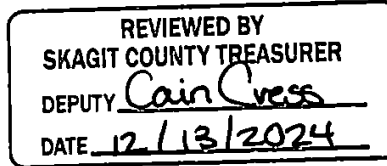




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12/13/2024 02:07 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

When Recorded, Return to:
Ryan M. Worley
McGavick Graves, P.S.
1102 Broadway, Suite 500
Tacoma, WA 98402



AGREEMENT FOR EASEMENT

Grantor:	Worley, John Worley, Pamela
Grantee:	Sells, Jerry, Trustee Larson, Linda, Trustee Sells Clifford QPR Trust
Legal Description (abbreviated):	PTN LT 16, Grandview Terrace & PTN, GOVT LT 1, SEC 34-36-2E, W.M., As Shown Within Tract 110, Map of Padilla Bay
<input checked="" type="checkbox"/> Additional on:	Exhibits A, B, and C
Assessor's Tax Parcel ID #:	P65582

This EASEMENT AGREEMENT ("Agreement"), dated August 22, 2024, for reference purposes only, is made by and between John and Pamela Worley (collectively, the "Grantor"), and Jerry Sells and Linda Larson, as Trustees of the Sells Clifford QPR Trust, dated October 6, 1998 (collectively, the "Grantee"). Grantor and Grantee may be collectively referred to herein as the "parties" or individually as a "party." Effectiveness of this Agreement is conditioned on its full execution by the parties.

RECITALS

A. Grantor owns certain real property situated in Skagit County, Washington, the legal description of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference ("Grantor's Property"). Grantor's Property is further identified by the Skagit County Assessor as Tax Parcel No. P65582.

B. Grantee owns certain real property lying adjacent to Grantor's Property, also situated in Skagit County, Washington, the legal description of which is attached hereto as **EXHIBIT B** and incorporated herein by this reference ("Grantee's Property").

Grantee's Property is further identified by the Skagit County Assessor as Tax Parcel No. P65584.

C. Grantor intends to grant to Grantee, on the terms and conditions contained herein, an easement over, and across a portion of Grantor's Property (the "Easement Area") for the purposes set forth herein, and Grantee desires to accept the grant of such easement. The description and record of survey of the Easement Area is attached hereto as **EXHIBIT C** and incorporated herein by this reference.

D. Grantor intends to reserve to itself the right to use the Easement Area for any purpose that does not interfere with Grantee's rights hereunder.

In consideration of the mutual promises and covenants set forth herein, Grantor and Grantee hereby agree as follows:

AGREEMENTS

1. Grant of Easement for Shed. Grantor hereby conveys and warrants to Grantee an easement for a wooden structure (the "Shed Easement") in the Easement Area, described in the first sentence of **Exhibit C** attached hereto, for the benefit of Grantee's Property. Grantee shall not expand, rebuild, or buttress the shed structure for any reason.

2. Grant of Easement for Planter. Grantor hereby conveys and warrants to Grantee an easement for a planter (the "Planter Easement") in the Easement Area, described in the second sentence of **Exhibit C** attached hereto, for the benefit of Grantee's Property. Upon the termination of the Planter Easement on the terms set forth below, Grantor shall pay Grantee an amount equal to the reasonable cost of relocating the planter and its irrigation system.

3. Maintenance. Grantee shall maintain, at its expense, the surface of the Shed Easement Area and the Planter Easement Area (collectively, the "Easement Areas"). Grantee shall maintain, at its expense, the wooden shed in the Shed Easement Area.

4. Reservation. Grantor reserves for itself and its successors, assigns, grantees, tenants, agents, contractors, invitees, and licensees (the "Permitted Grantor"), the right to use the Easement Areas so long as such uses are not inconsistent with the purposes of the easements granted herein and do not unreasonably interfere with or obstruct Grantees' use of the Easement Areas.

5. Restrictions on Use. The parties covenant to use the Easement Areas for lawful purposes only in conformance with all applicable governmental laws, ordinances, codes, and regulations, and no party shall use or operate, or allow, conduct, or permit any unlawful use of the Easement Areas.

6. Mutual Indemnity and Hold Harmless. Grantee agrees to indemnify, defend, and hold harmless Grantor from any and all actual or alleged liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind or nature whatsoever arising out of or in any way connected with Grantee's or the Grantees' use of the Easement Areas or exercise of any rights granted pursuant to this Easement. Grantor hereby agrees to indemnify, defend, and hold harmless Grantee from any and all actual or alleged liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind or nature whatsoever arising out of or in any way connected with Grantor's or the Grantors' use of the Easement Areas or exercise of any rights granted pursuant to this Easement.

7. No Public Rights or Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Property. No easements other than the easements expressly set forth in Sections 1 and 2 above shall be implied by this Agreement.

8. Legal and Equitable Remedies. In the event of any actual or threatened violation, default, or breach (hereafter collectively referred to as a "default") of or under any terms, restrictions, covenants, or conditions of this Agreement by any party, the other party shall have the right, in addition to the specific remedies described in this Agreement, to pursue any available legal or equitable remedy, including damages, specific performance, injunctions and restraining orders, except that no default under this Agreement shall entitle either party to cancel, rescind, or otherwise terminate this Agreement. All remedies shall be cumulative, and the pursuit of any available remedy shall not constitute a waiver or election of remedies with respect to all other available remedies.

