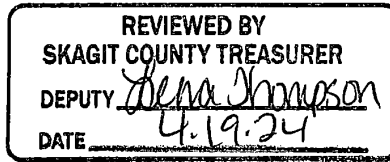




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04/19/2024 01:03 PM Pages: 1 of 5 Fees: \$307.50  
Skagit County Auditor

After recording please return to:  
David McCormack  
10302 12th Ave NW  
Seattle, WA 98177



**ACCESS EASEMENT AGREEMENT**

**GRANTOR:** David H. McCormack

**GRANTEE:** David H. McCormack

**SERVIENT ESTATE:** Parcels: P61725 and P61774  
XrefIDs: 3855-000-020-006,  
3856-000-074-0000

**Legal:** LOTS 20 AND 21, ALVERSON'S CAMPING TRACTS, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 28, RECORDS OF SKAGIT COUNTY, WASHINGTON AND LOT E, LESS THE NORTHWESTERLY HALF, PLAT OF THE FIRST ADDITION TO ALVERSON'S CAMPING TRACT, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**DOMINANT ESTATE:** Parcel: P46906  
XrefID: 360136-0-047-0000

**Legal:** PTN GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M., DES FOL BAAP ON W LI LT 1 OF SD SEC 36 AT PT WH PROJ OF DIV LI BTW LTS 19 & 20 ALVERSONS CAMP TRS INT W LI OF SD GV LT 1 TH FOL PROJ OF SD DIV LI BTW LOTS 19 & 20 TO WLY C OF SD LTS TH ALG SWLY LI OF LTS 20 & 21 OF SD TRS TO SLY C OF SD LT 21 TH SWLY ON LI FOL PROJ OF SELY LI OF LT 21 & TR E TO PT WH SD PROJ LI WD INT W LI OF SD LT 1 SEC 36 TH N ALG WLY LI SD LT 1 TPB EXC SELY 1/2 LT E 1ST ADD ALVERSONS CMP TRS.

**I. RECITALS**

1. David H. McCormack owns Skagit County parcels P61725 and P61774. These parcels together are referred to collectively herein as "the Servient Estate." David H. McCormack is referred to herein as "the Grantor." The parcels in the Servient Estate are legally described above.
2. David H. McCormack owns Skagit County parcel P46906. This parcel is referred to herein as the "Dominant Estate." With respect to the Dominant Estate, David H. McCormack is referred to herein as "the Grantee." The Dominant Estate parcel is legally described above.
3. The Grantor and Grantee will be referred to collectively herein as the "Parties."
4. The Parties are the same individual and has traditionally freely accessed all properties without a formal easement agreement.

## II. EASEMENT

1. In consideration of the mutual covenants contained herein the GRANTOR hereby conveys and grants to the GRANTEE a perpetual, non-exclusive easement, for the purposes of ingress and egress as well as the installation, repair, and replacement, and maintenance of any and all utilities, over, under and across the following described easement area, which includes parcels P61725 and P61774:

Located in Section 36, Township 36, Range 1 E, W.M.:

Lots 20 and 21, ALVERSON'S CAMPING TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 28, records of Skagit County Washington;

With the easement COMMENCING in the Northwest corner of Lot 20, of said "ALBERSON'S CAMPING TRACTS";

Thence South 51°47'31" East, 26.00 feet;

Thence South 38°12'30" West, 21.92 feet along the existing eastern boundary of the Stapp easement recorded under Auditor's File No. 202110080131, to the TRUE POINT OF BEGINNING;

Thence South 05°49'30" West, 17.98 feet;

Thence Southeast through a curve to the left at a Radius of 36.50 feet for a Length of 19.16 feet through and angle of 30°04'04";

Thence South 24°14'34" East, 25.09 feet;

Thence Southeast through a curve to the right at a Radius of 51.50 feet for a Length of 49.35 feet, through and angle of 54°54'11";

Thence North 51°47'31" West, 15.19 feet;

Thence Northwest through a curve to the left having a radius line at North 62°28'22" West with a Radius length of 36.50 feet and a curve Length of 32.98 feet, through and angle of 51°46'13",

Thence North 24°14'34" West, 25.09 feet;

Thence Northwest through a curve to the right at a Radius of 51.50 feet for a Length of 21.77 feet, through and angle of 24°12'54";

Thence North 38°12'30" East, 27.51 feet to the POINT OF BEGINNING.

