



**201809210108**

09/21/2018 02:57 PM Pages: 1 of 9 Fees: \$206.00  
Skagit County Auditor

Return to: Marc Holder  
33062 Deer Park Lane  
Mt. Vernon, WA 98274

Document Title:

AGREEMENT RE PARKING EASEMENT AND RECIPROCAL DOCK EASEMENT

Reference Number :

Grantor(s):

additional grantor names on page 1.

1. Holder, Marc R.
2. (Sissons) Howard, Joanna M.

Grantee(s):

additional grantee names on page 1.

1. Holder, Marc R.
2. (Sissons) Howard, Joanna M.

Abbreviated legal description:

full legal on page(s) 1.

Holder Property: LAKE CAVANAUGH SUB DIV 3 LOT 94 BLK 1 EXC THE W 10FT OF THE S 75FT,  
SKAGIT COUNTY, WA

Howard Property: LAKE CAVANAUGH SUB DIV 3 LOT 93 & W 10FT OF S 75FT LOT 94 BLK 1, SKAGIT  
COUNTY, WA

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page 2.

P66867 / 3939-001-094-0005 (Holder); P66866 / 3939-001-093-0014 (Howard)

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33062 Deer Park Lane  
Mt. Vernon, WA 98274

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 21 2018

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

Title: **AGREEMENT RE PARKING EASEMENT AND  
RECIPROCAL DOCK EASEMENT**

Grantor(s) RE Reciprocal Dock Easement:  
Marc R. Holder, a single man, and Joanna M. (Sissons) Howard, a single woman

Grantee(s) RE Reciprocal Dock Easement:  
Marc R. Holder, a single man, and Joanna M. (Sissons) Howard, a single woman

Grantor(s) RE Parking Easement: Joanna M. (Sissons) Howard, a single woman

Grantee(s) RE Parking Easement: Marc R. Holder, a single man

Legal Descriptions: **“Holder Property”** (Street Address: 33062 Deer Park Lane, Mt. Vernon, WA 98201) that is both subject to and benefited by the Reciprocal Dock Easement and is benefited by the Parking Easement:

Lot 94, Block 1, Lake Cavanaugh Subdivision, Division No. 3, as per plat recorded in Volume 6 of Plats, Pages 25 through 31, inclusive, records of Skagit County, Washington; Except the West 10 feet of the South 75 feet thereof.

**“Howard Property”** (Street Address: 33058 Deer Park Lane, Mt. Vernon, WA 98201) that is both subject to and benefited by the Reciprocal Dock Easement and is subject to the Parking Easement:

Lot 93 and the West 10 feet of the South 75 feet of Lot 94, Block 1, Lake Cavanaugh Subdivision, Division No. 3, as per plat recorded in Volume 6 of Plats, Pages 25 through 31, inclusive, records of Skagit County, Washington

Additional Legal Description at page \_\_ of this document.

Parcel Nos: P66867 (Holder Property)  
P66866 (Howard Property)

Assessor's Tax Nos.: 3939-001-094-0005 (Holder Property)  
3939-001-093-0014 (Howard Property)

1. **NAME OF THE OWNERS**

- a. Owner of **Holder Property** – Marc R. Holder
- b. Owner of **Howard Property** – Joanna M. (Sissons) Howard, a single woman

2. **RECIPROCAL DOCK EASEMENT:**

a. Recitals

Marc R. Holder and Joanna M. (Sissons) Howard, represent and affirm:

- (i) That they are owners of the two (2) adjacent properties described above (**Holder and Howard Properties**),
- (ii) That these properties presently have constructed and maintained upon them a shared dock used by both parties and intended for the benefit of both properties.
- (iii) That they agree that such dock, pursuant to the terms this Reciprocal Dock Easement shall continue to be maintained upon the properties in question until such time, if ever, that the then owners of the properties jointly agree to formally rescind or revise this Agreement.
- (iv) That they wish to hereby create reciprocal easements on **Holder Property and Howard Property** that will benefit and burden each of the two properties for purposes of using and maintaining the dock and to provide convenient ingress, egress over and upon each of the properties for using and maintaining the dock in accordance with the terms of this Agreement.

b. Grant of Reciprocal Dock Easement

- (i) Grantors hereby establish, grant and convey a non-exclusive easement across, over and upon the dock in question as well as areas immediately adjacent to the dock that are reasonably necessary to conveniently access the dock, maintain the dock and enjoy its use by the current and future owners of **Holder Property and Howard Property**, their guests and their water craft.

