

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/30/2023

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

GRANTORS: **KEITH D. HOUSER**, a married man, as his separate estate;
MARK R. HOUSER, a married man, as his separate estate;
MARILYN R. HOUSER, a single woman;
KAREN G. MAUDEN, a single woman; and
GAIL A. HOUSER, a single woman

GRANTEES: **KEITH D. HOUSER**, a married man, as his separate estate;
MARK R. HOUSER, a married man, as his separate estate;
MARILYN R. HOUSER, a single woman;
KAREN G. MAUDEN, a single woman; and
GAIL A. HOUSER, a single woman

Abbreviated Legal: JAMESON'S AC LOT 17 in N ½, NW ¼, S26, T35N, R4E. W.M.;
PTN JAMESON'S AC LOT 8 in N ½, NW ¼, S26, T35N, R4E. W.M.;
GOVT LOT 1, SW ¼, NW ¼, S26, T35N, R4E. W.M.;
GOVT LOT 2, SE ¼, NW ¼, S26, T35N, R4E. W.M.;
PTN W ½, SW ¼, NE ¼, S26, T35N, R4E. W.M.;
PTN W ½, NW ¼, NE ¼, S26, T35N, R4E. W.M.;
PTN SW ¼, NW ¼, S26, T35N, R4E. W.M.;
PTN SE ¼, NE ¼, S27, T35N, R4E. W.M.;
PTN NE ¼, SE ¼, S27, T35N, R4E. W.M.;

Additional Legal on pages: Exhibits A, B, & C

Assessor's Tax Parcel Nos.:

P37679, P37704, P37681, P76533, P37701, P76516
P37705, P37700, P37684, P37683, P76532, P76531

THIS AGREEMENT is made and entered into this 23rd day of November, 2022, by **KEITH D. HOUSER**, a married man, as his separate estate; **MARK R. HOUSER**, a married man, as his separate estate; **MARILYN R. HOUSER**, a single woman; **KAREN G. MAUDEN**, a single woman; and **GAIL A. HOUSER**, a single woman (as "Grantors"), and **KEITH D. HOUSER**, a married man, as his separate estate; **MARK R. HOUSER**, a married man, as his separate estate; **MARILYN R. HOUSER**, a single woman; **KAREN G. MAUDEN**, a single woman; and **GAIL A. HOUSER**, a single woman (as "Grantees").

I. DESCRIPTION OF PROPERTY

WHEREAS, GRANTORS are the owners of the following described real property located in Skagit County, Washington (the "Burdened Parcel"):

See attached Exhibit "A"

AND WHEREAS, GRANTEES are the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcels"):

See attached Exhibit "B"

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTORS, **KEITH D. HOUSER**, a married man, as his separate estate; **MARK R. HOUSER**, a married man, as his separate estate; **MARILYN R. HOUSER**, a single woman; **KAREN G. MAUDEN**, a single woman; and **GAIL A. HOUSER**, a single woman, 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 **KEITH D. HOUSER**, a married man, as his separate estate; **MARK R. HOUSER**, a married man, as his separate estate; **MARILYN R. HOUSER**, a single woman; **KAREN G. MAUDEN**, a single woman; and **GAIL A. HOUSER**, a single woman, including 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

Easement for ingress, egress, utilities

Lot 3

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Legally described on attached Exhibit "C" and depicted by the map shown on attached Exhibit "D".

IV. GENERAL PROVISIONS

Grantee hereby releases, remises, acquits and forever discharges Grantor, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, members, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the easement granted herein.

Grantee shall pay one half of all reasonable maintenance costs for the roadway located in the Easement Area within thirty (30) days of notice of such costs by Grantor.

Any utilities installed in the Easement Area by Grantee must be installed underground.

In the event that Grantee causes identifiable damage to the road or utilities in the Easement Area, then the Grantee, at Grantee's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the Easement Area in as good or better condition as it was in prior to the damage by Grantee.

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 Grantee's property, the Grantor and the Grantee, 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 Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

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

Easement for ingress, egress, utilities

Lot 3

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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.

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 23rd day of November, 2022.