The access continues across Parcel P61774.

Located in Section 36, Township 36, Range 1 E, W.M. being the southeast 15 feet of the following describe parcel:

That portion of Tract E, FIRST ADDITION TO ALVERSON'S CAMPING TRACTS, according to the plat thereof recorded in volume 4 of Plats, page 40, records of Skagit County, Washington;

BEGINNING at the Southwest corner of Lot 20, Alverson's Camping Tracts, according to the plat thereof recorded in Volume 4 of Plats, page 28, records of Skagit County, Washington,

Thence following the projection of a dividing line between Lots 19 and 20 of said Alverson's Camping Tracts to the West line of said Tract E;

Thence southeast along the Southwest boundary of Tract E to a line being the projection of the Southeasterly line of Lot 21 of said Alverson's Camping Tracts;

Thence northeasterly to the southeasterly corner of said Lot 21;

Thence northwesterly along the southwesterly boundary of Alverson's Camping Tracts to the POINT OF BEGINNING.

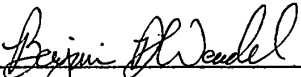
2. This Easement is visually represented in Exhibit A.
3. This Easement shall run with the land and be binding upon all parties asserting or acquiring any right, title or interest in the Easement area described herein, and shall inure to the benefit of each owner hereof.
4. This Easement shall **NOT** be extinguished by the doctrine of merger. The servient and dominant estates share common ownership and the Parties expressly agree that this easement shall not be subject to extinguishment through the doctrine of merger.
5. Any identifiable, material damage to the Easement Area caused by installation, repair, replacement or maintenance shall be promptly repaired and the cost borne solely by the party who caused the damage.
6. The Grantee shall have no obligation to maintain the Easement Area or make any improvements thereon, but the Grantors shall not restrict the Grantees from any activity necessary to build or maintain a road in the Easement Area, including but not limited to clearing of brush and timber, grading, paving, laying of gravel, the installation of ditches, culverts and other diversions of water and any other activity reasonably necessary to build and maintain a road.
7. The Grantor shall be responsible for providing protection of the subject Easement area from encroachment by buildings, construction or other utilities that adversely affect the use by the Grantee of the easement area for the purposes contained herein.
8. The parties agree to exercise their best efforts in good faith to resolve problems associated with this Easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to first submit such dispute to mediation in Skagit County before an agreed mediator to be held within sixty (60) days of a party's written request for mediation; and if mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorney's fees.
9. This Easement may not be modified or amended except by written agreement signed and acknowledged by all the parties or their successors in interest.
10. If any provision of this Easement is found to be invalid or unenforceable, such a finding shall not affect or impair the other provisions found herein.
11. This Easement may be executed with any number of duplicate originals, and all such duplicate originals shall be recorded with the Skagit County Auditor to make this Easement binding.

**Signatures of Grantor:**Dated this 27 day of March 2024.

David H. McCormack

STATE OF Washington )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that David H. McCormack is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his own free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27<sup>th</sup> day of March 2024.

Notary Signature

Benjamin D. Wendel

Notary Print Name

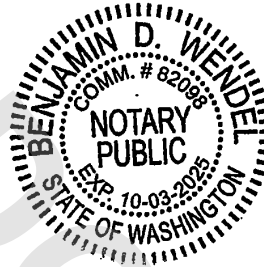
Notary Public in and for the State of WashingtonResiding at 15815 Westlinder Way, ShorelineMy appointment expires 10/03/2025

Exhibit A

