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Skagit County Auditor

\$75.00

11/25/2015 Page

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3 3:57PM

STATE OF WASHINGTON

ORIGINAL

COUNTY OF SKAGIT

ENCROACHMENT EASEMENT

This Agreement made this 17th day of November, 2015, by MICHELLE A. MCCALLUM (Hereinafter "Grantee") and EQUITY TRUST CO., custodian FBO, FRANK COOK IRA (Hereinafter "Grantors"), all of Skagit County, Washington.

CHICAGO TITLE

STATEMENT OF FACTS

620025453

1. Grantee is the owners of that real property located at 19667 Silver Creek Drive, Sedro-Woolley, WA 98274 (described as TRACT 23, of SKAGIT COUNTY SHORT PLAT NO 108-76, recorded under Skagit County Auditor's Recording #846420. **P48920**
2. Grantors is the owner of the adjacent TRACT 22, of SKAGIT COUNTY SHORT PLAT NO. 108-76, recorded under Skagit County Auditor's Recording #846420. **P48919**
3. A recorded survey by SKAGIT SURVEOYS & ENGINEERS-JOHN L. ABENROTH, PLS, Registered Land Surveyor, dated November 16, 1999, and filed under Skagit County Auditor's file #200007260101, disclosed that a portion of a manufactured home and adjoining concrete pad primarily located on Grantee's property encroaches onto Grantors' property by approximately 15.40 feet at its worst point, according to the survey referenced above which is attached to this Easement Agreement
4. Grantee and Grantors have agreed that the encroachment is to remain in the present location under the terms and conditions set forth herein.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 25 2015

Easement Agreement – page 1

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

AGREEMENT

Therefore, Grantors hereby grant and convey to Grantees, their heirs, successors and assigns as owners of the property described as Tract 22, of said short plat #108-76, an easement to allow the encroaching portion of the existing manufactured home and adjoining concrete pad to remain in its present location. The easement shall be over that portion of Grantor's property that is encroached by the manufactured home and concrete pad as reflected in said survey and attached as Exhibit A hereto. This easement is granted upon the following terms and conditions:

1. This easement is granted to allow the above referenced encroachment to remain in its present location. Grantees shall not erect any other improvement in the easement area and shall use the easement area only to allow the encroaching portion of the said manufactured home and concrete pad to remain in its present location.
2. If the encroaching portion of said manufactured home and concrete pad is ever destroyed or substantially damaged or if Grantees ever voluntarily replace or rebuild said home and pad, they shall replace or rebuild it entirely on Grantee's property, in which case this easement shall terminate as to the improvement replaced.
3. In the case of termination of easement as set forth above, Grantee agrees to execute any documents acknowledging the partial or complete termination of this agreement.
4. This easement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.
5. This easement shall automatically terminate upon the execution of a mutually accepted Boundary Line Agreement.

Grantee has executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this agreement that Grantors will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantee's manufactured home and concrete pad onto their property.

Signed and sealed as of the date first written above.

Grantors:

11/18/15 Frank Cook

Grantee:

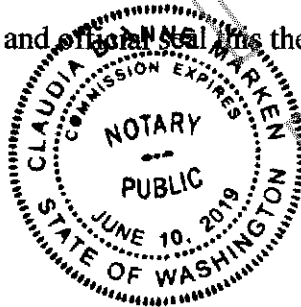
11/17/15 Michelle McCallum

STATE OF WASHINGTON

COUNTY OF SKAGIT

I, a Notary Public of the County and State aforesaid, do hereby certify that
Michelle McCallum did personally appear before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17th day of November, 2015.



Claudia Dianne Markham
Notary Public
My Commission Expires: 6/10/19

STATE OF WASHINGTON

COUNTY OF SKAGIT

I, a Notary Public of the County and State aforesaid, do hereby certify that
Frank P Cook did personally appear before me this day and acknowledged the
due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of November.



Kenneth B. Davis
Notary Public
My Commission Expires: 11/28/2016