/// Signatures follow ///

Easement for ingress, egress, utilities

Lot 3

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GRANTOR:

Mark R. Houser
MARK R. HOUSER, Individually

GRANTEE:

Mark R. Houser
MARK R. HOUSER, Individually

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss

I certify that I know or have satisfactory evidence that **MARK R. HOUSER** 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: 11/28/22

Brittany Dye
(Signature)

NOTARY PUBLIC
Brittany Dye

Print Name of Notary

My appointment expires: April 7, 2026



GRANTOR:

Keith D. Houser
KEITH D. HOUSER, Individually

GRANTEE:

Keith D. Houser
KEITH D. HOUSER, Individually

STATE OF WASHINGTON)

COUNTY OF UPHOLM) ss

I certify that I know or have satisfactory evidence that **KEITH D. HOUSER** 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: 11/29/22
[Signature]
(Signature)
NOTARY PUBLIC
Carmen M. Tobin
Print Name of Notary
My appointment expires: 5/8/23

GRANTOR:

Marilyn R. Houser
MARILYN R. HOUSER, Individually

GRANTEE:

Marilyn R. Houser
MARILYN R. HOUSER, Individually

STATE OF WASHINGTON)

) SS

COUNTY OF King)

I certify that I know or have satisfactory evidence that **MARILYN R. HOUSER** 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: 11/25/2022

Gayl Gelderman
(Signature)

NOTARY PUBLIC

Gayl Gelderman
Print Name of Notary

My appointment expires: 8/10/2026

Easement for ingress, egress, utilities

Lot 3

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GRANTOR:

Karen G. Mauden
KAREN G. MAUDEN, Individually

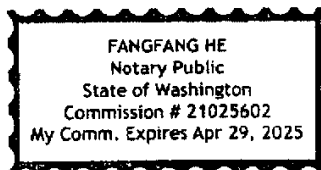
GRANTEE:

Karen G. Mauden
KAREN G. MAUDEN, Individually

STATE OF WASHINGTON)

COUNTY OF King) ss

I certify that I know or have satisfactory evidence that **KAREN G. MAUDEN** 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: Nov 23rd, 2022

(Signature)

NOTARY PUBLIC

Print Name of Notary Fangfang HeMy appointment expires: April 29, 2025

Easement for ingress, egress, utilities

Lot 3

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GRANTOR:

Gail A. Houser
 GAIL A. HOUSER, Individually

GRANTEE:

Gail A. Houser
 GAIL A. HOUSER, Individually

STATE OF WASHINGTON)

COUNTY OF King) ss

I certify that I know or have satisfactory evidence that **GAIL A. HOUSER** 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: 11/25/2022

Gayl M. Gelderman
 (Signature)

NOTARY PUBLIC

Gayl Gelderman
 Print Name of Notary

My appointment expires: 8/10/2026

Easement for ingress, egress, utilities

Lot 3

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Exhibit "A"**Legal Description of Burdened Parcel**P37704

A portion of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at a point, at the intersection of the centerline of Rhodes Road and the Center Section line, South 0°48'58" West, 1225.80 feet of the North 1/4 corner of said Section 26;
thence South 82°33'53" East along the centerline of Rhodes Road, 226.60 feet,
thence South 7°28'53" East, a distance of 20.70 feet, more or less, to a point on the South right-of-way line of Rhodes Road and the TRUE POINT OF BEGINNING;
thence continuing South 7°28'53" East, 146.70 feet;
thence South 53°28'53" East, 112.90 feet;
thence South 50°52'15" West, 200.33 feet;
thence North 49°37'42" West, 182.49 feet;
thence North 89°11'02" West, 15.36 feet;
thence North 0°48'52" East, parallel to the North-South Center Section line, 75.07 feet;
thence North 45°23'16" East, 44.55 feet;
thence North 2°33'32" East, 135.44 feet to a point on the South right-of-way line of Rhodes Road;
thence South 82°33'53" East along said South right-of-way line, 162.50 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Exhibit "A"

Exhibit B**Legal Description of Benefitted Parcels**

P37681, P76533

A portion of Lot 8 and Lot 17, "MAP OF ACREAGE PROPERTY IN NORTH 1/2 OF NORTHWEST 1/4 AND LOT 1, SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., JAMESON'S ACREAGE," as per plat recorded in Volume 3 of plats, Page 20, records of Skagit County, Washington, a portion of Government Lot 2, and a portion of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4, of Section 26, Township 35 North, Range 4 EAST, W.M., described as follows;

