

AFTER RECORDING MAIL TO:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20236344
May 02 2023
Amount Paid \$14.81
Skagit County Treasurer
By Lena Thompson Deputy

EASEMENT FOR ACCESS

GRANTORS:	DONALD MOE & ERIN MOE, a married couple
GRANTEES:	EDWARD J. CASTLEBERRY and RACHEL C. CASTLEBERRY, a married couple
Abbreviated Legal:	Lot 12 & 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 Nos:	P95857; P130335

THE GRANTORS **DONALD MOE** and **ERIN MOE**, a married couple, and GRANTEES, **EDWARD J. CASTLEBERRY** and **RACHEL C. CASTLEBERRY**, a married couple, hereby agree as follows:

WHEREAS, GRANTORS **DONALD MOE** and **ERIN MOE**, a married couple, 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 14th, 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 **EDWARD J. CASTLEBERRY** and **RACHEL C. CASTLEBERRY**, a married couple, are the owners of real property situate in the County of Skagit, State of Washington, identified as Skagit County Assessor's Parcel Number P130335 ("Lot 12") 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 12, non-exclusive easements 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 South Line of Lot 12; and
- B. That portion of Lot 26, described as follows:

A strip of land twenty (20) feet in width, located ten feet on either side of the centerline of the roadway, as it existed on February 15, 2023, which runs, more or less, adjacent to the East boundary of Lot 12 and then in a southeasterly direction until it intersects with the roadway located in the "60-foot access and utility easement", as such roadway existed on February 15, 2023.

The following conditions shall apply to the above easement:

- 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 12 from Benson Ridge Lane.
- 3. 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.

4. 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.
5. 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.
6. Sketch. The attached sketch (*Exhibit "C"*) is included for illustrative purposes only.
7. 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.

8. General.

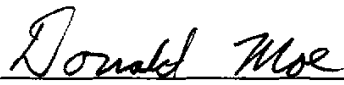
- a. These easements shall run with the land and bind and inure to the benefit of the parties, their successors and assigns.
 - b. Unity of title shall not affect the easements above described.
 - c. This Agreement shall be construed and governed by the laws of the State of Washington;
 - d. The failure 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.
9. 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.
10. Jurisdiction and Venue. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

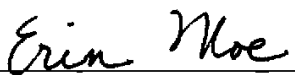
Dated 2-23, 2023

/// Signatures follow ///

GRANTORS:

(Owners of P95857)


DONALD MOE


ERIN MOE

GRANTEES:

(Owners of P130335)

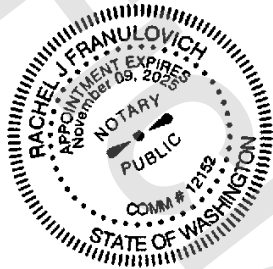

EDWARD J. CASTLEBERRY


RACHEL C. CASTLEBERRY

(Acknowledgements follow.)

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 signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 2-23-23

[Signature]

(Signature)

NOTARY PUBLIC

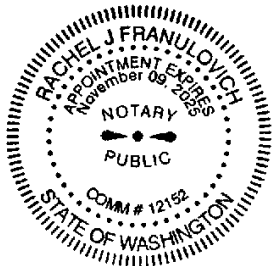
Rachel Franulovich

Print Name of Notary

My appointment expires: 11-09-25

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 she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 2-23-23

[Signature]

(Signature)

NOTARY PUBLIC

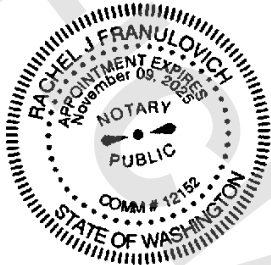
Rachel Franulovich

Print Name of Notary

My appointment expires: 11-09-25

[illegible]

I certify that I know or have satisfactory evidence that **EDWARD J. CASTLEBERRY** 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.

