDAL

Dated: 4/28/2022, 2022

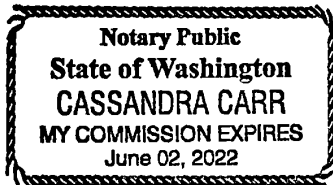
STATE OF WASHINGTON


COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **ARLETTA JEAN PEARSON** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of April, 2022.




 Printed Name

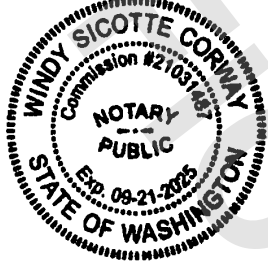
CASSANDRA CARR
 NOTARY PUBLIC in and for the State of Washington

My Commission Expires 6/2/2022

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **RAYMOND LEE SMITH** and **CHERI HENRY-SMITH** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28 day of April, 2022.



W. Sicotte Corway

Printed Name Windy Sicotte Corway
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 09-21-2025

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **BRITT ROGERS** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29 day of April, 2022.



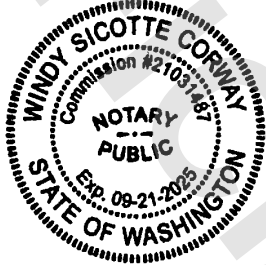
W. Sicotte Corway

Printed Name Windy Sicotte Corway
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 09-21-2025

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **JEFFREY F. RINDAL** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28 day of April, 2022.



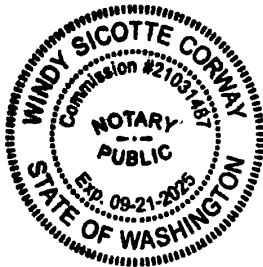
W. Sicotte Corway

Printed Name Windy Sicotte Corway
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 09-21-2025

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **TERESA T. RINDAL** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28 day of April, 2022.



W. Sicotte Corway

Printed Name Windy Sicotte Corway
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 09-21-2025

