



202408260012

08/26/2024 09:15 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor

Filed for Record at Request of:

Wolf Lee Hurst & Slattery, PLLP
230 E. Champion
Bellingham, WA 98225

**Real Estate Excise Tax
Exempt**
Skagit County Treasurer
By Kylee Ordman
Date 8/20/2024

DOCUMENT TITLE:	DRIVEWAY EASEMENT AGREEMENT
GRANTOR:	THREE WILLOWS LAKE LLC, a Washington limited liability company
GRANTEE:	DELRAE ESTVOLD, an individual
ABBREVIATED LEGAL DESCRIPTIONS:	W 290 FT OF S 150 FT OF SW1/4 NW1/4 NW1/4 E OF RD O/S SW1/4 NW1/4 LESS S 680 FT & 330 FT & RD (see complete legal descriptions below)
ASSESSOR'S TAX PARCEL NUMBERS:	340114-2-021-0005, P19396 340114-2-018-0009, P19403

DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT ("Agreement") is entered into this 19th day of August, 2024, by and between THREE WILLOWS LAKE, LLC, a Washington limited liability company (hereinafter collectively the "Grantor") and DELRAE ESTVOLD, an individual, (hereinafter the "Grantee").

RECITALS:

- A. Grantor is the owner of certain real property located in Skagit County, Washington.
- B. Grantee is the owner of certain real property that adjoins the property of Grantor.

C. A portion of Grantee's driveway is located on Grantor's property.

D. Grantor wishes to grant formal access over its property for the purpose of providing Grantee access from Sharpe Road to Grantee's property.

NOW, THEREFORE, in consideration of the premises and the sum of \$1.00 now paid by Grantee to Grantor (the receipt and sufficiency of which is acknowledged), Grantor does hereby grant a nonexclusive easement to Grantee upon the following terms:

1. **Grantor's Property.** The real property owned by Grantor, which shall be subject to the easement, is legally described as follows:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE W.M., EXCEPT THE EAST 300 FEET AND ALSO EXCEPT THE SOUTH 680 FEET THEREOF, AND EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF

SITUATE IN SKAGIT COUNTY, WASHINGTON.

2. **Grantee's Property.** The real property owned by Grantee, which shall be benefited by the easement, is legally described as follows:

THE WEST 290 FEET OF THE SOUTH 150 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' WEST ALONG THE NORTH LINE OF SAID QUARTER 186.8 FEET TO THE EASTERLY MARGIN OF THE G.W. GOODIER COUNTY ROAD; THENCE SOUTH 59°27'30" WEST ALONG SAID MARGIN TO AN ANGLE POINT OF SAID ROAD 502 FEET; THENCE SOUTH 3°19'30" EAST 425.7 FEET TO THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 89°56' EAST 636.2 FEET; THENCE NORTH 3°59'45" WEST 679.8 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

3. **Easement.** Grantor hereby grants to Grantee a perpetual, nonexclusive easement across, over and under the existing driveway, which is depicted on the map attached hereto as Exhibit A ("Easement Area") and incorporated by reference, for the purpose of access, ingress,

and egress.

4. **Maintenance Expenses.** Driveway maintenance expenses for the portion of the driveway within the Easement Area shall be shared equally by the parties; provided, however, that in the event that any party (or their invitees, agents, or other representatives) damages the driveway, the cost of repairing such damage shall be the sole responsibility of the party causing such damage.

5. **Obligations Run With the Land.** The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of property owned by a property owner and shall in all respects attach to the individual property served by the Easement.

6. **Hold Harmless.** Each party shall indemnify, hold harmless, and defend the other from and against all expenses, losses, judgments, settlements, or liabilities in relationship to any action, claim, demand, or judgment made, paid, suffered, or incurred resulting from the indemnifying party's use, occupancy, or maintenance of the Driveway. Such duty shall include, but is not limited to, the obligation of the indemnifying party to pay: (a) all attorneys' fees and costs incurred by the indemnified party to defend against any action, claim, demand, or judgment; and (b) any settlement or judgment.

7. **Severability.** Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

8. **Governing Law.** This Agreement shall be construed under the laws of the state of Washington.

9. **Attorney's Fees.** In any litigation arising out of this Agreement, including appeals, the prevailing party shall be entitled to recover from the other party all costs and attorney's fees.

Grantor:

Grantee:

THREE WILLOWS LAKE, LLC

Delrae Estvold

Teresa Kenote
By: Teresa Kenote
Its: Member

and egress.

4. **Maintenance Expenses.** Driveway maintenance expenses for the portion of the driveway within the Easement Area shall be shared equally by the parties; provided, however, that in the event that any party (or their invitees, agents, or other representatives) damages the driveway, the cost of repairing such damage shall be the sole responsibility of the party causing such damage.

5. **Obligations Run With the Land.** The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of property owned by a property owner and shall in all respects attach to the individual property served by the Easement.

6. **Hold Harmless.** Each party shall indemnify, hold harmless, and defend the other from and against all expenses, losses, judgments, settlements, or liabilities in relationship to any action, claim, demand, or judgment made, paid, suffered, or incurred resulting from the indemnifying party's use, occupancy, or maintenance of the Driveway. Such duty shall include, but is not limited to, the obligation of the indemnifying party to pay: (a) all attorneys' fees and costs incurred by the indemnified party to defend against any action, claim, demand, or judgment; and (b) any settlement or judgment.

7. **Severability.** Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

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9. **Attorney's Fees.** In any litigation arising out of this Agreement, including appeals, the prevailing party shall be entitled to recover from the other party all costs and attorney's fees.

