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Skagit County Auditor

After recording return to:

Rachel L. Merrill
Hanson Baker Ludlow Drumheller P.S.
2229 - 112th Avenue NE, Suite 200
Bellevue, WA 98004-2936



DOCUMENT TITLE	Easement Agreement
REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED	N/A
GRANTORS	John R. Macartney, an individual
GRANTEE	Jack McDaniels and Phyllis McDaniels, a married couple
ABBREVIATED LEGAL DESCRIPTIONS	Lots 3 & 4, Blk 2, Childs & Hagadorn's 1 st Add. To Anac.; Child & Hagadorn's to Ana. Lts 5 & 6 Blk 2
TAX PARCEL NOS.	P57084 (Grantor); P57086 (Grantee)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into by and between John Macartney, an individual ("Macartney"), and Jack McDaniels and Phyllis McDaniels, a married couple ("McDaniels"). Macartney and McDaniels are collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS Macartney owns certain real property commonly known as 1211 34th St, Anacortes, WA 98221 and legally described as follows (referred to herein as the "Macartney Property"):

Lots 3 and 4, Block 2, "CHILDS & HAGADORN'S FIRST ADDITION TO THE CITY OF ANACORTES," as per plat recorded in Volume 2 of Plats, page 29, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

WHEREAS McDaniels owns certain real property commonly known as 1215 34th St, Anacortes, WA 98221 and legally described as follows (referred to herein as the "McDaniels Property"):

Lots 5 and 6, Block 2, CHILD'S AND HAGADORN'S FIRST ADDITION TO THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 29, records of Skagit County, Washington.

WHEREAS the McDaniels Property is west of, and adjacent to, the Macartney Property. The McDaniels Property and the Macartney Property are collectively referred to herein as the "Properties";

WHEREAS on October 7, 2022, Macartney retained John Semfau to perform a boundary and topographic survey of the Macartney Property ("Survey"). A true and correct copy of the Survey is attached hereto as **Exhibit A**. The Survey revealed that the current fence between the Properties (the "Fence") is not on the boundary line, but instead is approximately 1.02 feet east of the boundary line and on the Macartney Property, as depicted on attached **Exhibit A**; and

WHEREAS with this Agreement, the Parties intend to create an exclusive easement for the above-mentioned encroachment area between the boundary line and the Fence. This easement will benefit the McDaniels Property and burden the Macartney Property, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefits derived therefrom, the undersigned Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct, and they are hereby incorporated herein and made a part of this Agreement by this reference.
2. Grant of Easement. Macartney hereby declares and grants, for the use and benefit of the McDaniels Property, an exclusive, perpetual easement ("Easement") over, under, and across that portion of the Macartney Property that is depicted on **Exhibit A** and described on **Exhibit B**, attached hereto and incorporated herein ("Easement Area").
3. Purpose and Use of Easement Area. McDaniels and McDaniels' tenants, guests, invitees, family members, agents, representatives, successors, heirs, and assigns shall have the exclusive right to use the Easement Area for landscaping, storage, and general residential purposes; *provided, however*, that McDaniels shall not install any structures, improvements, or vegetation which in any way damage or materially interfere with the Fence.
4. Maintenance and Use Costs. McDaniels shall pay all costs to maintain, repair, and/or replace the landscaping and other improvements located in the Easement Area. The Parties and their successors in interest each shall have the right to paint, stain, sand, or otherwise maintain their side of the Fence so long as said modifications do not damage the Fence or threaten its structural integrity, and the other Party cannot see said modifications from their side

of the Fence (for example, in the event a Party painted their side of the Fence purple, said Party would need to ensure that the purple paint is only visible on their side of the Fence).

5. Removal and Automatic Termination. In the event the Fence deteriorates and needs replacing, this Easement shall, upon removal of the Fence, immediately terminate. In the event that the Fence is ever removed for any reason, even temporarily for replacement, this Easement shall immediately terminate and any rights granted to the Grantee over the Easement Area shall cease. Any new or replacement fence shall be properly placed on the McDaniels' Property according to the boundary and topographic survey performed by John Semfau on October 7, 2022, as depicted on attached Exhibit A.

6. Covenant Running with the Land. The Easement created herein shall run with the land and shall inure to the benefit of and be binding on the Parties and their respective successors, heirs, and assigns, subject to the termination provisions above.

