After recording, please return to:

Estate of Patricia R. Stowe P.O. Box 847 Anacortes, WA 98221

REVIEWED BY SKAGIT COUNTY TREASURER

EASEMENT AGREEMENT

Grantor:

The Estate of Patricia R. Stowe

Grantee:

The Estate of Patricia R. Stowe

Legal Descriptions / Parcel Numbers of Properties involved in Agreement:

Lot A: PTN BLKS 299, 320, 321, JULIUS POTTER'S PLAT OF

FIDALGO CITY TGW PTN VACATED ALLEYS & 2ND CLASS

TIDELANDS

Portions

4106-298-900-0006/P73441, 4106-321-007-0206/P73459, and 340124-0-023-0202/P19636

(Abbreviated-Full Legal Description on Exhibit A, Pages 7-8)

Lot B:

PTN BLKS 299, 320, JULIUS POTTER'S PLAT OF FIDALGO CITY TGW PTN VACATED ALLEYS

Portions

4106-298-900-0006/P73441 and 4106-321-007-0206/P73459

(Abbreviated-Full Legal Description on Exhibit B. Page 9-10)

Recording Number of

Referenced Document:

This Easement Agreement (Agreement) is entered effective June 9 2025, by the Estate of Patricia R. Stowe (the "Estate") acting through its duly appointed Personal Representative, Victoria Conrardy Stowe. The Estate is acting as both Grantor and Grantee in this Agreement, and the Estate and its successors and assigns as owner(s) of either property described herein may be referred to individually as an "Owner" or "Party," and collectively referred to as "the Owners" or "Parties" in this Agreement.

This Agreement is based on the following facts:

- A. The Estate owns two (2) parcels of real property located near Deception Pass in Skagit County, Washington. Simultaneously with the recording of this Agreement, the Estate is reconfiguring the two parcels by means of a boundary line adjustment ("BLA").
- B. An existing private road traverses both parcels in a curving, north/south trajectory. This existing private road is locally known, and referred to in this Agreement, as "Quiet Cove Drive."
- C. While the pre-BLA parcels were located north and south of one another, as reconfigured through the BLA, the parcels are and will be east and west of one another, and each of the reconfigured parcels will use a portion of Quiet Cove Drive that is located on and runs over the other parcel.
- D. The westerly reconfigured parcel is and shall be legally described as set forth on Exhibit A, and is referred to in this Agreement as "Lot A." The easterly reconfigured parcel is and shall be legally described as set forth on Exhibit B, and is referred to in this Agreement as "Lot B." Lot A and Lot B are referred to collectively in this Agreement as the "Properties," and individually as a "Property."
- E. The Properties have been held in common ownership, and up until now have been used as a cohesive unit. As part of the Estate's administration process, it is anticipated that the reconfigured Properties will be separately conveyed.
- F. The Estate wishes to document each of the reconfigured Properties' respective rights to continued use of Quiet Cove Drive, and provide for the specific terms and conditions applicable to that use.

In consideration of formalizing the terms of the easements between and among Lots A and B in conjunction with the completion of the BLA, which is good and sufficient consideration, the Estate agrees and covenants as follows:

- 1. <u>Reciprocal Easements Covenanted/Granted/Reserved/ Conveyed and Described</u>. For and in consideration of the covenants contained herein, Victoria Conrardy Stowe, acting in her capacity as the duly appointed Personal Representative of the Estate of Patricia R. Stowe, hereby grants, conveys, covenants and reserves the following easements:
- 1.1 <u>Private Road Easement Over Lot A for the Benefit of Lot B.</u> A non-exclusive Twenty (20) foot wide easement for ingress, egress, and utilities, for the benefit of Lot B, over, under, through and across that portion of Lot A which is located Ten (10) Feet on each side of the centerline of the existing Quiet Cove Drive, which is legally described and delineated as "Quiet Cove Drive" on Exhibit C, and

depicted and labeled as such on Exhibit D. The area so described and depicted is referred to in this Agreement as "Quiet Cove Drive."