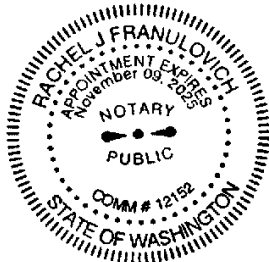


Dated: 3.17.2023
[Signature]
 (Signature)
 NOTARY PUBLIC

Rachel Franulovich
Print Name of Notary
My appointment expires: 11-01-25

[illegible]

I certify that I know or have satisfactory evidence that **RACHEL C. CASTLEBERRY** 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: 8/1/2023
[Signature]
 (Signature)
 NOTARY PUBLIC
 RACHEL FRANULOVICH

Print Name of Notary _____
My appointment expires: 11-09-2025

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 "A"

Exhibit "B"
P130336

Lot 12, "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.

Exhibit "B"

Exhibit "C"

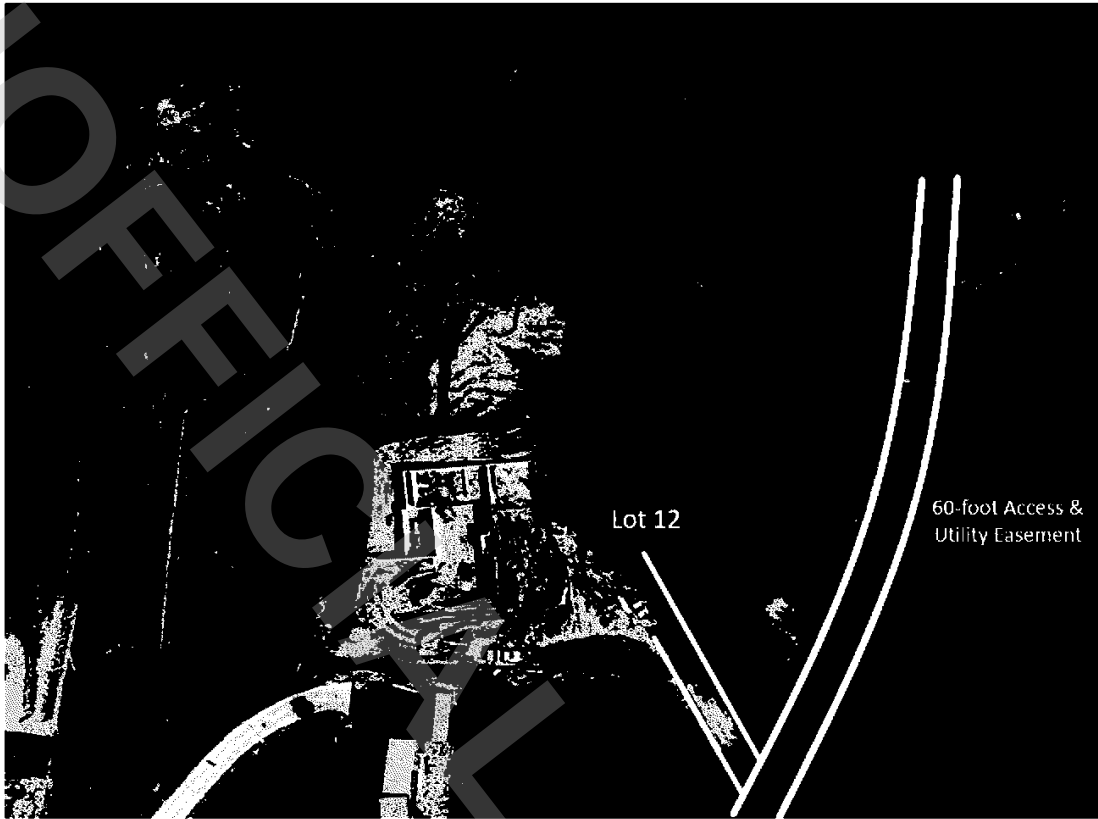


Exhibit "C"