Commencing at a point, at the intersection of the centerline of Rhodes Road and the Center Section line, South 0°48'58" West, 1225.80 feet of the North 1/4 corner of said Section 26; thence South 0°48'58" West continuing along Center Section line, 20.13 feet more or less to the South right-of-way line of Rhodes Road; thence South 82°33'53" East along the South right-of-way line, a distance of 37.00 feet to the TRUE POINT OF BEGINNING; thence South 2°33'32" West, 126.24 feet; thence South 45°23'16" West, 98.23 feet; thence South 86°58'48" West, 136.41 feet; thence North 0°19'01" East, 226.33 feet to the Southerly line of the County Road as shown on said Jameson's Acreage; thence North 84°32'15" West, 1152.10 feet to the Northwest corner of Lot 17, said Jameson's Acreage; thence South 0°49'56" West, 73.27 feet, more or less, to the North line of a parcel as shown on Skagit County Record of Survey, Auditor's File No. 9702140071; thence South 78°12'12" East, 39.69 feet; thence South 65°56'28" East, 276.66 feet, more or less, to the South line of said Lot 17; thence continuing South 65°56'28" East, 363.89 feet, thence South 44°39'28" East, 145.61 feet; thence South 27°42'46" East, 344.96 feet; thence South 2°22'09" East, 190.60 feet; thence North 69°33'45" East, 192.72 feet; thence North 53°44'22" East, 166.46 feet; thence North 58°41'02" East, 150.61 feet; thence North 51°22'13" East, 94.04 feet; thence North 30°54'27" East, 150.39 feet; thence North 50°52'15" East, 19.71 feet;

Exhibit "B"

thence North 49°37'42" West, 182.49 feet;
thence North 89°11'02" West, 15.36 feet;
thence North 0°48'58" East, parallel to the North-South Center Section line, 75.07 feet;
thence North 45°23'16" East, 44.55 feet;
thence North 2°33'32" East, on a line 30 feet perpendicular to and parallel with the first course of the description, 135.44 feet to the South right-of-way line of said Rhodes Road;
thence North 82°33'53" West along the South right-of-way line, 30.11 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

P37701

Government Lot 2, the West 1/2 of the Northwest 1/4 of the Northeast 1/4 lying South of the County Road commonly known as the Rhodes Road, and the West 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 26, Township 35 North, Range 4 East, W.M.;

EXCEPT that portion lying North and West of the following described line:

COMMENCING at a point, at the intersection of the centerline of Rhodes Road and the Center Section line, South 0°48'58" West, 1225.80 feet of the North 1/4 corner of said Section 26;
thence South 82°33'53" East along the centerline of Rhodes Road, 226.60 feet,
thence South 7°28'53" East, a distance of 20.70 feet, more or less, to a point on the South right-of-way line of Rhodes Road;
thence continuing South 7°28'53" East, 146.70 feet;
thence South 53°28'53" East, 112.90 feet;
thence North 59°00'37" East, 374.50 feet, to the East line of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 and POINT OF BEGINNING for said line;
thence South 59°00'37" West, 374.50 feet;
thence South 50°52'15" West, 220.04 feet;
thence South 30°54'27" West, 150.39 feet;
thence South 51°22'13" West, 94.04 feet;
thence South 58°41'02" West, 150.61 feet;
thence South 53°44'22" West, 166.46 feet;
thence South 69°33'45" West, 192.72 feet more or less to the East line of the parcel mapped on Record of Survey Map recorded under Auditor's File Number 9702140071;
thence South 2°22'09" East, 303.42 feet;
thence South 20°27'42" West, 283.39 feet more or less a point and TERMINUS of said line on the East-West Center Section line, at a point that is North 89°18'10" West, 494.17 feet more or less from the Center Quarter Corner of Section 26, said Center Quarter Corner being North 0°48'58" East, 1407.95 feet from the POINT OF COMMENCEMENT.

Situate in the County of Skagit, State of Washington.

