

## AFTER RECORDING MAIL TO:

Law Office of Cole & Gilday, P.C.  
10101 – 270<sup>th</sup> St. NW  
Stanwood, WA 98292

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20235712

Mar 07 2023

Amount Paid \$13.00  
Skagit County Treasurer  
By Lena Thompson Deputy

## EASEMENT FOR ACCESS

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GRANTORS: DONALD MOE & ERIN MOE, a married couple

GRANTEES: TERRY RUDE & LINDSEY RUDE, a married couple

Abbreviated Legal: Lot 10 & Ptn Lot 26 "SARATOGA PASSAGE VIEW C.A.R.D.;  
Ptn S9, T33N R4E W.M.

Additional Legal on page(s) Exhibit A, Exhibit B

Assessor's Tax Parcel No's: P95857; P130333

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THE GRANTORS DONALD MOE and ERIN MOE, a married couple, and GRANTEES TERRY RUDE and LINDSEY RUDE, a married couple, hereby agree as follows:

WHEREAS, GRANTORS DONALD MOE and ERIN MOE, are the owners of real property situate in the County of Skagit, State of Washington, identified as Skagit County Assessor's Parcel Number P95857 ("Lot 26") and which real property consists of a portion of Lot 26 of "SARATOGA PASSAGE VIEW C.A.R.D.", PL 06-0107, (the "Plat") which Plat was approved April 14<sup>th</sup>, 2009 and recorded June 10, 2009 under Skagit County Auditor's File Number 200906100089, and which real property is more particularly described in *Exhibit "A"*.

WHEREAS GRANTEES TERRY RUDE and LINDSEY RUDE, are the owners of real property situate in the County of Skagit, State of Washington, identified as Skagit County Assessor's Parcel Number P130333 ("Lot 10") and which is more particularly described in *Exhibit "B"*.

NOW, THEREFORE, the Grantors, as owners of the relevant portion of Lot 26, for no consideration other than the mutual benefits to the parties hereto, hereby quitclaim to Grantees, as owners of Lot 10, a non-exclusive easement for ingress and egress, over and across the following:

A. That portion of Lot 26 consisting of a portion of the "60-foot access and utility easement" shown on page 6 of the Plat, which portion is located between Benson Ridge Lane and the easterly extension of the North Line of Lot 9; and

B. That portion of Lot 26, described as follows:

Beginning at the Southeast corner of Lot 9; thence Northeasterly along the West line of the "60-foot access and utility easement" shown on page 6 of the Plat, to a point 32 feet from said Southeast corner of Lot 9, the TRUE POINT OF BEGINNING; thence Northwesterly 128 feet, more or less to the Northeast corner of Lot 9 of said Plat; thence East 15 feet along the South Line of Lot 10 to the Southeast corner of Lot 10; thence Southeasterly parallel to the western line set out above a distance of 113 feet, more or less, to the westerly boundary of said "60-foot access and utility easement"; thence southwesterly along said West line of the "60-foot access and utility easement" shown on page 6 of the Plat, to the TRUE POINT OF BEGINNING.

AND FURTHER, the Grantors, as owners of the relevant portion of Lot 26, for no consideration other than the mutual benefits to the parties hereto, hereby quitclaim to Grantees, as owners of Lot 10, a non-exclusive easement for drainage, over, under and across the following:

C. A two foot wide strip that is contiguous to, and Easterly of, the East line of easement identified above, and

D. A two foot wide strip that crosses the "60-foot access and utility easement" shown on page 6 of the Plat, commencing at a point on the "60-foot access and utility easement" which is approximately 15 feet Northeasterly along the West line of the "60-foot access and utility easement" from the TRUE POINT OF BEGINNING of the ingress and egress easement described above, thence Southeasterly across the "60-foot access and utility easement" to the East line of the "60-foot access and utility easement".

The following conditions shall apply to the above easements.

1. **Installation and Maintenance:** Grantees shall be solely responsible for installation and maintenance of any improvements in the easement areas. Grantees shall be solely responsible for maintenance, repair and replacement of existing roadway and other improvements in the easement areas. Grantees shall not make any improvements without first obtaining all necessary permits from Skagit County and all other governing authorities. Grantees shall not take any action which is not permitted under the zoning for the easement areas or which is not permitted by any other law or regulation. If Grantees do not complete any maintenance, repair or replacement to improvements within sixty (60) days of written notice to do so from Grantors, then Grantors shall have the right, but not the obligation, to conduct such maintenance, repair and/or replacement, at Grantors' sole discretion, and Grantees shall reimburse Grantors for all amounts incurred by Grantors arising out of or

relating in any way to such notice, demand, maintenance, repair and/or replacement, within ten (10) days of demand. Grantees shall indemnify and hold Grantors harmless from any and all fines, attorneys fees, costs, damages, penalties, and any and all other costs of any nature whatsoever, which arise out of or relate in any way to the acts or omissions of the Grantees with respect to the easement areas and/or this Agreement.