- (ii) The dock in question is situated so that it would straddle the property line between the **Holder and Howard Properties** if that line were extended out into the lake and is depicted in the attached **Exhibit A** as it was configured prior to two of its sections being reduced in size (from 8' x 50' to 8' x 26' as to one section and from 24' x 30' to 24' x 28' as to the other) in accordance with conditions set forth in the 1995 permit issued by the Skagit County Planning Department under Application No. SHL 94-034.
- (iii) The rights granted in this Reciprocal Easement Agreement shall be for the benefit of and be appurtenant to both **Holder and Howard Properties** and the burdens imposed by this Reciprocal Easement shall encumber and permanently attach to both **Holder and Howard Properties**.

c. Use of Easement

- (i) Owners of **Holder and Howard Properties** and their respective guests and invitees may use the dock at all times.
- (ii) The owner of **Holder Property** shall have the exclusive use of the mooring slip located along the narrow neck of the dock on the **Holder Property** side of the dock, and the owner of **Howard Property** shall have the exclusive use of the mooring space located along the narrow neck of the dock on the opposite (**Howard Property**) side of the dock.
- (iii) All other areas of the dock shall be shared by both owners and their respective guests and invitees. The parties shall show due respect for each other's usage rights and reasonable expectations and cooperate in scheduling/planning events and gatherings that will or might impact the other party's dock usage.

d. Maintenance and Repair of Dock

- (i) All expenses associated with the maintenance and repair of the dock shall be shared equally between the owners of **Holder and Howard Properties**.

e. Liability Hold Harmless and Release

The owners (present and future) of the **Holder and Howard Properties** (as "Indemnitor") agree to release, defend, indemnify and hold harmless the owners (present and future) of the other Property (as "Indemnitee") from any claims based upon negligence or breach of contractual duties made against the Indemnitee by the Indemnitor or any relatives, guests or invitees of the Indemnitor, which claims arise out of the use, maintenance or operation of the dock or the easement area within which it is located.

3. **PARKING EASEMENT:**

a. Recitals

Marc R. Holder and Joanna M. (Sissons) Howard, represent and affirm:

- (i) That they are owners of the two (2) adjacent properties described above (**Holder and Howard Properties**),
- (ii) The purpose of this Parking Easement is to provide to Grantee the right to park vehicles on **Howard Property**.

b. Grant of Parking Easement

- (i) The Grantor grants and conveys to Grantee an easement over and upon the following described portion of Grantor's property (**Howard Property**) for purposes of parking vehicles on the **Howard Property**:

Description: As depicted in attached **Exhibit B** a rectangular area on the **Howard Property** extending 28' along the eastern boundary of the **Howard Property** having a width of 14' with this rectangular area's northeast corner being situated on the **Howard Property's** eastern boundary line 45' from the northeast corner of the **Howard Property** and this rectangular area's closest point to the existing garage on **Howard Property** lying 9' from the southeast corner of the said garage.

- (ii) The rights granted in this Easement Agreement shall be for the benefit of and be appurtenant to **Holder Property** owned by Grantee.

c. Improvements and Maintenance (Parking Easement)

Grantee shall have the right, but not the obligation, to pave, gravel or otherwise improve the easement area for the exclusive purpose of providing a convenient parking area. Grantee shall, however, at all times maintain the easement area in a neat and presentable condition and keep any parking-related improvements in good repair.

Grantor shall have no responsibility to maintain, repair or improve the said easement area.

4. **BINDING EFFECT:**

- (i) The easements granted hereunder shall be permanent and perpetual, and the

provisions of this Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns with all rights and obligations hereunder to run with the land.

- (ii) The termination of an ownership interest in the lot or lots affected by this easement shall terminate all obligations of the former owner, but such obligations shall be binding on the transferee or other successor in interest in accordance with subparagraph (i) above; provided, however, that the former owner shall remain responsible (in addition to the transferee or successor) for monetary obligations that arose prior to such termination.

**5. GOVERNING LAW**

This Agreement shall be governed and construed under the laws of the State of Washington. In the event of any litigation to enforce or interpret the rights and obligations set forth herein, the substantially prevailing party shall be entitled to an award of reasonable costs, expenses and attorneys' fees incurred in the trial court and on appeal.

**6. COMPLETE AGREEMENT**

This Agreement incorporates and constitutes the complete agreement of the parties and may be modified only in writing.

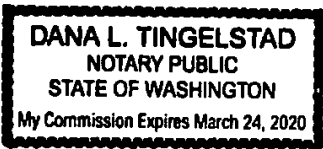
9-14-18  
 Dated \_\_\_\_\_ Marc R. Holder  
 Marc R. Holder

9-14-18  
 Dated \_\_\_\_\_ Joanna M. (Sissons) Howard  
 Joanna M. (Sissons) Howard

STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH) ss.

I, Dana L. Tingelstad, Notary Public in and for the State of Washington, do hereby certify that on this 14<sup>th</sup> day of September, 2018, personally appeared before me Marc R. Holder to me known to be the individual described in and who executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14<sup>th</sup> day of September, 2018.

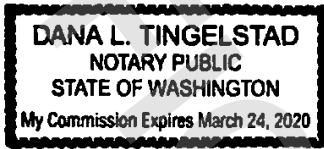


Dana L. Tingelstad (signature)  
Dana L. Tingelstad (typed or printed name),  
 Notary Public in and for the State of Washington;  
 Residing in marysville  
 My commission expires: March 24, 2020.

STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH) ss.

I, Dana L. Tingelstad, Notary Public in and for the State of Washington, do hereby certify that on this 14<sup>th</sup> day of September, 2018, personally appeared before me Joanna M. (Sissons) Howard to me known to be the individual described in and who executed the within instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14<sup>th</sup> day of September, 2018.

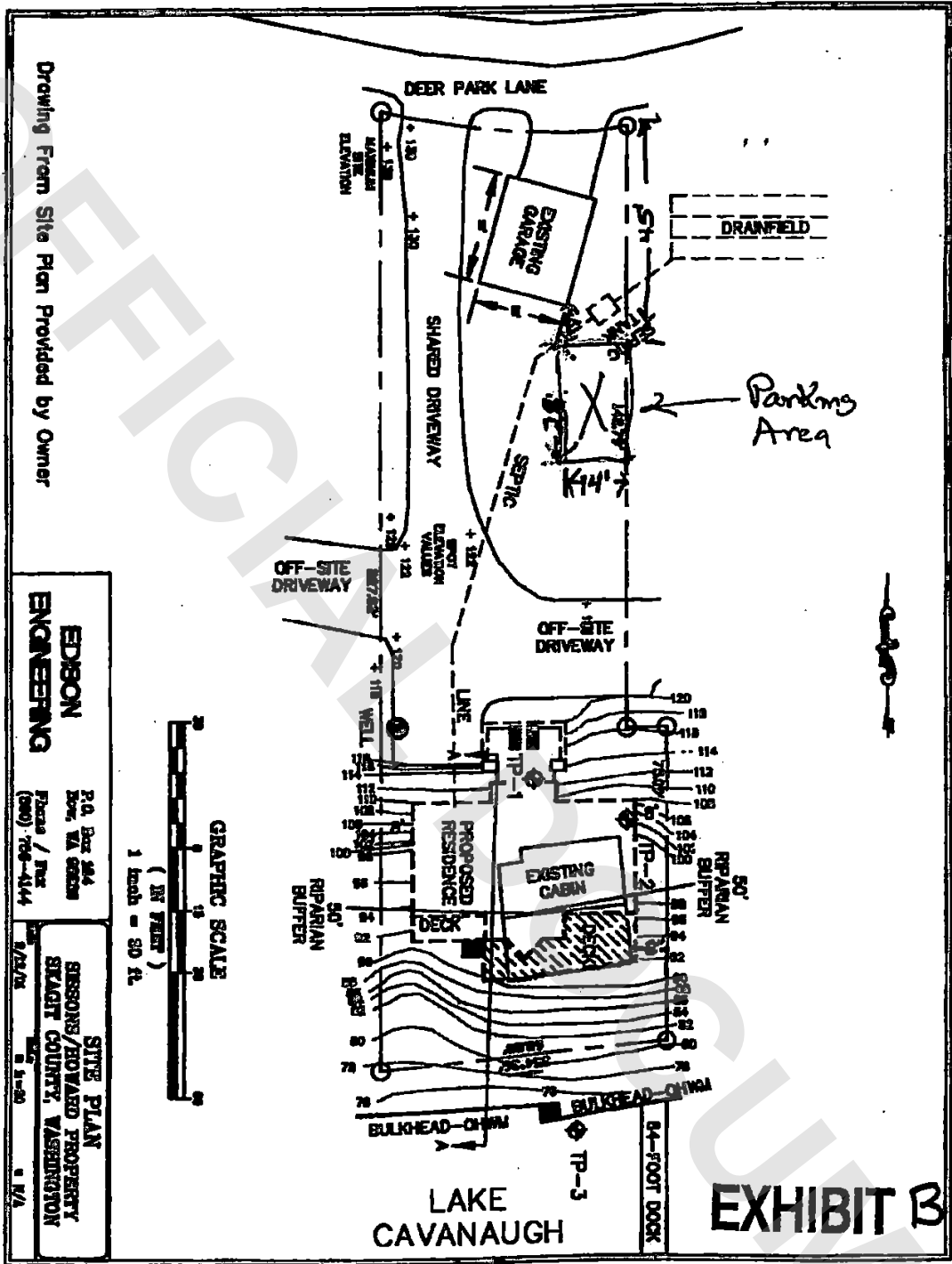


Dana L. Tingelstad (signature)  
Dana L. Tingelstad (typed or printed name),  
Notary Public in and for the State of Washington;  
Residing in Marysville  
My commission expires: March 24, 2020.





Drawing From Site Plan Provided by Owner



**EDISON  
 ENGINEERING**

P.O. Box 244  
 207, VA 22020  
 Phone / Fax  
 (800) 708-4144

**SITE PLAN**  
 SESSIONS/BOVARD PROPERTY  
 STAGIT COUNTY, WASHINGTON  
 8/23/18  
 11-20  
 R/A

**EXHIBIT B**