

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

GRANTEE: **MARK R. HOUSER** and **KEITH D. HOUSER**,
 Co-Personal Representatives of the **ESTATE OF ELVIN RAY**
 HOUSER, Deceased

Abbreviated Legal: Ptn Lots 8 & 17, "JAMESON ACREAGE" in N ½, NW ¼, S26,
 T35N, R4E, W.M.,
 Ptn Gov Lots 2, 4, S26, T35N, R4E, W.M.,
 Ptn SW ¼, NW ¼, NE ¼, S26, T35N, R4E, W.M.,

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

Assessor's Tax Parcel Nos.: P37681
 P76533
 P100266

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 **MARK R. HOUSER** and **KEITH D. HOUSER**, Co-Personal Representatives for the Estate of **ELVIN RAY HOUSER** (aka "Ray Houser"), **Deceased** (as "Grantee").

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, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcel");

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 Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to **MARK R. HOUSER** and **KEITH D. HOUSER**, Co-Personal Representatives for the Estate of **ELVIN RAY HOUSER** (aka "Ray Houser"), **Deceased**, 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

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 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

Easement for ingress, egress, utilities

Lot 2 to Lot 1

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judgment matters.

In the event of any dispute arising out of or relating to this Agreement or the easement granted herein, the parties consent to arbitration of such dispute pursuant to the Mandatory Rules of Arbitration then in effect for the Skagit County Superior Court.

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 ///

GRANTOR:

Mark R. Houser
MARK R. HOUSER, Individually

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA

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

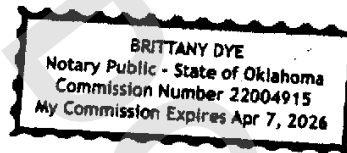
Brittany Dye
(Signature)

NOTARY PUBLIC

Brittany Dye

Print Name of Notary

My appointment expires: April 7, 2026



GRANTOR:

Keith D. Houser
KEITH D. HOUSER

STATE OF WASHINGTON)
) ss
COUNTY OF Yakima)

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
Carmen M. Tobin
(Signature)
NOTARY PUBLIC
Carmen M. Tobin
Print Name of Notary
My appointment expires: 5/8/23

GRANTOR:

Marilyn R. Houser
MARILYN R. HOUSER

STATE OF WASHINGTON)

COUNTY OF King) ss

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: 11/25/2022Gayl M. Gelderman
(Signature)

NOTARY PUBLIC

Gayl Gelderman
Print Name of NotaryMy appointment expires: 8/10/2026

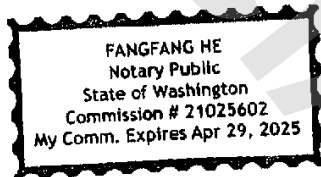
GRANTOR:

Karen G. Mauden
KAREN G. MAUDEN

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

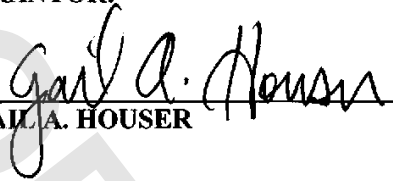
[Signature]
(Signature)

NOTARY PUBLIC

Fangfang He
Print Name of Notary

My appointment expires: April 29, 2025

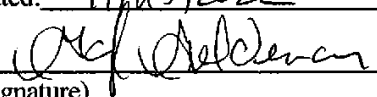
GRANTOR:


GAIL A. HOUSER

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
(Signature)

NOTARY PUBLIC

Gayl Gelderman
Print Name of NotaryMy appointment expires: 8/10/2026

Easement for ingress, egress, utilities

Lot 2 to Lot 1

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GRANTEE:**ESTATE OF ELVIN RAY HOUSER,
DECEASED**

Mark R. Houser
By: Mark R. Houser
Its: Co-Personal Representative

STATE OF OKLAHOMA)
) ss
COUNTY OF Oklahoma

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, on oath stated that he was authorized to execute the instrument and acknowledged it as the Co-Personal Representative of the **Estate of ELVIN RAY HOUSER, Deceased**, to be the free and voluntary act of such party 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



GRANTEE:**ESTATE OF ELVIN RAY HOUSER,
DECEASED**

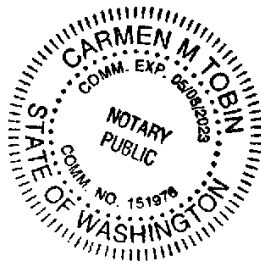
By: Keith D. Houser

Its: Co-Personal Representative

STATE OF WASHINGTON)

COUNTY OF UPHOLAND) 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, on oath stated that he was authorized to execute the instrument and acknowledged it as the Co-Personal Representative of the **Estate of ELVIN RAY HOUSER, Deceased**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/29/22

(Signature)

NOTARY PUBLIC

Carmen M. Tobin

Print Name of Notary

My appointment expires: 5/8/23

Easement for ingress, egress, utilities

Lot 2 to Lot 1

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Exhibit "A"**Legal Description of Burdened 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;

Exhibit "A"

thence North 50°52'15" East, 19.71 feet;
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.