2. Use: The easements granted herein are to be used solely for ingress and egress to Lot 10 from Benson Ridge Lane.
3. Drainage. Grantees shall take all such actions as are necessary, in addition to all such actions as Grantors deem necessary, in Grantors' sole and absolute discretion, and at Grantees' sole expense, to regulate the quality, quantity, speed, detention, flow, discharge, disbursal and all other characteristics of drainage water from the drainage easements. Without in any way limiting the generality of the preceding language, Grantees shall take all such actions as are necessary to prevent and repair erosion arising out of, or related in any way to, the collection, conveyance and/or discharge of storm water through the drainage easements, regardless of the location on Lot 26 where such erosion occurs.
4. Binding Arbitration. Any dispute arising out of or related to this Agreement shall be resolved through arbitration pursuant to Chapter 7.04 RCW. The arbitration shall be heard by one arbitrator whose decision shall be binding and not appealable. The cost of the arbitrator shall be borne by the non-prevailing party. The venue of any action shall be in Skagit County.
5. Indemnification.
  - a. Grantees hereby agree to indemnify and hold harmless Grantors, their 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, attorney's fees, consulting and expert fees) which in any way relate to or arise out of the use of the easement areas by Grantees and/or Grantees' residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the easement areas arises out of or in any way relates to Grantees.
  - b. 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 areas arises out of or is in any way related to Grantees, cause identifiable damage to the Grantors' personal or real property, the easement areas, and/or any improvements thereon, then the Grantees shall, as soon as is reasonably possible, immediately restore the Grantors' personal and real property, the easement areas and all improvements thereon to as good or better condition as existed prior to the damage.

6. Compliance with Law. All maintenance, repair, replacement and improvement shall be done in a lawful manner and in full compliance with all governing codes, regulations and laws.
7. Sketch. The attached sketch (*Exhibit "C"*) is included for illustrative purposes only.
8. Future Development. If Grantors determine, in Grantors' sole and absolute discretion, that the location of the easements granted herein should be relocated for the purpose of future subdivision or development of Grantors' property, construction of improvements, or for any other reason whatsoever, Grantors shall have the right to provide notice to Grantees of the new location for the easement and Grantees shall promptly take all such actions, at the sole cost of Grantees, to relocate any and improvements from the prior easement areas to the new easement areas within ninety days of the date of Grantors' notice and to thereafter restore the prior easement areas to its original, natural condition within the same ninety days. In addition, and without limiting Grantors' rights in the preceding sentence, Grantors shall also have the right to terminate all easements granted to Grantees by providing notice of such termination to Grantees at least ninety (90) days prior to such termination. If Grantors provide notice of termination, and if the notice includes notice to remove improvements, then Grantees, at the sole cost of Grantees, shall remove any improvements identified in the termination notice and shall restore Grantors' property to its condition prior to the date of this Easement, on or before the termination date provided in the notice.
9. General.
  - a. These easements shall run with the land and bind and inure to the benefit of the parties, their successors and assigns.
  - b. Unity of title shall not affect the easements above described.
  - c. This Agreement shall be construed and governed by the laws of the State of Washington;
  - d. The failure of the Grantors to insist upon strict performance of any of the covenants and agreements in this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect;
  - e. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;
  - f. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

- g. This Agreement may not be modified or amended except by written agreement signed and acknowledged by both parties;
- h. Grantors and Grantees have had the opportunity to have this document reviewed by counsel of their choice. All parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.
10. Costs and Attorneys' Fees. 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, including all such attorneys' fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. 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.
11. Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Dated 1-18-23

GRANTORS:  
(Owners of P95857)

Donald I Moe  
Donald Moe

Erin Moe  
Erin Moe

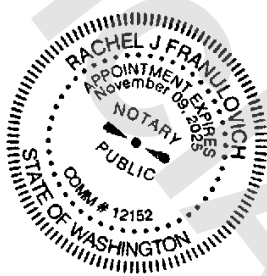
GRANTEES:  
(Owners of P130333)

Terry Rude  
Terry Rude

Lindsey Rude  
Lindsey Rude

State of Washington )  
 ) ss  
 County of Skagit )

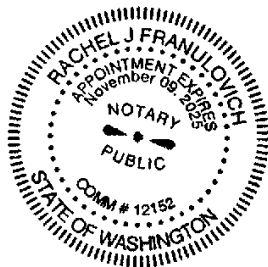
I certify that I know or have satisfactory evidence that DONALD MOE is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 1-18-2023  
[Signature]  
 (Signature)  
 NOTARY PUBLIC  
Rachel Franulovich  
 Print Name of Notary  
 My appointment expires: 11-9-2025

State of Washington )  
 ) ss  
 County of Skagit )

