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Skagit County Auditor
11/22/2016 Page

1 of

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\$77.00
3:57PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 22 2016

Amount Paid \$
Skagit Co. Treasurer

By *ndm* Deputy

**EAST HALF LOTS 11-12 AND WEST HALF LOTS 11-12
ROAD AND UTILITIES EASEMENT AGREEMENT**

This Agreement is entered into this 13th day of November, 2016 by and between Shannon M. Villani, hereinafter referred to as "SHANNON VILLANI," and Kimberly B. Villani and, Shannon M. Villani hereinafter referred to as "VILLANIS."

RECITALS

WHEREAS, SHANNON VILLANI is the sole and exclusive owner of the following described real property located in the County of Skagit, State of Washington, to-wit:

Lot 13, Block 5, Plat of Alger recorded in Volume 4 or Plats, page 9 of records of Skagit County, Washington, (hereinafter " Lot 13")(Skagit County Tax Account and Parcel Numbers 4042-005-013-0006/P70398)

WHEREAS, VILLANIS are the sole and exclusive owners of the following described real properties located in the County of Skagit, State of Washington, to-wit:

That portion of lots 11 and 12, Block 5, "Plat of Alger, Skagit County, Washington," as per the map thereof, recorded in Volume 4 or Plats, Page 9, in the Auditor's Office of said County and State.

Except that portion of Lot 11 conveyed to the State of Washington by deed dated August 31, 1932 and recorded October 1, 1932 under Auditor's File No. 253009, Records of Skagit County Washington.

More particularly described as follows:

Commencing at the Southwest corner of last Lot 11 and the Easterly right of way margin of Old Highway 99; thence north 80 deg. 18 min. 34 sec. East along the South line of said lot, 274.80 feet; thence North 34 deg. 6 min. 52 sec. West along said North line, 196.19 feet to intersect the North line of said Lot 12; thence South 86 deg. 54 min. 33 sec. West along said North line, 267.63 feet to intersect said Easterly right of way margin to a point on a curve concave to the Northeast of 2,880.00 feet; thence Southeasterly along a curve to the Left, through a central angle of 3 deg. 38 min. 11 sec. for an arc distance of 182.79 feet to the point of the beginning.

Subject to matters of record.

Containing 1.00 acres, more or less.

Hereinafter "West Half Lots 11&12" (Skagit County Tax Account and Parcel Numbers _____ / _____).

And,

That portion of lots 11 and 12, Block 5, "Plat of Alger, Skagit County, Washington," as per the map thereof, recorded in Volume 4 or Plats, Page 9, in the Auditor's Office of said County and State.

More particularly described as follows:

Commencing at the Southeast corner of said Lot 11; thence South 89 deg. 18 deg. 34 sec. West along the South line of said lot, 249.66 feet; thence North 34 deg. 06 min. 52 sec. West, 196.19 feet to intersect the North line of said Lot 12; thence North 86 deg. 54 min. 33 sec. East, 259.75 feet to the Northeast corner of said Lot 12; thence South 30 deg. 02 min. 37 sec. East along the Easterly line of said Lots, 200.34 feet to the point of beginning.

Subject to matters of record.

Containing 1.00 acres, more or less.

Hereinafter "East Half of Lots 11&12" (Skagit County Tax Account and Parcel Numbers _____ / _____).

WHEREAS, there presently exists easements for road, utilities and maintenance which benefits and burdens the East half of Lot 14 and Lot 13 and Lots 11&12 as described in easement documents recorded under Skagit County Auditor's File Nos. 8204010036, 9502210079, 200312030016 and _____ . As applicable, the rights and duties of these references are incorporated herein by reference.

WHEREAS, portions of East Half Lots 11&12 and West Half Lots 11&12 are presently or may be accessed via Lot 13.

WHEREAS, party SHANNON VILLANI desires to grant new easements extending certain rights and privileges to VILLANIS, owners of East Half Lots 11&12 and West Half Lots 11&12; and VILLANIS agree to undertake certain obligations under aforesaid easements. NOW, THEREFORE,

FOR AND IN CONSIDERATION of the covenants recited herein, and other valuable consideration, it is hereby agreed as follows:

1. SHANNON VILLANI does hereby grant and convey to VILLANIS, their successors, heirs and assigns, the following rights and privileges:


