03/14/2025 11:31 AM Pages: 1 of 7 Fees: \$309.50 Skagit County Auditor

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REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY KUMULOWMAN
DATE 31 (4) 2025

# Easement Deed for Ingress and Egress

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Heirs and Devisees of Odell E. Trantham, deceased and Heirs and Devisees of Ida May Trantham, who also appears of record as Mary Ida May Trantham, deceased, Grantor hereby GRANT(S) to

Heirs and Devisees of Odell E. Trantham, deceased and Heirs and Devisees of Ida May Trantham, who also appears of record as Mary Ida May Trantham, deceased, Grantee(s) a(n) NON – EXCLUSIVE easement for ingress and egress and incidental purposes over the following described real property ("Serviant Tenement") in the TOWN OF CONCRETE County of SKAGIT, State of Washington. PARCEL NO. P70840 Abbreviated legal description:

PTN LOT 4, BLK 4, EVERETT'S SECOND ADDITION TO CONCRETE IN THE SW 1/4 NW 1/4 SEC 10, TWP 34 N, RGE 08 E, WM.

and fully described in Exhibit A on pg. 3, attached hereto and incorporated herein.

Said NON – EXCLUSIVE easement is appurtenant to and for the benefit of the following described real property ("Dominant Tenement") in the TOWN OF CONCRETE County of SKAGIT, State of Washington. PARCEL NO. P70839

Abbreviated legal description: PTN W 1/2 LOT 3, BLK 4, EVERETT'S SECOND ADDITION TO CONCRETE IN THE SW 1/4 NW 1/4 SEC 10, TWP 34 N, RGE 08 E, WM. and fully described in Exhibit B on pg. 4, attached hereto and incorporated herein.

This appurtenant NON – EXCLUSIVE easement is described as a portion of the Servient Tenement and more specifically described in Exhibit C on pg. 5 and shown in Exhibit E on pg. 7, attached hereto and incorporated herein.

This appurtenant NON – EXCLUSIVE easement shall run with the lands described above and for the sole benefit of the Dominant Tenement and shall bind the heirs, successors and assigns of the grantor and grantee and is subject to the Terms and Conditions thereof stated in Exhibit D on pg. 6, attached hereto and incorporated herein.

# PURPOSE OF EASEMENT:

An easement is hereby reserved for and granted to parcel no. P70839 as described herein, and their respective successors and assigns, under and upon the private ingress and egress easement in which to install, lay, construct, renew, operate, and maintain with necessary facilities and other equipment for the purpose of serving the grantee with ingress and egress, together with the right to enter upon the Easement at all times for the purposes herein stated.

The County Recorder is hereby instructed to index this Easement Deed for ingress and egress in the Grantor and Grantee – index under the names of the respective parties.

IN WITNESS WHEREOF, the parties have executed his Agreement as of the date written above.

Dona Tool + cuper	Synales Herse
Signature:	Signature:
Capacity: Grantor	Capacity: Grantee

Construe all terms with the appropriate gender and quantity required by the sense of this deed.

STATE OF WASHIN GTON	_)
	}ss
COUNTY OF SKAGIT	_)

MY COMM. EXP. 03/09/2028

I certify that I know or have satisfactory evidence that <u>Innavee Hooper</u> is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the <u>Executor of the Estate to the Grantor(s)</u> and <u>Grantee(s)</u> to be her free and voluntary act of such parties for the uses and purposed mentioned in the instrument.

•	Public in and for the State of WASHINGTON, gat: BURLINGTON, WA
Notary Public State of Washington BRIAN ADAM GULLIKSON	BRIAN GULLTESON  Print Name  3/9/2028  Commission expiration date

## **EXHIBIT A**

Servient Tenement Description

Parcel No. P70840

Commonly known as: 45125 Main Street, Concrete, WA 98237

Legal Description:

LOT 4, BLOCK 4, EVERETT'S SECOND ADDITION TO CONCRETE, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 13, EXCEPT THAT PORTION THEREOF IN THE NORTHEAST CORNER CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES ON JULY 6, 1918 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 126496.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

## **EXHIBIT B**

Dominant Tenement Description

Parcel No. P70839

Commonly known as: 45143 Main Street, Concrete, WA 98237

Legal Description:

THE WEST 1/2 OF LOT 3, BLOCK 4, EVERETT'S SECOND ADDITION TO CONCRETE, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 13, RECORDS OF SKAGIT COUNTY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

### **EXHIBIT C**

### **Easement Description**

### Legal Description:

A Portion of Lot 4, Block 4, Everett's Second Addition to Concrete, Skagit County, Washington, as per Plat recorded in Volume 4 of Plats, Page 13, Records of Skagit County, Washington. Lying in the Southwest Quarter of the Northwest Quarter of Section 10, Township 35 North, Range 08 East of the Willamette Meridian, Skagit County, Washington, DESCRIBED AS FOLLOWS:

Consisting of a strip of land located in said portion of land described above, being 20.00 feet wide, 10.00 feet each side of the following centerline described below:

Commencing at the Southeast corner of said Lot 4, thence North 01° 06' 47" East along the East line of said Lot 4, a distance of 32.91 feet to the Point of Beginning; thence leaving said East line of Lot 4 North 37° 11' 49" West, a distance of 16.13 feet; thence North 01° 06' 47" East, a distance of 112.11 feet; thence South 88° 53' 13" E, a distance of 10.00 feet to the East line of said Lot 4 being the terminus of this strip.

The sidelines of the above-described strip of land shall be lengthened or shortened to interact at angle points and the beginning and ending of this strip.

Situate in the County of Skagit, State of Washington.

#### EXHIBIT D

## Terms and Conditions

Grantees hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by grantee or its agents. This indemnity shall continue so long as this Easement is in effect.

Maintenance and Repair. From and after the date of this Declaration, except to the extent that such easement area might be operated and maintained by public authorities or utilities, the owners of the Dominant Tenement, their heirs, successors in interest and assigns shall perform or cause to be performed and pay all costs associated with all maintenance and repair of the easement area. Any and all maintenance by Dominate Tenement and/or Contractor, must be approved by the Servient Tenement.

Definitions. For the purposes of this Declaration the following definitions shall apply:

The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, trees, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open and available to the Dominant Tenement benefited thereby. The term "maintenance" and "repair" shall not include repaving, upgrading, widening, re-routing, or decommissioning the easement area unless approved by the Servient Tenement.

The terms "lot owner" or "owner" shall mean all persons holding a legal title or beneficial ownership interest in any of the lots or parcels that are subject hereof. "Lot owner" or "owner" shall not include persons holding a non-ownership interest in a lot or parcel, such security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.

The Lot Owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said easement area is for the benefit of all the Dominant Tenement and the Lot of any such Owner failing to pay his/her proportionate share as provided for herein shall be subject to a lien for the proportionate share of such costs; and any other Lot Owner paying the share of a benefited Lot Owner, who fails to pay the same, shall be entitled to a lien against the non-paying Lot Owner's property which may be foreclosed in the manner provided for foreclosure of mechanics liens.

