



202403150014

03/15/2024 09:08 AM Pages: 1 of 4 Fees: \$306.50
Skagit County Auditor

When recorded return to

Myles Stratton
621 Lilac Drive
Mount Vernon, Washington 98273

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<i>Kenna Thompson</i>
DATE	<i>3.15.24</i>

MUTUAL EASEMENT FOR FENCE CONSTRUCTION AND MAINTENANCE

GRANTORS: Michael A. Winslow and Susan P. Winslow, a married couple

GRANTEES: Myles Stratton and Jessica Stratton, a married couple

LEGAL DESCRIPTION: Portions of Lot 34 and Lot 33, "Plat of Hilltop Haven Div. No. III" as per plat recording in Volume 14 of Plats, pages 78 and 79, records of Skagit County, Washington.
Situates in Skagit County, Washington.

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.:**

P83651, 4512-000-033-0004
P83652, 4512-000-034-0003

**REFERENCE #s OF DOCU-
MENTS ASSIGNED/RELEASED:**

Not Applicable

EASEMENT:

This agreement is made this ____ day of January, 2024 by and between Michael A. Winslow and Susan P. Winslow, a married couple (hereinafter "Grantors" or "Winslow") and Myles Stratton and Jessica Stratton, a married couple (hereinafter referred to as "Grantees" or "Stratton").

1. Property of Grantor: Grantors, Winslow, own property legally described as follows: Lot 33, "Plat of Hilltop Haven Div. No. III" as per plat recording in Volume 14 of Plats, pages 78 and 79, records of Skagit County, Washington. Situate in Skagit County, Washington.

2. Property of Grantee: Grantees, Stratton, own property legally described as follows: Lot 34, "Plat of Hilltop Haven Div. No. III" as per plat recording in Volume 14 of Plats, pages 78 and 79, records of Skagit County, Washington. Situate in Skagit County, Washington.

3. Common Boundary Line. The parties hereto share a common boundary line, which line runs North-South between their respective parcels. The *Common Boundary* is on the Westerly line of Winslow's property and the Easterly line of Stratton's property. The parties desire to establish an easement for the construction and maintenance of a fence on or near the Common Boundary Line.

3. Easement. The Grantors hereby grant and convey to the Grantees and Grantees hereby grant and convey to the Grantors a non-exclusive Five Foot-wide perpetual easement (the "Easement") on, over and across their respective properties, with the Easements being located on each side of the Common Boundary between the two parcels identified in Paragraphs 1 and 2. The *Easement Area* shall be a total of Ten Feet wide, with the centerline being the Common Boundary line. The easements are for the mutual benefit of the parties hereto and their respective properties and are specifically for the purpose of construction and maintenance of a fence between the two properties. The said easement granted by Winslow to Stratton and the said easement granted by Stratton to Winslow are each appurtenant to the benefited party's property and shall be a **covenant running with the land** in perpetuity.

4. Access. Each Party shall have reasonable access to the Easement Area for the purpose of installing and maintaining the fence.

5. Consideration. Stratton has constructed the fence on the Common Boundary. Stratton has provided the labor and material for construction of a Cedar wooden fence. The consideration for this Agreement is the agreement of Stratton to construct the fence and the mutual agreement for Easements, as provided herein.

6. Cost of Construction and Maintenance. Grantees have borne all cost of construction.

7. Compliance with Laws and Rules. The Parties shall at all times exercise their rights

and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.

8. Work Standards. All work to be performed by any party pursuant to the requirements of this agreement shall be completed in a careful and workman like manner. Upon completion of any maintenance permitted under this agreement, the party performing the work shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work.

9. No Change in Boundary Line. It is recognized that existing trees, shrubs and topography may have prevented construction of the fence exactly on the Common Boundary. The parties agree that the fence as constructed was located for the most efficient and cost-effective placement of construction. The placement of the fence was for the convenience of the construction process and is not intended to change the actual legal property line between the properties. The placement of the fence in its "as built" location shall not give rise to a claim to property of the other party under the doctrine of Adverse Possession or other legal theory. Should any party desire to change the location of the fence, after completion of construction, in order to conform to the actual surveyed boundary line, then this shall be accomplished at the sole expense of the party seeking relocation.

10. Reasonable Notice of Maintenance. Following initial construction, should either party desire to engage in maintenance activity within the Easement Area on the other party's property, then reasonable notice of intent to engage in maintenance shall be given and maintenance performed at reasonable times of the day.

Grantors:



Michael A. Winslow



Susan P. Winslow

Grantees:



Myles Stratton



Jessica Stratton