- 1.2 Private Road Easement Over Lot B for the Benefit of Lot A. A non-exclusive Twenty (20) foot wide easement for ingress, egress, and utilities, for the benefit of Lot A, over, under, through and across that portion of Lot B which is located Ten (10) Feet on each side of the centerline of "Quiet Cove Drive," as defined in Section 1.2 above.
- 1.3 <u>Driveway Easement Over Lot B for the Benefit of Lot A.</u> A non-exclusive Twenty (20) foot wide easement for ingress, egress, and utilities, for the benefit of Lot A, over, under, through and across that portion of Lot B which is located Ten (10) Feet on each side of the centerline of the existing private driveway, which is legally described and delineated as the "Driveway Segment" on Exhibit C, and depicted and labeled as such on Exhibit D. The area so described and depicted is referred to in this Agreement as the "Driveway Easement."
- 1.4 <u>Easement Areas</u>. The easements for ingress, egress and utilities granted by this Agreement are referred to collectively in this Agreement as the "Reciprocal Easement," and the areas occupied by the Reciprocal Easement are collectively the "Easement Areas." It is acknowledged that the Driveway Easement is not a part of Quiet Cove Drive, but a private driveway serving only Lot A, and Lot B does not have an easement for (vehicular) ingress and egress or utilities over that private driveway. Notwithstanding the foregoing, Lot B does have a right of pedestrian access over that portion of the private driveway leading from Lot B to a dirt trail on Lot A, under a separate agreement for beach access.
- 2. <u>Use of Easement Areas</u>. The Reciprocal Easement shall be non-exclusive. The Owners of both Properties shall share use of Quiet Cove Drive, and each Owner may use their respective Property in any way that does not conflict with the terms of this Agreement or otherwise unreasonably interfere with use of the Reciprocal Easement by the other Property.
 - 3. Rights and Obligations Relating to Use of the Easement Areas.
- 3.1 <u>Notice</u>. The Owner of either Property shall give five (5) days' written notice to the other Owner prior to planned construction and maintenance activities within the Easement Areas.
- 3.2 <u>Improvements.</u> Whenever either Owner undertakes work within the Easement Areas, the party undertaking the work shall be solely responsible for obtaining any approvals or permits required for the work, and shall promptly complete the work and, with the exception of any alterations necessitated by such installation or work, restore the Easement Areas to their prior condition upon completion of such installation or work. Any work performed within the Easement Areas shall, where required, be constructed according to the minimum development regulations and standards of Skagit County.
- 3.3 <u>Utilities</u>. The cost of maintenance, replacement and construction of private utilities located within the Easement Areas are the

responsibility of the benefitting Property Owner. The Reciprocal Easement shall also be construed to be granted in favor of utility providers and contractors, and may be used by such utility providers and contractors for the purpose of installing, repairing and maintaining utilities and to access the Properties. Nothing in this Agreement shall be construed to prevent the Owner of either Property from granting additional easements to utility providers over each Owner's respective Property, provided that such additional easements do not unreasonably interfere with the other Owner's use of the Reciprocal Easement and/or the use of the other Owner's Property.