7. Limited Release. Notwithstanding the Easement, McDaniels hereby quitclaims and conveys to Macartney any and all claims, title, or interest McDaniels may have to any portion of the Macartney Property. McDaniels acknowledges and agrees that McDaniels' past, current, and future uses of the Easement Area (and that of any prior owners of the McDaniels Property) do not constitute and shall not constitute an adverse use in support of a claim of ownership of the Easement Area or any other portion of the Macartney Property by adverse possession or similar theory at law or in equity.

8. Indemnification. McDaniels shall indemnify, defend, and hold Macartney and their heirs, successors, and assigns harmless from any and all costs, liabilities, losses, damages, expenses, causes of action, claims, or costs, including reasonable attorneys' fees and costs, arising from or related in any way to the use, occupancy, maintenance, repair, and/or reconstruction of the Easement Area by McDaniels and/or their tenants, guests, invitees, family members, agents, and representatives.

9. Enforcement. In the event of any conduct inconsistent with the rights and obligations created by this Agreement, the Parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of competent jurisdiction. The Parties agree that, in the event of any conduct inconsistent with the rights and obligations created by this Agreement, damages are likely to be an inadequate remedy. The Parties therefore consent to injunctive relief.

10. Attorneys' Fees. In the event either Party retains an attorney to enforce the provisions or terms of this Agreement, the non-prevailing Party (or Party in breach) shall reimburse the substantially prevailing Party (or non-breaching Party) their reasonable attorneys' fees and costs, whether or not court action is instituted to resolve the dispute, and whether the fees and costs were incurred before, during, or after trial, on appeal, in bankruptcy, or in collection and enforcement of a judgment.

11. Severability. If any part of this Agreement, or any part of any provision hereof, shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be void or invalid shall be effective and valid without reference to the part or portion so adjudicated.

12. Captions. The captions in this Agreement have been inserted for convenience and reference purposes only. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the provisions of this Agreement.

13. Waiver. Neither Party's waiver of the breach of any provision of this Agreement shall be construed as a waiver of the breach of any other provision or as a waiver of a subsequent breach of the same provision.

14. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede all prior agreements and understanding between the Parties relating to the subject matter of this Agreement. This Agreement may not be amended, modified, or revoked except by means of a written document executed by all the Parties or their respective heirs, successors, or assigns.

15. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument.

16. Independent Counsel. Each Party represents that they have had a full and fair opportunity to review this Agreement with independent counsel of said Party's own choosing before signing this Agreement. Rachel L. Merrill of Hanson Baker Ludlow Drumheller P.S. represents Macartney and _____ represents McDaniels.


17. Exhibits. The following Exhibits are attached to and made part of this Agreement:

EXHIBIT A: Survey

EXHIBIT B: Legal Description of Easement Area

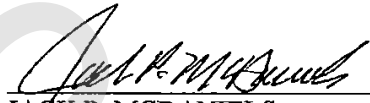
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year last below written.

GRANTORS:



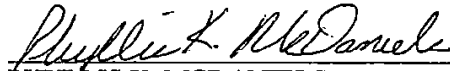
JOHN R. MACARTNEY
Date: 1/6/26

GRANTEE:



JACK P. MCDANIELS

Date: 12/17/2025



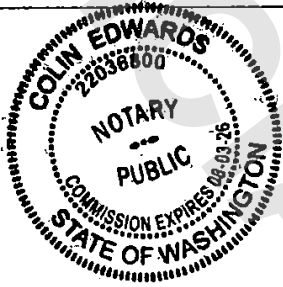
PHYLLIS K. MCDANIELS

Date: 12/17/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on the 6th day of January, ²⁰²⁶~~2025~~ before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came John R. Macartney personally known or having presented satisfactory evidence to be the individual described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

	<p><u>CE</u> Print Name: <u>Colin Edwards</u> Notary Public in and for the State of Washington, residing at <u>Redmond</u> Expiration Date: <u>08/03/2026</u></p>
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THIS IS TO CERTIFY that on the 17 day of December, 2025,
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Jack P. McDaniels and Phyllis K. McDaniels, husband and wife, personally known or
having presented satisfactory evidence to be the individuals described in and who executed the
within instrument, and acknowledged that they signed the same as their free and voluntary act
and deed for the uses and purposes therein mentioned.