Exhibit "A"

Exhibit B**Legal Description of Benefitted Parcel**P100266

A portion of Lot 8, "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, and a portion of Government Lot 2, and the Northeast 1/4 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 $0^{\circ}48'58''$ West, 1225.80 feet from the North 1/4 corner of Section 26; thence continuing South $0^{\circ}48'58''$ West along Center Section line, 17.50 feet more or less to the to the Southerly line extended of the County Road known as Young and Sterling Road as shown on said Jameson's Acreage; thence continuing along said Center Section line South $0^{\circ}48'58''$ West, 2.63 feet to a point on the South right-of-way line of Rhodes Road and the TRUE POINT OF BEGINNING; thence South $82^{\circ}33'53''$ East along the South right-of-way line, a distance of 37.00 feet; thence South $2^{\circ}33'32''$ West, a distance of 126.24 feet; thence South $45^{\circ}23'16''$ West, a distance of 98.23 feet; thence South $86^{\circ}58'48''$ West, a distance of 136.41 feet; thence North $0^{\circ}19'01''$ East, a distance of 226.33 feet to the Southerly line of the County Road as shown on said Jameson's Acreage; thence South $84^{\circ}32'15''$ East along said Southerly line, a distance of 159.62 feet to the East line of Lot 8; thence South $0^{\circ}48'58''$ West, along the East lot of Lot 8, a distance of 74.91 feet to the North line of Government Lot 2; thence South $89^{\circ}40'59''$ East, a distance of 15.00 feet to the Center Section line; thence North $0^{\circ}48'58''$ East, a distance of 70.94 feet to the South line of Rhodes Road and the TRUE POINT OF BEGINNING.

Situate in County of Skagit, State of Washington.

Exhibit "B"

Exhibit C**Legal Description of Easement Area**

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, 20.14 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, a distance of 126.24; thence South 45°23'16" West, a distance of 98.23 feet; thence North 70°00'49" East, 72.00 feet to a point 30 feet perpendicular from last leg; 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.

Exhibit "C"

Exhibit "D"

Map of Easement Area

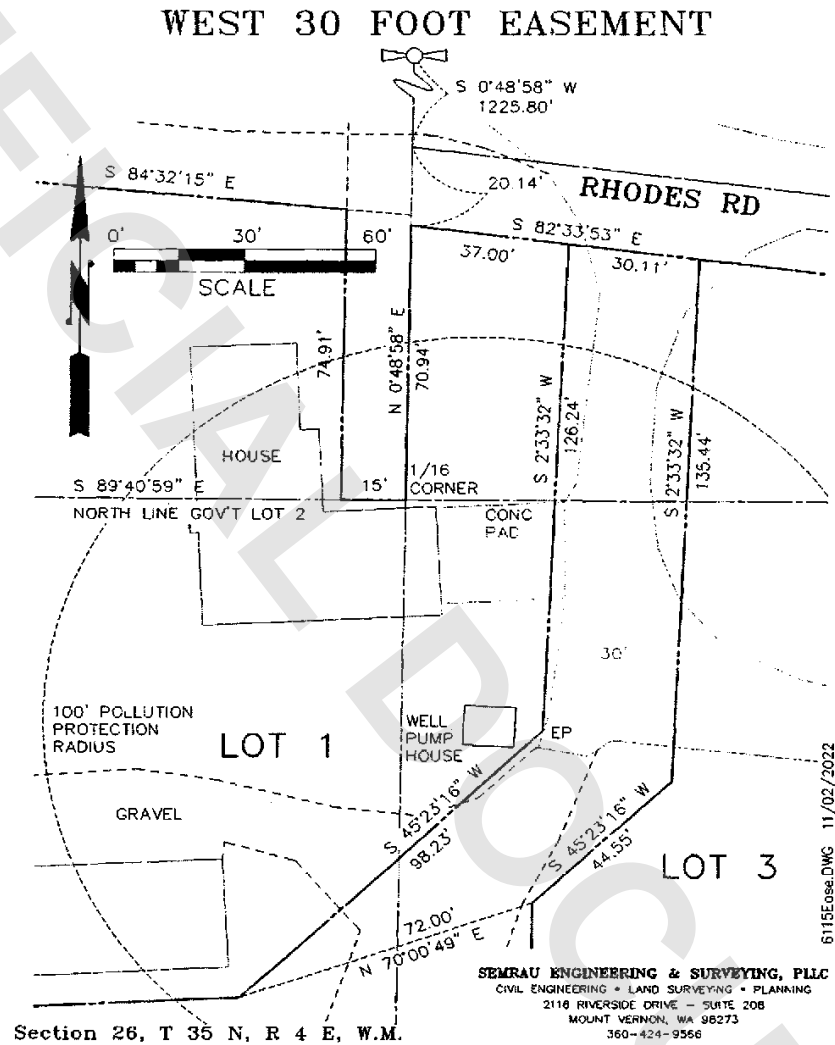


Exhibit "D"