- 3.4 <u>Emergency Vehicles and Personnel</u>. Under all circumstances maintenance or use of the Easement Areas shall be conducted so as not to impede or prevent the use of the Reciprocal Easement by emergency service vehicles and personnel.
- 4. <u>Maintenance and Repair</u>. The Reciprocal Easement shall include the right of each Owner to maintain and repair utility and roadway improvements within the Easement Areas. Each Owner shall be solely responsible for improvements or maintenance that benefit only that Owner's Property, or are required due to that Owner's actions (such as utility installation or damage to the Easement Areas by heavy equipment requiring repairs for reasons other than normal wear and tear). The Owner of each Property shall be responsible for the cost of maintaining the jointly used portions of Quiet Cove Drive, with each Property's share being proportional and commensurate with that Property's respective use of and impact on roadway improvements. Each Owner shall cooperate in good faith to negotiate and enter a written agreement documenting a reasonable cost-sharing arrangement if the other Owner (or the owner(s) of any of the other properties using Quiet Cove Drive) propose the same.
- 5. <u>Duration; Obligations Run With the Land</u>. The term of duration of this Agreement and the Easements granted hereby shall be in perpetuity, beginning on the date written above, unless and until the Owners of both Properties agree in writing to terminate the Agreement. The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of the Estate, and shall in all respects attach to the individual Properties described on Exhibits A and B. Nothing in this Agreement shall be construed as a public dedication, or construed to grant the right to use the Easement Areas to any properties or parties other than those specifically identified.
- 6. <u>Indemnification and Insurance</u>. The Owner of each Property waives and releases the other Owner for any damages, injuries, or claims suffered by the indemnifying Owner, and shall hold harmless, indemnify, and save the other Owner harmless from any damages, injuries, or claims arising out of any personal injury suffered by the indemnifying Owner's guests, tenants, or invitees, as a result of use of the Easement Areas (excepting only damages arising from the gross negligence of the other Owner). The Owners of both Properties shall include the Easement Areas on the liability insurance policies in place for their respective Property.

No Monetary Consideration. No monetary consideration (or valuable 7. consideration other than formalizing the terms for the Reciprocal Easement) is being given or received for the Agreement.

General Provisions. 8.

- Incorporation of Recitals and Exhibits. The recitals set forth in Paragraphs A through D above, and the legal descriptions and maps/depictions attached as Exhibits A through C, are each fully incorporated as terms of this Agreement.
- Severability. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.
- 8.3 Amendment; Additional Actions and Documents. This Agreement may only be amended by a written instrument signed by the Owners of both Properties described on Exhibits A and B. The Owners shall take all steps and execute all additional documents necessary to accomplish the intent and purpose of this Agreement.
- 84 Governing Law. This Agreement shall be construed under the laws of the state of Washington.
- Attorneys' Fees. In any litigation arising out of this Agreement, including appeals, the prevailing Party will be entitled to attorney fees and costs.

IN WITNESS WHEREOF, the Owner of both Properties legally described on Exhibits A and B has hereunto set their hand and seal on the day and year first above written.

Grantor/Grantee:

ESTATE OF PATRICIA R. STOWE, Deceased Skagit County Superior Court Probate 24-4-00180-29

VICTORIA CONRARDY STOWE,

Personal Representative

STATE OF WASHINGTON)	
County of Skagit)) SS.	

On this day personally appeared before me VICTORIA CONRARDY STOWE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed as Personal Representative of the ESTATE OF PATRICIA R. STOWE, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of June 2025.



NOTARY PUBLIC in and for the State of Washington, residing at Ahalones WA My Commission expires 1997 1995



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental 909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

EXHIBIT 'A' LOT A BOUNDARY LINE ADJUSTMENT DEED AF# WZ506110044

TRACT 1:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321 OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS-OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCK 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST 1/2 OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH 1/2 OF STEWART STREET AND THE VACATED NORTH 1/2 OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATED REVERTED TO SAID PREMISES BY OPERATION OF LAW. TOGETHER WITH THE SOUTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926 AND RECORDED AUGUST 30, 1926 UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927 AND RECORDED NOVEMBER 14, 1927 UNDER AUDITOR'S FILE NO. 208598.

EXCEPTING FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W. R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969 UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST, W.M.

EXCEPTING FROM ALL THE PREMISES DESCRIBED ABOVE THE SOUTH 370 FEET THEREOF, MEASURED AT RIGHT ANGLES TO STARR STREET.

TRACT 2:

THAT PORTION OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 298 OF SAID PLAT; THENCE NORTH ALONG THE WEST LINE OF THE VACATED ALLEY IN SAID BLOCK 298, A DISTANCE OF 50 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF BLOCKS 298 AND 299; AND SAID BLOCK LINES EXTENDED EASTERLY, TO THE CENTERLINE OF VACATED WOODLAND AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF VACATED WOODLAND AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE VACATED NORTH ½ OF STEWART STREET; THENCE WEST

ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING;

EXCEPT THE WEST 150 FEET THEREOF.

