

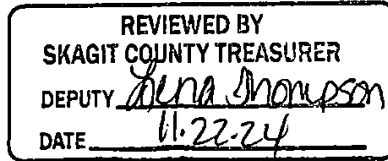


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11/22/2024 03:36 PM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

When recorded return to:

Peggy Davis
3580 Shell Street
Greenbank, WA 98253



EASEMENT AGREEMENT ALLOWING ENCROACHMENT

Document Title: Easement Agreement Allowing Encroachment

Reference Nos. of Documents Affected: N/A

Grantor: Bradley S. Imus and Jean L. Imus, husband and wife

Grantee: Peggy Davis, as her separate estate

Abbreviated Legal: Lots 6 and 7, Cascade River Park No. 2. Situate in Skagit County, Washington.

Tax Parcel No.s: P63806 / 3872-000-006-0003; P63807 / 3872-000-007-0002

This Grant of Easement is made this 15 day of November, 2024 by and between Bradley S. Imus and Jean L. Imus, husband and wife, (hereafter Grantor), and Peggy Davis, as her separate estate, (hereafter Grantee), for the purpose of memorializing the terms and conditions of an easement grant that will burden the property of the Grantor and benefit the property of the Grantee.

RECITALS

Whereas, Grantor is the owner of that certain real property (hereinafter Parcel A) legally described as follows:

Lot 6, Cascade River No. 2, as per the plat recorded in Volume 9 of Plats, at pages 20-21, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Whereas, Grantee is the owner of that certain real property (hereinafter Parcel B) legally described as set follows:

Lot 7, Cascade River No. 2, as per the plat recorded in Volume 9 of Plats, at pages 20-21, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Whereas, the Grantor acquired title to Parcel A by way of that certain Statutory Warranty Deed recorded October 17th, 1995 under Skagit County Auditor's File No. 9510170052.

Whereas, the Grantee acquired title to Parcel B by way of that certain Personal Representatives Deed recorded July 12th, 2021 under Skagit County Auditor's File No. 202107120079.

Whereas, a recent survey has revealed that a shed situated on Parcel B encroaches over the common boundary onto Parcel A. The common boundary is the easterly line of Parcel B and the westerly line of Parcel A.

Whereas, the Grantor is willing to grant an exclusive easement in favor of the Grantee allowing for the continued existence of the encroaching shed. In the event that the shed is removed voluntarily, or destroyed by fire or act of God, the encroachment must be removed and the easement will terminate.

AGREEMENT

Now Therefore, in consideration of the Mutual Covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement** - Grantor hereby grant and convey to the Grantee, her heirs, successors and assigns, an exclusive easement allowing out the shed shown on the attached record of survey crossing the common boundary between Lots 7 and 6 to remain on said Lot 6 while the shed is in existence.
2. **Benefit and Burden** – This easement grant burdens Parcel A and benefits Parcels B. It is intended to be a covenant running with the land and will be binding upon the parties hereto, their heirs, successors and assigns.
3. **Indemnification** - The Grantee will indemnify and hold the Grantor harmless from any loss or damage, including costs and attorney's fees, suffered by the Grantee, or any of her guests or invitees, as a result of use of the easement unless the loss or damage results from the gross negligence or willful misconduct of the Grantor.
4. **Removal / Destruction of Shed – Termination of Easement** – In the event that the shed depicted on the attached record of survey is removed voluntarily or is destroyed by fire or act of God, the encroachment shall be removed and the easement will terminate.
5. **Alternate Dispute Resolution – Mediation / Arbitration** – In the event of a dispute between the parties to this Easement Agreement, it is hereby agreed that

the dispute shall first be referred to Washington Arbitration and Mediation Services or an alternate service by agreement of the parties. The parties shall consider Mediation and/or Arbitration Services. Alternate Dispute Resolution will only be utilized upon agreement of both parties.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court proceeding or rules of evidence. The Mediator does not have the power to render a binding decision upon the parties or force an agreement upon them. Each party shall pay ½ of the cost of a mediator.

Arbitration will be conducted according to the Washington Arbitration & Mediation Service Rules of Arbitration. The Arbitrator's decision shall be final and legally binding and judgment may be entered on the basis of that decision. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event that a party fails to proceed with arbitration, unsuccessfully challenges the Arbitrator's award, or fails to comply with the Arbitrator's award, the other party is entitled to costs of the proceeding including a reasonable attorney's fees for having to compel arbitration or defend or enforce the remedy awarded in arbitration.

6. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.
7. **Attorneys' Fees and Venue** – Legal fees and costs shall be addressed as set forth above. It is agreed that the venue of any legal action will be in the Superior Court of Skagit County, Washington.
8. **Notices** – In the event that notice need be communicated to the parties their address for contact shall be the mailing address for property taxes listed on records of the Skagit County Assessor / Treasurer's office.
9. **Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

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In Witness Whereof, the parties hereto have executed this agreement on the date first written above.

GRANTOR:

BS Imus
Bradley S. Imus,

Jean L Imus
Jean L. Imus

GRANTEE:

Peggy Davis
Peggy Davis

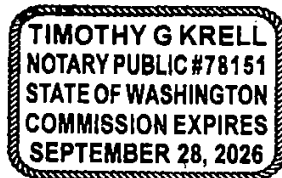
STATE OF WASHINGTON

SS

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Bradley S. Imus and Jean L. Imus are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/19/2024



Timothy G Krell
Notary name printed or typed: Timothy G. Krell
Notary Public in and for the State of Washington
Residing at Bellingham
My appointment expires: 9/28/2026

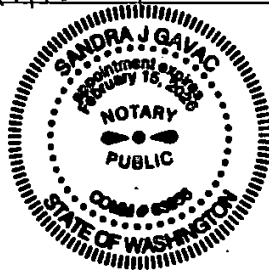
STATE OF WASHINGTON

SS

COUNTY OF Island

I certify that I know or have satisfactory evidence that Peggy Davis is the persons 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 this instrument.

Dated: 11/15/24



Sandra J Gavac
Notary name printed or typed: Sandra J. Gavac
Notary Public in and for the State of Washington
Residing at Greenbank
My appointment expires: 02/15/2026

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Stagitt County Auditor

LEGAL DESCRIPTION:
Lot 7, Cascade River Park No. 2, according to the Plat thereof recorded in Volume 9 of Plats, at pages 20-21, records of Stagitt County, Washington.
Situate in the County of Stagitt, State of Washington.
Source of legal description is the Personal Representatives Deed filed under Stagitt County Auditor's File No. 202107120079