- a. West Half Lots 11&12 Road Ingress and Egress Easement:** The existing 12 foot wide portion for ingress and egress as described in existing easements, ref. Skagit County Auditor's File Nos. 8204010036 and 9502210079, shall be added to as follows: at a point on the Southerly boundary of Lot 13, 120 feet (hereinafter 120 foot reference point) East of the Southwest corner of Lot 13, the Southerly edge of the easement shall be extended to the Southerly boundary of Lot 13, thence the Southerly boundary of the easement shall follow the Southerly boundary of Lot 13 to a point on the Southerly boundary 250 feet Easterly of the Southwest corner of Lot 13, and, now pertaining to the Northerly boundary of the easement, at a point substantially perpendicular from the 120 foot reference point and intersecting the Northerly boundary of the easement, the Northerly boundary of the easement shall angle southerly in a straight line to a point 12 feet substantially perpendicular from a point 156 feet Easterly of the Southwest corner of Lot 13 along the Southerly boundary of Lot 13, thence parallel to the Southerly boundary of Lot 13 to a point substantially perpendicular from a point 228 feet Easterly of the Southwest corner of Lot 13 along the Southerly boundary of Lot 13, thence in a straight line to co-terminate with the Southerly boundary of the easement as described above. Should the owners or other users of Lot 13 use the easement area just described, and from time to time define a path of common use that extends Northerly of the Northerly boundary as described above, the VILLANIS may use the common path as well for accessing portions of the West Half of Lots 11&12. Nothing in this modification, shall limit previously granted rights of ingress and egress. The rights described herein are additive.
- b. West Half Lots 11&12 Retaining Wall Easement:** VILLANIS shall have the right to construct a retaining wall and associated drainage, structural elements and other improvements, including, but not limited to a fence affixed to or adjacent to the retaining wall, within an area extending 3 feet Northerly of the Southerly boundary of Lot 13 from the Southwest corner of Lot 13 to a point 126 feet eastward from the Southwest corner of Lot 13. VILLANIS shall have the duty to maintain said retaining wall and associated improvements and appurtenances in a manner that does not impede normal use of road access by the owners and their invitees of Lots: East Half of Lots 11&12, 13 and East Half of Lot 14. VILLANIS shall have the right to temporarily impede normal use of the road during construction and maintenance as long as all owners and/or residents of the aforementioned lots have been given reasonable notice.
- c. East Half of Lots 11&12 Utilities, and Ingress and Egress Easement:** VILLANIS shall have the right to install underground utilities within a 5 foot wide easement substantially centered in the West Half Lots 11&12 Road Ingress and Egress Easement describe above, with the exception that the utilities easement shall extend beyond a point substantially perpendicular to a point 226 feet Easterly of the Southwest corner of Lot 13 along the Southerly boundary of Lot 13, thence substantially parallel to and/or converging upon the Southerly boundary of Lot 13 so as to have the utilities cross onto the East Half of Lots

11&12 between points 267.63 feet and 275 feet Easterly of the Southwest corner of Lot 13. Alternatively, from the previously mentioned point substantially perpendicular to a point 226 feet Easterly of the Southwest corner of Lot 13 along the Southerly boundary of Lot 13, the utilities easement may turn southerly to cross the Southerly boundary of Lot 13 at a point on the Southerly boundary between 228 feet and 267.63 Easterly of the Southwest corner of Lot 13 along the Southerly boundary of Lot 13, if sufficient permission is acquired from the owners of West Half Lots 11&12. Further, the VILLANIS shall have the right to use the West Half Lots 11&12 road ingress and egress easement described above to install, maintain and repair any utilities placed within the utilities easement. Following any installation, maintenance or repair activity within the utilities easement, the VILLANIS shall return any disturbed surroundings to a reasonable approximation of the condition they were in prior to the activity including: driveways, landscaped areas and areas of natural vegetation.

2. Should East Half and West Halves of Lots 11-12, 13, and East Half of Lot 14 be subdivided, then the owners of the newly created parcels or lots shall have all the easement rights and duties of the original undivided lots as necessary to continue the quiet enjoyment and utility of their parcels or lots.
3. The terms and provisions of this agreement and grant of easement shall binding upon and inure to the benefit of the owners, theirs successors and assigns, of the above-described real properties, and shall run with the land.

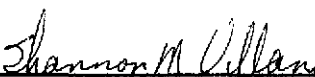
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.


Grantor:



Shannon M. Villani

Grantees:



Shannon M. Villani


Kimberly B. Villani

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know and have satisfactory evidence that Shannon M. Villani signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes in this instrument.

Dated this 13th day of November, 2016

Pamela J. Fralick
PAMELA J. FRALICK
COMMISSION EXPIRES
NOTARY PUBLIC
PUBLIC Pamela J Fralick
1-28-17 (print name)
My Appointment Expires: 1/28/17

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know and have satisfactory evidence that Kimberly B. Villani signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes in this instrument.

Dated this 13th day of November, 2016

Pamela J. Fralick
PAMELA J. FRALICK
COMMISSION EXPIRES
NOTARY PUBLIC
PUBLIC Pamela J Fralick
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