Exhibit "B"

P37679

That portion of Sections 26 and 27, Township 35 North, Range 4 East, W.M., being more particularly described as follows:

Beginning at the North 1/4 corner of Section 27, Township 35 North, Range 4 East, W.M.; thence South 0°02'04" East along the North-South centerline of said Section 27, a distance of 2953.78 feet; thence North 87°44'57" East, a distance of 1834.89 feet to the intersection with the centerline of an existing channel, said intersection also being the TRUE POINT OF BEGINNING; thence North 12°20'56" East, along the centerline of said channel, 39.70 feet; thence North 24°25'18" East, along said centerline, 599.98 feet; thence North 41°09'07" East, along said centerline, 757.13 feet; thence North 56°08'42" East, along said centerline, 198.94 feet; thence North 68°23'44" East, along said centerline, 1143.15 feet; thence South 79°06'47" East, along said centerline, 253.48 feet; thence South 66°51'03" East, along said centerline, 640.55 feet; thence South 45°34'03" East, along said centerline, 145.61 feet; thence South 28°37'21" East, along said centerline, 344.96 feet; thence South 3°16'44" East, along said centerline, 494.02 feet; thence South 19°33'07" West, along said centerline, 394.64 feet, to a point which bears North 87°44'57" East from the True Point of Beginning; thence South 87°44'57" West, 2988.44 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

P37683 and P37684

The West half (W 1/2) of the Northwest quarter (NW 1/4) of the Northeast quarter (NE 1/4) lying South of the County road; the West half (W 1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4); Government Lot Two (2); Government Lot Three (3), EXCEPT that portion of said Government Lot Three (3) described as follows:

Beginning at the Northeast corner of said Government Lot Three (3); thence West along the North line of said subdivision 20 feet; thence Southeasterly in a straight line to a point on the East line of said subdivision which is 20 feet South of the point of beginning; thence North to the point of beginning;

ALSO that portion of Government Lot Four (4) lying Northerly of the slough as it existed on August 17, 1911;

ALL situated in Section Twenty-Six (26), Township Thirty-Five (35) North, Range Four (4) East of the Willamette Meridian;

Exhibit "B"

EXCEPTING therefrom a tract of land in the West half (W ½) of the Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) lying South of the County road (known as the Young and Sterling Road) and in the West half (W ½) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section Twenty-Six (26), Township Thirty-Five (35) North, Range Four (4) East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of said Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) which bears South 0°35'30" East 1225.80 feet from the Northwest corner of said subdivision, which point is also the intersection of the C.A. Rhoades County Road and the Young and Sterling County Road; thence South 83°52'30" East along the center line of said County Road (Young & Sterling) 226.60 feet to the true point of beginning; thence South 8°52'30" East 167.40 feet; thence South 54°57'30" East 112.90 feet; thence North 57°37' East 374.50 feet to a point on the East line of the West half (W ½) of the said Northwest quarter (NW ¼) of the Northeast quarter (NE ¼); thence North 0°35'45" West along said East line of the West half (W ½) of the said Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) 96.87 feet to a point on the center line of said County Road (Young & Sterling); thence South 68°13' West along the center line of said County Road 145.34 feet; thence on a curve to the right having a degree of curvature of 15° a distance of 185.50 feet; thence North 83°57'30" West along the center line of said County Road 116.89 feet to the true point of beginning.

SUBJECT to that certain easement for pipeline granted to Charles P. Gable by instrument recorded in Volume 164 of Deeds, page 168, records of Skagit County, Washington.

Exhibit "B"

P37700 (Parcel A)

That portion of the West ½ of the Northeast ¼ of the Northeast ¼, Section 26, Township 35 North, Range 4 East W.M., lying South of the County Road.

Situated in Skagit County, Washington.

P37705 (Parcel B)

The Southeast ¼ of the Northeast ¼ of Section 26, Township 35 North, Range 4 East, W.M., EXCEPT tract described as follows:

Beginning at the Southwest corner of said Southeast ¼ of the Northeast ¼; thence North 20 feet; thence in a Southeasterly direction to a point on the South line thereof which is 20 feet East of said Southwest corner; thence West to a point of beginning, and EXCEPT that portion conveyed to the State of Washington, by deed recorded February 11, 1958, under Auditor's File No. 561657.

SUBJECT TO: Pipeline easement as contained in document recorded under Skagit Auditor's File No. 261073 on March 24, 1934; relinquishment of rights of access to State highway and of light, view and air under terms of deed to State of Washington recorded under Skagit Auditor's File No. 261657 on February 11, 1956; and pipeline easement as granted to Cascade Natural Gas Corp., by document recorded under Skagit Auditor's File No. 787745 on July 10, 1973 affecting the east 10 feet of Parcel A and the West 20 feet of the East 30 feet of said Parcel A.

