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Skagit County Auditor \$151.00
8/22/2016 Page 1 of 6 11:13AM

AFTER RECORDING, RETURN TO:

Tony and Sondra Kyle
17241 Samish Heights Road
Bow, WA 98232

DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

GRANTORS: KENNETH LASSESEN and LAUREN LASSESEN,
husband and wife;

GRANTEES: TONY KYLE and SONDR A KYLE, husband and wife;

LEGAL DESCRIPTION: A portion of the South Half of the Southwest Quarter of the
Southeast Quarter, lying West of the County Road, in
Section 1, Township 36 North, Range 3 East, W.M.
See below for full legal description.

ASSESSOR'S PROPERTY
TAX PARCEL NOS: P47569

THIS AGREEMENT is made this 8 day of August, 2016, by and
between KENNETH LASSESEN and LAUREN LASSESEN, husband and wife ("Grantors"),
and TONY KYLE and SONDR A KYLE, husband and wife ("Grantees").

RECITALS

WHEREAS, Grantors are the owners of the property described in a Deed recorded under
Skagit County Auditor's File No. 200502010119, recorded February 1, 2005, in Skagit County,
Washington;

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 22 2016

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

WHEREAS, Grantees are the owners of contiguous property described in a Deed recorded under Skagit County Auditor's File No. 201311180069, recorded November 18, 2013, in Skagit County, Washington;

WHEREAS, Grantees desire the non-exclusive right, privilege and authority to access, use, traverse, and improve a portion of parcel P47569, to be used as a driveway for purposes of ingress and egress to contiguously situated property to the north (P47567); and

WHEREAS, Grantors desire to convey and grant to Grantees, its successors, assigns, and permittees, the non-exclusive right, privilege, and authority to access, use, traverse, and improve a portion of parcel P47569, to be used and maintained as a driveway as described below.

The parties covenant and agree as follows:

1. Easement Grantors hereby convey and quit claim to Grantees, its successors, assigns, and permittees, an Easement (the "Easement") for the non-exclusive right, privilege and authority to access, use, traverse, and improve a portion of parcel P47569, to be used as a driveway for purposes of ingress and egress to contiguously situated property to the north (P47567). Said Easement is legally described as follows:

An easement for ingress and egress over a portion of the South Half of the Southwest Quarter of the Southeast Quarter, lying West of the County Road, in Section 1, Township 36 North, Range 3 East, W.M., more particularly described as follows:

Beginning at a point on the Westerly Margin of Lake Samish Road at its intersection with the North line of said South Half of the Southwest Quarter of the Southeast Quarter of Section 1;
thence South $12^{\circ}51'42''$ East along said Westerly Margin a distance of 109.74 feet to the beginning of a non-tangent curve to the left, having a central angle of $156^{\circ}20'51''$, a radius of 10.00 feet, an arc length of 27.29 feet and a chord bearing South $88^{\circ}57'53''$ West a distance of 19.58 feet;
thence South $10^{\circ}47'28''$ West tangent to said curve a distance of 239.59 feet;
thence South $13^{\circ}55'34''$ West a distance of 80.01 feet to a lot corner lying South $89^{\circ}37'16''$ West 200.00 feet from the west margin of said Lake Samish Road ;
thence South $15^{\circ}13'46''$ West a distance of 107.63 feet;
thence South $23^{\circ}53'21''$ West a distance of 46.59 feet;
thence South $44^{\circ}18'49''$ West a distance of 33.59 feet;
thence South $72^{\circ}26'29''$ West a distance of 38.39 feet;
thence North $79^{\circ}00'43''$ West a distance of 42.58 feet;
thence North $50^{\circ}23'47''$ West a distance of 43.75 feet;
thence North $39^{\circ}36'13''$ East a distance of 30.00 feet;
thence South $50^{\circ}23'47''$ East a distance of 5.10 feet to the beginning of a tangent curve to the left, having a central angle of $137^{\circ}54'04''$, a radius of 10.00 feet, and

an arc length of 24.07 feet;
thence North 8°17'52" West tangent to said curve a distance of 541.43 to a point lying on said North line of the South Half of the Southwest Quarter of the Southeast Quarter of Section 1, said point South 89°40'01" West a distance of 280.80 feet from the point of beginning;
thence North 89°40'01" East along said North line a distance of 30.29 feet;
thence South 8°17'52" East a distance of 534.17 feet to the beginning of a tangent curve to the left, having a central angle of 147°48'47", a radius of 25.00 feet, and an arc length of 64.50 feet;
thence North 23°53'21" East tangent to said curve a distance of 24.53 feet;
thence North 15°13'56" East a distance of 104.79 feet;
thence North 13°55'34" East a distance of 79.07 feet;
thence North 10°47'28" East a distance of 342.29 feet to a point lying on said North line of the South Half of the Southwest Quarter of the Southeast Quarter of Section 1;
thence North 89°40'01" East along said North line a distance of 5.23 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