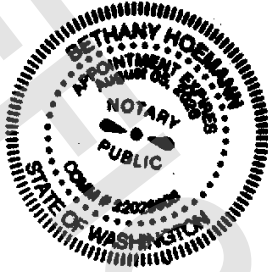
I certify that I know or have satisfactory evidence that ERIN MOE is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 1-18-2023  
[Signature]  
 (Signature)  
 NOTARY PUBLIC  
Rachel Franulovich  
 Print Name of Notary  
 My appointment expires: 11-9-2025

State of Washington )  
 ) ss  
 County of Skagit )

I certify that I know or have satisfactory evidence that TERRY RUDE is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



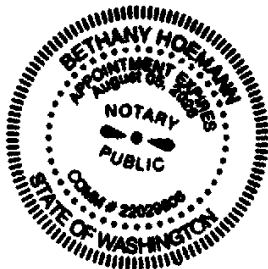
Dated: 1/23/23  
[Signature]

(Signature)  
 NOTARY PUBLIC  
**BETHANY HOEMANN**

Print Name of Notary  
 My appointment expires: 8/5/26

State of Washington )  
 ) ss  
 County of Skagit )

I certify that I know or have satisfactory evidence that LINDSEY RUDE is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 1/23/23  
[Signature]

(Signature)  
 NOTARY PUBLIC  
**BETHANY HOEMANN**

Print Name of Notary  
 My appointment expires: 8/5/26

**EXHIBIT "A"**  
**P95857**

PTN LOT 26 SARATOGA PASSAGE PL06-0107 AF#200906100089 DAF NW1/4 NE1/4 EXC FOR LOTS 8-19 OF SARATOGA PASSAGE AND EXC FOR THE FDT COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 4 EAST OF THE W.M. THENCE S 87-21-29 E ALONG THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION FOR A DISTANCE OF 87.95 FEET ALSO BEING THE TRUE POINT OF BEGINNING THENCE S 53-31-17 E FOR A DISTANCE OF 16.83 FEET THENCE S 77-52-25 E FOR A DISTANCE OF 103.63 FEET THENCE N 25-44-27 W FOR A DISTANCE OF 30.08 FEET TO THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION THENCE N 87-21-59 W ALONG THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION FOR A DISTANCE OF 101.90 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 4 EAST OF THE W.M. THENCE S 87-21-59 E ALONG THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION FOR A DISTANCE OF 189.85 FEET, ALSO BEING THE TRUE POINT OF BEGINNING THENCE S 25-44-27 E FOR A DISTANCE OF 30.08 FEET THENCE N 80-51-35 E FOR A DISTANCE OF 129.70 FEET TO THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION THENCE N 87-21-59 W ALONG THE NORTH LINE OF SAID 1/4 OF 1/4 OF SECTION FOR A DISTANCE OF 141.27 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT COMMENCING AT THE SOUTHEAST CORNER OF LOT 13, PLAT OF SARATOGA PASSAGE VIEW C.A.R.D. PL 06-0107, AS PER PLAT RECORDED JUNE 10, 2009 AS PER AUDITOR'S FILE NO. 200906100089, AND AS PER AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED AS AUDITOR'S FILE NO. 200908280052, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 60-26-21 EAST FOR A DISTANCE OF 134.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03-05-52 EAST FOR A DISTANCE OF 150.00 FEET; THENCE SOUTH 86-54-08 EAST FOR A DISTANCE OF 160.00 FEET; THENCE SOUTH 06-54-43 WEST FOR A DISTANCE OF 150.33 FEET; THENCE NORTH 86-54-08 WEST FOR A DISTANCE OF 150.00 TO THE POINT OF BEGINNING. AND EXCEPT COMMENCING AT THE NORTHEAST CORNER OF LOT 13, PLAT OF SARATOGA PASSAGE VIEW C.A.R.D. PL 06-0107, AS PER PLAT RECORDED JUNE 10, 2009 AS PER AUDITOR'S FILE NO. 200906100089, AND AS PER AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED AS AUDITOR'S FILE NO. 200908280052, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 87-08-48 EAST FOR A DISTANCE OF 117.88 FEET; THENCE NORTH 03-05-52 EAST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87-08-48 WEST FOR A DISTANCE OF 300.11 FEET; THENCE NORTH 10-00-28 EAST FOR A DISTANCE OF 30.24 FEET; THENCE SOUTH 87-08-48 EAST FOR A DISTANCE OF 296.48 FEET; THENCE SOUTH 03-05-52 WEST FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

END OF EXHIBIT "A"



**EXHIBIT "B"**  
**(P130333)**

**Lot 10, "SARATOGA PASSAGE VIEW C.A.R.D. PL 06-0107", approved April 14, 2009, recorded June 10, 2009, under Auditor's File No. 200906100089, with Affidavit of Minor Correction of Survey being recorded August 28, 2009, under Auditor's File No. 200908280052; being a portion of Sections 4, 9 and 10, Township 33 North, Range 4 East, W.M.**

**Situate in the County of Skagit, State of Washington.**

**END OF EXHIBIT "B"**



OSP  
(652.62 AC.)