P76531 and P76532

Lots 13, 14, 15, and 16, "MAP OF ACREAGE PROPERTY IN THE NORTH ½ of the NORTHWEST ¼ AND LOT 1, SEC. 26, TWP. 35 N, R 4 E (Jameson's Acreage)", as per plat recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Exhibit "B"

Exhibit C**Legal Description of Easement Area**

A portion of the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 35 North, Range 4 East, W.M., described as follows:

Commencing at a point, at the intersection of the centerline of Rhodes Road and the Center Section line, South 0°48'58" West, 1225.80 feet of the North 1/4 corner of said Section 26; thence South 82°33'53" East along the centerline of Rhodes Road, 226.60 feet, thence South 7°28'53" East, a distance of 20.70 feet, more or less, to a point on the South right-of-way line of Rhodes Road, 20 feet perpendicular from the centerline and a lot corner; thence North 82°33'53" West along the South right-of-way line of Rhodes Road, 37.16 feet to the TRUE POINT OF BEGINNING; thence South 2°39'06" West, 71.32 feet to a point of curvature; thence Southerly along a curve having a radius of 40.00 feet, concave to the East through a central angle of 46°52'37", having an arc length of 32.73 feet; thence South 44°13'31" East, 68.75 feet to a lot corner; thence South 53°28'53" East along the Easterly lot line, 112.90 feet; thence South 50°52'15" West, 30.97 feet along the Southerly lot line; thence North 39°00'14" West, 40.00 feet to a point 20 feet perpendicular to lot line; thence North 53°28'53" West, 68.11 feet; thence North 44°13'31" West, 70.37 feet to a point of curvature; thence Northerly along a curve having a radius of 60.00 feet, concave to the East through a central angle of 46°52'37", having an arc length of 49.09 feet; thence North 2°39'06" East, 72.99 feet, more or less, to the South right-of-way line of Rhodes Road; thence South 82°33'53" East, 20.07 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Exhibit "C"

Exhibit "D"

Map of Easement Area

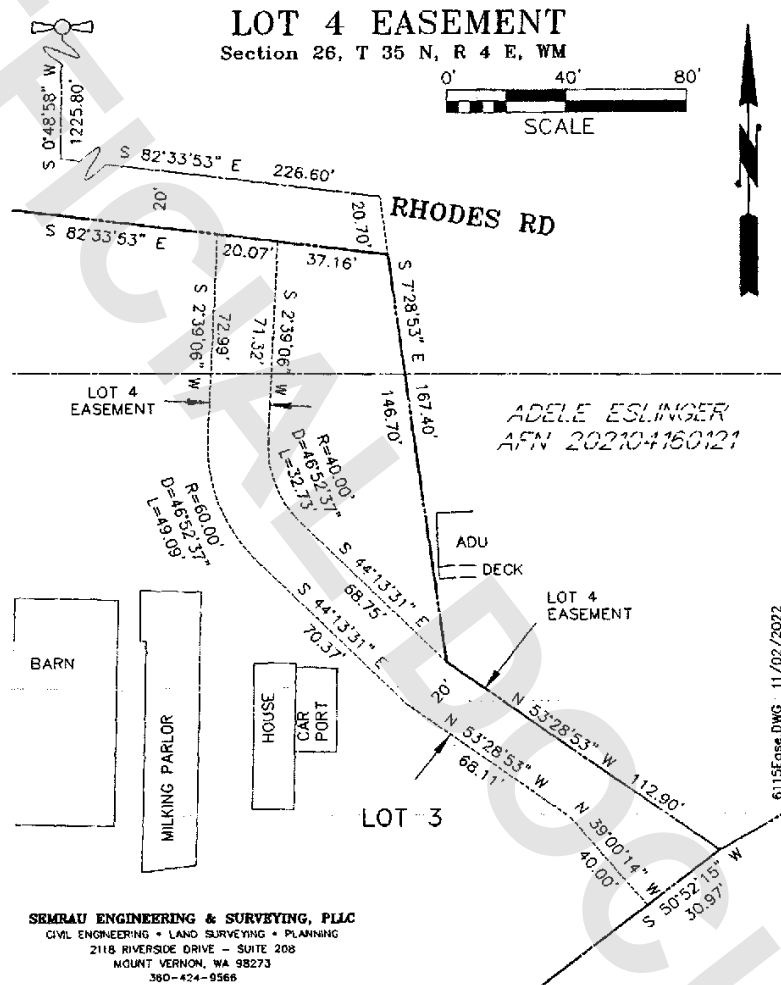


Exhibit "D"