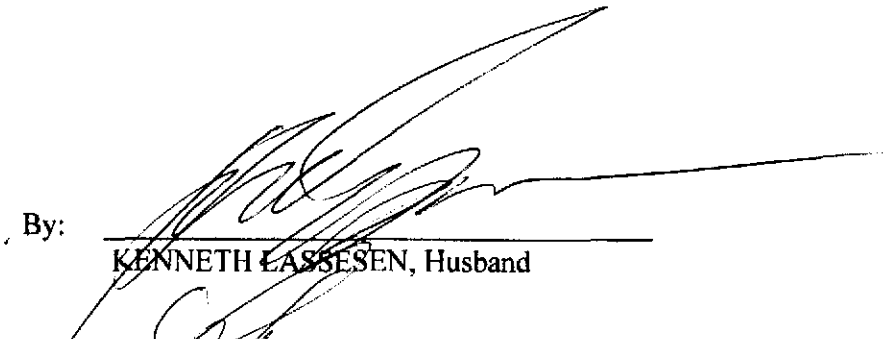
2. Construction, Maintenance and Operation. During the 1-year period immediately following recording of this Easement, the maintenance, improvement, and operation of said Easement shall be the sole responsibility and at the sole expense of Grantees; PROVIDED, that Grantors covenant and agree to indemnify and hold Grantees harmless from any and all loss, damage, or injury caused by or arising out of Grantors' access and/or use of said Easement. After the initial 1-year period, the maintenance, improvement, and operation of the Easement shall become the joint responsibility of Grantors and Grantees and all maintenance-related costs shall be borne equally by both Grantees and Grantors; PROVIDED, that the portion of the Easement beginning at the northward fork off of the existing driveway to the southern boundary of parcel P47567 shall continue to be the sole responsibility of the Grantors. If at any time the Grantors or Grantees propose changes or improvements to the existing driveway or addition or improvement of any new driveway surface within the boundaries of the Easement, such changes, improvements, or additions shall be constructed or implemented only upon joint consent of both Grantors and Grantees, and all required permits shall be signed jointly by Grantors and Grantees and submitted accordingly to Skagit County Planning and Development or other appropriate permitting authority.

3. Term of Easement. This Easement shall be perpetual and is intended by Grantors to run with the land.

4. Consideration. The consideration for this Easement Agreement shall be the mutually beneficial terms and conditions identified herein.

GRANTORS:

By:


KENNETH LASSESEN, Husband

By:



LAUREN LASSESEN, Wife

GRANTEES:

By:


TONY KYLE, Husband

By:

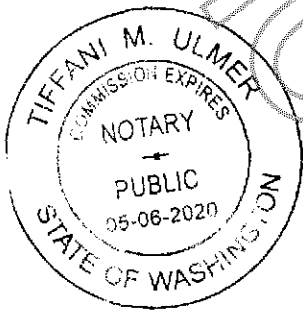

SONDRA KYLE, Wife

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 20th day of August, 2016, before me personally appeared KENNETH LASESSEN, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



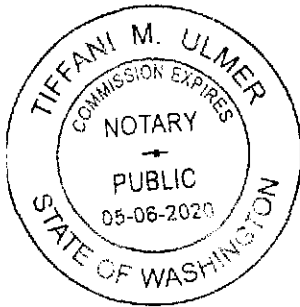
Signature: Tiffani M. Ulmer
Print Name: Tiffani M. Ulmer
Notary Public for Washington
Residing in: Mount Vernon
My Appointment Expires: 05/06/2020

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 20th day of August, 2016, before me personally appeared LAUREN LASSESEN, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



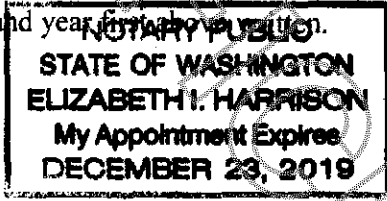
Signature: Tiffani M. Ulmer
Print Name: Tiffani M. Ulmer
Notary Public for Washington
Residing in: Mount Vernon
My Appointment Expires: 05/06/2020

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 8th day of August, 2016, before me personally appeared TONY KYLE, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



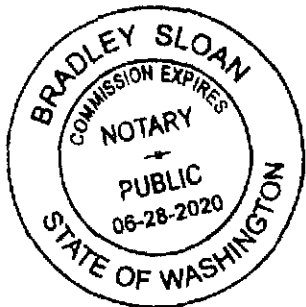
Signature: [Handwritten Signature]
Print Name: Elizabeth Harrison
Notary Public for Washington
Residing in: Bellingham
My Appointment Expires: 12-23-19

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this 8 day of August, 2016, before me personally appeared SONDRA KYLE, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: [Handwritten Signature]
Print Name: Bradley Sloan
Notary Public for Washington
Residing in: Mount Vernon
My Appointment Expires: 6-28-20