Kelli A. Mayo
Notary Public
State of Washington
 My Appointment Expires 6/19/2029
 Commission Number 49186

Print Name: Kelli Mayo
Notary Public in and for the
State of Washington, residing at
Sedro Woolley
Expiration Date: 6/19/29

SURVEY

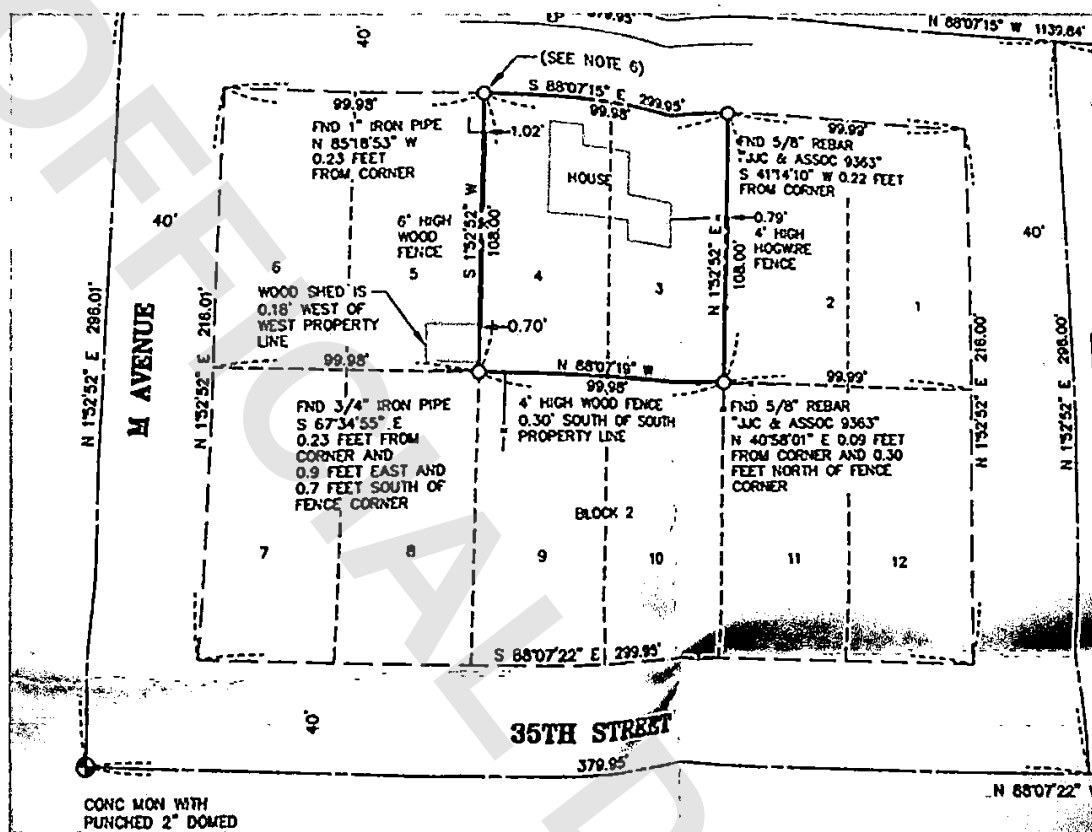


EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

PROPERTIES INVOLVED IN THE EASEMENT AGREEMENT:

THE JOHN MACARTNEY PROPERTY, PARCEL NUMBER 57084, LOTS 3 & 4, BLOCK 2, "CHILDS & HAGADORN'S FIRST ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

LEGAL DESCRIPTION OF PROPERTY ENCROACHING ON ABOVE PROPERTY

JACK AND PHYLLIS MCDANIELS, PARCEL NUMBER 57086, LOTS 5 & 6, BLOCK 2, "CHILDS & HAGADORN'S FIRST ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

DISCRIPTION OF EASEMENT AREA

THE EASEMENT AREA IS WEDGE SHAPED WITH THE POINT OF THE WEDGE LOCATED AT THE SOUTHWEST CORNER OF LOT 4 WHERE THE WEST PROPERTY LINE (S 1*52'52" W) AND THE SOUTH PROPERTY LINE (N 88*07'019" W) MEET.

THE NORTH END OF THE EASEMENT AREA WHERE THE WEST PROPERTY LINE (S 1*52'52") AND THE NORTH PROPERTY LINE (S 88*07'15" E) MEET AND WHERE THE WEST PROPERTY LINE IS ENCROACHING 1.3' TO THE EAST AT THE NORTH END OF LOT 3, AS DISCRIBED IN EXIBIT A IN THE NOTES OF THE SURVEY RECORDED ON OCTOBER 7. 2022 AND EXECUTED BY SEMRAU ENBINEERING & SURVEYING.