Grantor:

THREE WILLOWS LAKE, LLC

By: _____
Its: _____

Grantee:



Delrae Estvold

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 19th day of August 2024, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Teresa Kenote, to me known to be the member [title] of THREE WILLOWS LAKE, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Margaret Curtis
Printed Name: Margaret E. Curtis
Notary Public in and for the state of
Washington, residing at Bellingham
My commission expires: October 11, 2027

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DELRAE ESTVOLD, to me known to be the individual described in, and who executed the within instrument for herself and acknowledged to me that she signed and sealed the same as her own free and voluntary act and deed for herself.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
Notary Public in and for the state of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ [title] of THREE WILLOWS LAKE, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: _____
Notary Public in and for the state of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 16th day of August, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DELRAE ESTVOLD, to me known to be the individual described in, and who executed the within instrument for herself and acknowledged to me that she signed and sealed the same as her own free and voluntary act and deed for herself.

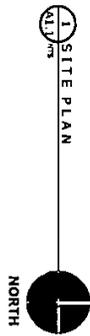
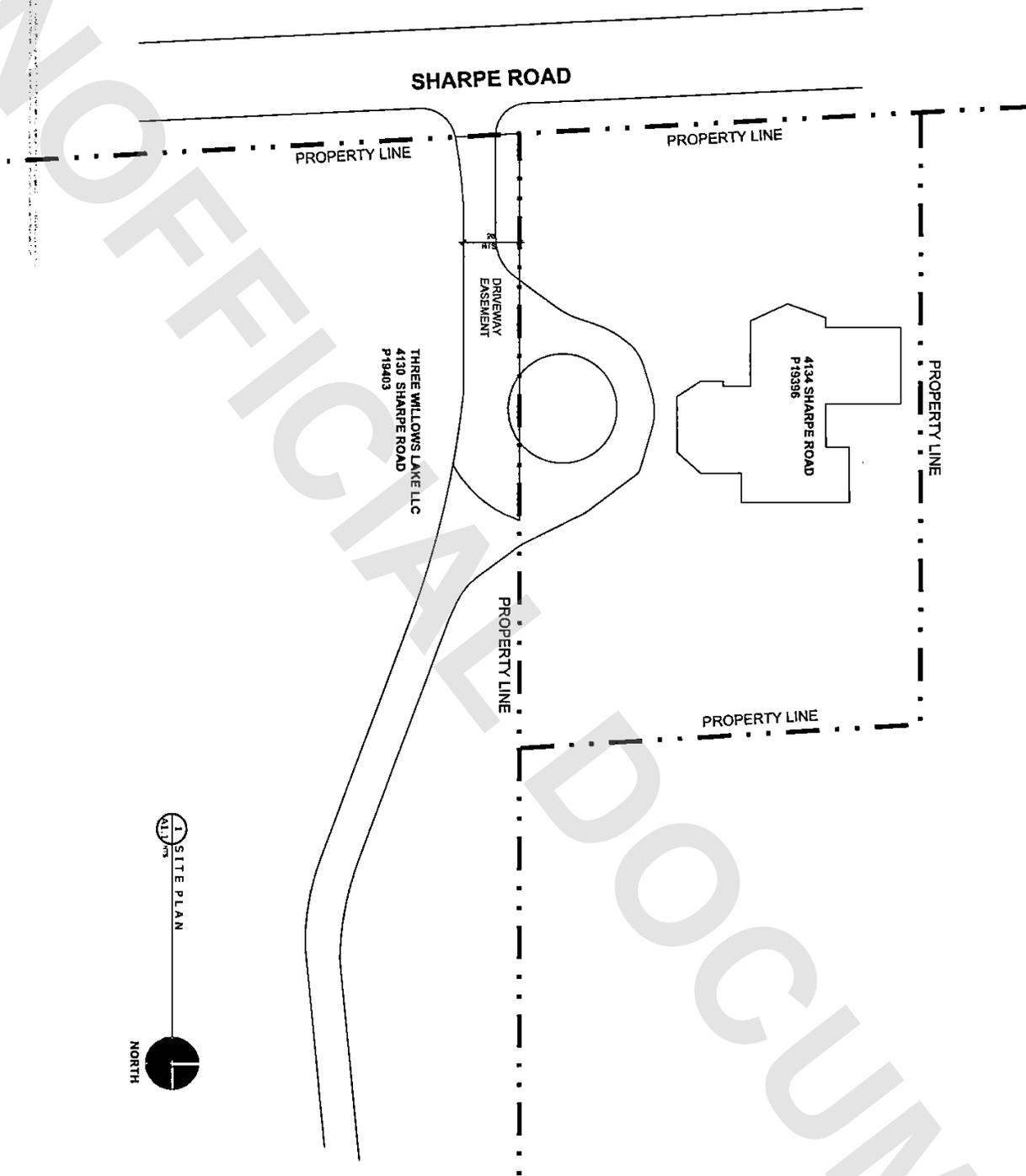
Witness my hand and official seal hereto affixed the day and year first above written.



BK Gainer
Printed Name: BK Gainer
Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 01/08/2025

EXHIBIT A

INSERT MAP OF EASEMENT AREA



A1.1

SITE PLAN

**ESTVOLD DELRAE J
4134 SHARPE ROAD
ANACORTES, WA 98221**

TELESIS DESIGN^{INC}
 michael traftou
 4534 sharpe rd
 anacortes, wa 98221
 telesis.taftou@gmail.com
 360.476.1407