EXCEPTING FROM BOTH TRACT 1 AND TRACT 2 DESCRIBED ABOVE THE EAST 141.00 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.





Pacific Surveying & Engineering, Inc

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Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

EXHIBIT 'B' LOT B BOUNDARY LINE ADJUSTMENT DEED AF#_102506110044

THE EAST 141.00 FEET OF THE FOLLOWING DESCRIBED TRACTS 1 AND 2:

TRACT 1:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321 OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS-OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCK 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST 1/2 OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH 1/2 OF STEWART STREET AND THE VACATED NORTH 1/2 OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATED REVERTED TO SAID PREMISES BY OPERATION OF LAW. TOGETHER WITH THE SOUTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926 AND RECORDED AUGUST 30, 1926 UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927 AND RECORDED NOVEMBER 14, 1927 UNDER AUDITOR'S FILE NO. 208598.

EXCEPTING FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W. R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969 UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST, W.M.

EXCEPTING FROM ALL THE PREMISES DESCRIBED ABOVE THE SOUTH 370 FEET THEREOF, MEASURED AT RIGHT ANGLES TO STARR STREET.

TRACT 2:

THAT PORTION OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 298 OF SAID PLAT; THENCE NORTH ALONG THE WEST LINE OF THE VACATED ALLEY IN SAID BLOCK 298, A DISTANCE OF 50 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF BLOCKS 298 AND 299; AND SAID BLOCK LINES EXTENDED EASTERLY, TO THE CENTERLINE OF VACATED WOODLAND AVENUE;

THENCE SOUTH ALONG THE CENTERLINE OF VACATED WOODLAND AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE VACATED NORTH ½ OF STEWART STREET; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING;

EXCEPT THE WEST 150 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.





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EXHIBIT 'C' ACCESS EASEMENT LEGAL DESCRIPTION

QUIET COVE DRIVE:

A 20.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES LOCATED IN THAT PORTION OF LOTS 7 AND 8 OF BLOCK 299 AND LOT 1 OF BLOCK 320 OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY WASHINGTON, TOGETHER WITH VACATED ALLEYS ABUTTING, ALSO TOGETHER WITH VACATED STEWART STREET ABUTTING AND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT A, PER SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT DEED AS RECORDED UNDER AF# 107.5~O(100~U); THENCE ALONG THE NORTH LINE OF SAID LOT A SOUTH 89°40'24" WEST, 24.62 FEET TO THE **POINT OF BEGINNING** ; THENCE ALONG THE THENCE DEPARTING SAID NORTH LINE SOUTH 21°54'28" EAST, 91.05 FEET; THENCE SOUTH 11°38'31 EAST, 25.01 FEET; THENCE SOUTH 04°26'20" EAST, 12.60 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE CONTINUING SOUTH 04°26'20" EAST, 32.65 FEET; THENCE SOUTH 13°33'39" WEST, 32.56 FEET TO THE SOUTH LINE OF LOT B OF SAID BOUNDARY LINE ADJUSTMENT AND THE TERMINUS OF SAID CENTERLINE.

SAID EASEMENT MARGINS SHALL BE EXTENDED OR TRIMMED TO MEET THE NORTH LINE OF SAID LOT A AND THE SOUTH LINE OF SAID LOT B.

DRIVEWAY SEGMENT:

TOGETHER WITH THE FOLLOWING 20.00 FOOT WIDE EASEMENT LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT 'A'; THENCE SOUTH 40°37'25" WEST, 25.53 FEET TO THE WEST LINE OF LOT B OF SAID BOUNDARY LINE ADJUSTMENT DEED AND THE TERMINUS OF SAID CENTERLINE.

SAID EASEMENT MARGINS SHALL BE EXTENDED OR TRIMMED TO MEET THE WEST LINE OF SAID LOT B.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



