

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
David Lynch
120 Northshore Drive
Bellingham, WA 9822

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/11/2025

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

GRANTOR: ALICE S. F. SIMMONS,
a single woman

GRANTEES: DAVID ASHLEY LYNCH and NANCY TISCHLER LYNCH,
as Co-Trustees of the LYNCH REVOCABLE LIVING TRUST
dated April 27, 2007

Abbreviated Legal: Lots 1 & 2, SP PL18-0113
Ptn Section 9, Township 36 North, Range 1 East, W.M.

Additional Legal on: Exhibits "A" and "B"

Assessor's Tax Parcel Nos.: P46339, P125046, P125049, P133188
P137270, P137267, P137268, & P137269

THIS AGREEMENT is made and entered into this 26th day of June, 2025, by ALICE S. F. SIMMONS, a single woman (as "Grantor"), and DAVID ASHLEY LYNCH and NANCY TISCHLER LYNCH, Co-Trustees of the LYNCH REVOCABLE LIVING TRUST DATED APRIL 27, 2007 (as "Grantees").

I. DESCRIPTION OF PROPERTY

WHEREAS, GRANTOR ALICE S. F. SIMMONS, a single woman ("SIMMONS"), is the owner of the following described real property located in Skagit County, Washington (the "SIMMONS Burdened Parcels"):

See attached Exhibit "A".

Situate in the County of Skagit, State of Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

AND WHEREAS, GRANTEES **DAVID A. LYNCH** and **NANCY T. LYNCH**, Co Trustees of the **LYNCH REVOCABLE LIVING TRUST DATED APRIL 27, 2007** ("LYNCH") are the owners of the following described real property located in Skagit County, Washington (the "LYNCH Benefited Parcels"):

See attached Exhibit "B".

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTOR, **ALICE S. F. SIMMONS**, a single woman, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to **DAVID A. LYNCH** and **NANCY T. LYNCH**, Co Trustees of the **LYNCH REVOCABLE LIVING TRUST DATED APRIL 27, 2007**, including any after acquired title, the following described easement for ingress, egress and utilities:

III. DESCRIPTION OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES

1. Description of Easement

A perpetual, non-exclusive easement over, under and across the easement area defined below for ingress, egress and utilities, including but in no way limited to the purpose of ingress, egress, in addition to connecting to, installing, maintaining and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas and all other utilities of any nature whatsoever.

2. Easement Area

A sixty (60) foot strip, the center line of which follows the center line of the existing driveway, as it existed on June 20, 2025, commencing at the southernmost point where the driveway intersects the west line of the SIMMONS Burdened Parcels and continuing in a northeasterly direction through the SIMMONS Burdened Parcels to the northernmost point on the east line of the SIMMONS Burdened

Easement for Ingress, Egress, Utilities

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Parcels where the driveway enters the LYNCH Benefitted Parcels.

Situate in Skagit County, Washington.

IV. GENERAL PROVISIONS

In the event that a Grantee causes identifiable damage to any improvements on the Burdened Property and/or in the Easement Area, then the Grantee causing the damage shall, at the Grantee's sole expense, and as soon as is reasonably possible, immediately repair the damage leaving the Easement Area in as good or better condition as it was in prior to the damage by Grantee.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantees' property, the Grantor and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated effective as of the date set forth above.

Signatures and acknowledgements follow:

GRANTOR:

Alice S. F. Simmons
ALICE S. F. SIMMONS

GRANTEES:

LYNCH REVOCABLE LIVING TRUST
DATED APRIL 27, 2007

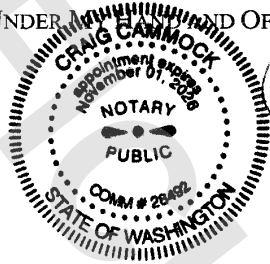
DAVID ASHLEY LYNCH
By: DAVID ASHLEY LYNCH
Its: Co-Trustee

NANCY TISCHLER LYNCH
By: NANCY TISCHLER LYNCH
Its: Co-Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **ALICE S. F. SIMMONS** is the person 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 the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of June, 2025,



Printed Name CRAIG CAMMOCK
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 11-1-2026

I certify that I know or have satisfactory evidence that **DAVID ASHLEY LYNCH** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Co-Trustee of the **LYNCH REVOCABLE LIVING TRUST DATED APRIL 27, 2007**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **NANCY TISCHLER LYNCH** 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 a Co-Trustee of the **LYNCH REVOCABLE LIVING TRUST DATED APRIL 27, 2007**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

A circular notary seal for Craig Cammock, a Notary Public in the State of Washington. The seal features a double-lined border. Inside the border, the text "CRAIG CAMMOK" is at the top, "Notary expires November 01, 2026" is in the upper middle, "NOTARY" is in the center above a stylized notary symbol, and "PUBLIC" is below the symbol. At the bottom, it says "COM # 28482" and "STATE OF WASHINGTON".

Printed Name **CRAIG CAMMOCK**
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 11-1-2028

Exhibit A
Legal Description of SIMMONS Burdened Parcel

Skagit County Parcel Nos. P46339, P125046, P125049, P133188

LOT 2, SKAGIT COUNTY SHORT PLAT NO. PL18-0113, RECORDED DECEMBER 10, 2024, UNDER SKAGIT COUNTY AUDITOR'S FILE# 202412100051, LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.,

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Exhibit "A"

Exhibit B
Legal Description of Lynch Benefited Parcel

Skagit County Parcel Nos. P137270, P137267, P137268, & P137269

LOT 1, SKAGIT COUNTY SHORT PLAT NO. PL18-0113, RECORDED DECEMBER 10, 2024, UNDER SKAGIT COUNTY AUDITOR'S FILE# 202412100051, LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.,

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Exhibit "B"