9. Notice as Prerequisite to Breach. Except as otherwise provided in this Agreement, a party shall not be deemed to be in default under this Agreement until that party has been given a written notice by the other party that describes the act or omission constituting the default, and (a) the party fails to cure the default within ten (10) days after the date of the notice of default (the "Cure Period"), or (b) in the case of a default that is not capable of being cured within the Cure Period, the party fails to commence the cure within the Cure Period and to diligently pursue it to completion within a reasonable time thereafter.

10. Termination of the Easements. The Planter Easement and its covenants, restrictions, and conditions shall be effective commencing on the date of recording of this Agreement in Skagit County, Washington, and shall remain in full force and effect until the earlier of Jerry Sells and Linda Larson no longer inhabit Grantee's Property, or the five-year anniversary of the date of this Agreement's recording. The Shed Easement and its covenants, restrictions, and conditions shall be effective commencing on the date of recording of this Agreement in Skagit County, Washington, and shall remain in full force and effect until the earlier of the five-year anniversary of the date Jerry Sells and Linda

Larson no longer inhabit Grantee's Property, or there is a sale, conveyance, or change in ownership of Grantee's Property.

11. Notice. All notices, statements, demands, requests, approvals, or other communications (hereafter collectively referred to as "notices") to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses set forth below. The notices shall be delivered in person, or by certified or registered mail, return receipt requested, and postage prepaid. Notices shall be deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt or the date receipt of delivery is refused. Notices shall be sent to the following addresses unless and until a party changes its addresses by written notice given to the other party:

If to Grantee: Attn: Jerry Sells, 9976 Samish Island RD, Bow, WA 98232

If to Grantor: Attn: John Worley, 1412 123rd Ave SE, Bellevue, WA 98005

12. Attorney Fees. If, by reason of any default hereunder on the part of either Grantor or Grantee, either party employs an attorney, the defaulting party shall pay the non-defaulting party's costs, expenses, and attorney fees reasonably expended or incurred in connection therewith.

13. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third party to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the parties.

14. Severability. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

15. Entire Agreement; Release of Claims. This Agreement contains the complete understanding and agreement of all parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement may only be amended in writing signed by both Grantor and Grantee. By entering into this Agreement, and as valuable consideration to Grantor for the rights granted Grantee hereunder, Grantee hereby releases all claims in and to Grantor's Property, including, without limitation, adverse possession and easements by prescription.

16. Governing Law and Venue. The laws of the State of Washington shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any action arising out of this Agreement shall be in Skagit County, Washington.

17. Easements Running with the Land. The easements and the agreements contained herein are and shall be deemed covenants running with the land and shall inure to the benefit of, and be binding upon, the respective successors, assigns, grantees, and heirs of the parties; provided that, notwithstanding the foregoing, the Planter Easement and the

Shed Easement, respectively, shall automatically terminate on the occurrence of events as described in Section 10 above.

[Signature page and Exhibits follow]

EXECUTED as of the day and year first above written.

GRANTOR:

By:

Name:

[Signature]
JOHN K. WORLEY

By:

Name:

[Signature]
Pamela Worley

STATE OF WASHINGTON)

COUNTY OF KING) ss.
SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared John and Pamela Worley, to me known to be the owners of Grantor's Property, and they executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of November, 2024.



[Signature]
Print Name: Michael B. Barer
NOTARY PUBLIC in and for the State of Washington
Residing at: Maple Valley WA
My commission expires: 4/09/2025

GRANTEE: Sells Clifford QPR Trust, dated October 6, 1998

By: Clifford J. Sells

By: Linda C. Larson

Name: Clifford J. Sells

Name: LINDA C. LARSON

Its: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Jerry Sells and Linda Larson, to me known to be the trustees of the Sells Clifford QPR Trust, dated October 6, 1998, and they executed the within and foregoing instrument, and on behalf of the Sells Clifford QPR Trust, acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 2024.

Caroline Omdal
Print Name: Caroline Omdal
NOTARY PUBLIC in and for the State of Washington
Residing at: Skagit Valley
My commission expires: July 25

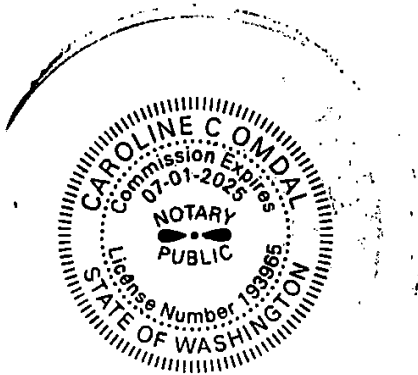


EXHIBIT A**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

(0.4000 ac) ALL OF LOT 16, GRANDVIEW TERRACE, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE EAST 25 FEET THEREOF LYING SOUTH OF THE PRESENT COUNTY ROAD AND SOUTH OF THE OLD COUNTY ROAD AS VACATED MAY 12, 1947, AND EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY INSTRUMENTS RECORDED MARCH 20, 1947 AND SEPTEMBER 11, 1947 UNDER AUDITORS FILE NOS. 402225 AND 408681.

Agreement for Easement

EXHIBIT B

LEGAL DESCRIPTIONS OF GRANTEE'S PROPERTY

(0.4800 ac) LOT 17 & ELY 1/3 LOT 18, GRANDVIEW TERRACE, RECORDED
IN VOLUME 5 OF PLATS, PAGE 36, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

EXHIBIT C

DESCRIPTION OF EASEMENT AREA

The Shed Easement: A 6-foot wide strip of land extending 86.99 feet along the west side of Grantor's Property to the east side of Grantor's Property.

The Planter Easement: A 3-foot wide strip of land along the west side of Grantor's Property to the east side of Grantor's Property.

