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07/01/2020 03:43 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

Return to: Joanna Howard
33058 Deer Park Lane
Mt. Vernon, WA 98274

Document Title:

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

Reference Number :

Grantor(s):

additional grantor names on page ___

1. (Sissons) Howard, Joanna M.

2.

Grantee(s):

additional grantee names on page ___

1. Holder, Marc R.

2.

Abbreviated legal description:

full legal on page(s) 1.

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

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

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page 1.

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

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Mt. Vernon, WA 98274

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 01 2020

Amount Paid \$
By [Signature] Skagit Co. Treasurer Deputy

Title: ACCESS AND MAINTENANCE EASEMENT AGREEMENT

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

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

Legal Descriptions: **“Howard Property”** (Street Address: 33058 Deer Park Lane, Mt. Vernon, WA 98201):

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

“Holder Property” (Street Address: 33062 Deer Park Lane, Mt. Vernon, WA 98201):

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.

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

2. ACCESS EASEMENT:

a. Recitals

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

- (i) That they are owners of the two (2) adjacent properties described above (**Holder and Howard Properties**),
- (ii) That the **Holder Property** is currently and has for many years been accessed by an existing shared driveway that lies on the **Howard Property**.
- (iii) That Howard wishes to grant and establish for the benefit of Holder and all future owners of the **Holder Property** the permanent right to utilize the said driveway to access the **Holder Property**. To this end, they wish to hereby create an easement on and over the **Howard Property** to benefit the **Holder Property** for purposes of ingress and egress to the **Holder Property** in accordance with the terms of this Agreement.
- (iv) This Agreement shall not affect or alter the rights granted and obligations set forth in the parties’ previously recorded 2018 Agreement RE Parking Easement And Reciprocal Dock Easement.

b. Grant of Easement

- (i) Grantor (Howard) hereby establishes, grants and conveys a non-exclusive easement across, over and upon the **Howard Property** for purposes of ingress and egress to the **Holder Property**, with such easement rights limited to provide ingress and egress for a only single (but not multiple) residence situated on the **Holder Property**. The easement granted and conveyed hereunder shall also provide ingress and egress for the benefit of the **Holder Property** to the parking area situated on the **Howard Property** referenced in the parties’ previously recorded 2018 Agreement RE Parking Easement And Reciprocal Dock Easement.
- (ii) The rights granted in this Reciprocal Easement Agreement shall be for the benefit of and be appurtenant to the **Holder Property** and the burdens imposed

by this Reciprocal Easement shall encumber and permanently attach to both the **Holder and Howard Properties**.

c. Maintenance and Repair

All reasonable expenses associated with the maintenance and repair of the driveway lying within the easement area shall be shared equally (that is, one-third each) among the owners of **Holder and Howard Properties** and the owner of the property lying directly west of the **Howard Property**, which property is depicted as Lot 92 on the attached **Exhibit 1**. The Lot 92 owner has agreed to share such expenses pursuant to a separately recorded agreement.

Each owner shall pay that owner's share of such expenses promptly to either (a) the other owner(s) if such owner(s) personally incurred or advanced payment of the expense, (b) the person/entity providing the maintenance or repair services in question if that person/entity has not been paid or (c) according to such other arrangement as the owners may agree to in writing.

e. Liability Hold Harmless and Release

The owners (present and future) of the **Holder Property** (as "Indemnitor") agree to release, defend, indemnify and hold harmless the owner (present and future) of the **Howard 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 easement area within which it is located.

3. **LOCATION OF EASEMENT:**

The location of the easement granted hereunder is as follows:

It consists of a 16' wide corridor along the westerly boundary of the **Howard Property** extending from its northwest corner to a point along the western boundary 119' south of that corner at which point it bends to the east at a right angle and gradually tapers from 16' to 11' wide until it reaches the western boundary line of the **Holder Property**.

This easement area is intended by the parties to entirely contain the existing driveway that provides access over the **Howard Property** to the **Holder Property**.

Attached hereto as **Exhibit 1** is a site map that generally depicts the properties in question and the location of the easement area and the driveway it contains.

4. BINDING EFFECT AND ENFORCEMENT:

- (i) The easement and associated obligations established 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 AND ENFORCEMENT

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.

6-26-20 _____ Marc R. Holder
 Dated Marc R. Holder

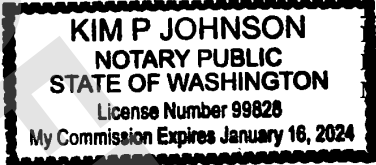
6-26-20 _____ Joanna M. (Sissons) Howard
 Dated Joanna M. (Sissons) Howard

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss.

I, Kim P Johnson, Notary Public in and for the State of Washington, do hereby certify that on this 26th day of June, 2020, 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 26th day of June, 2020.

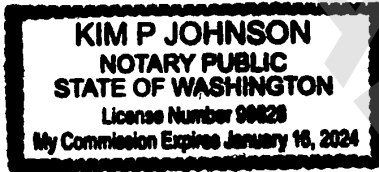


[Signature] (signature)
Kim P Johnson (typed or printed name),
Notary Public in and for the State of Washington;
Residing in Everett
My commission expires: January 16, 2024

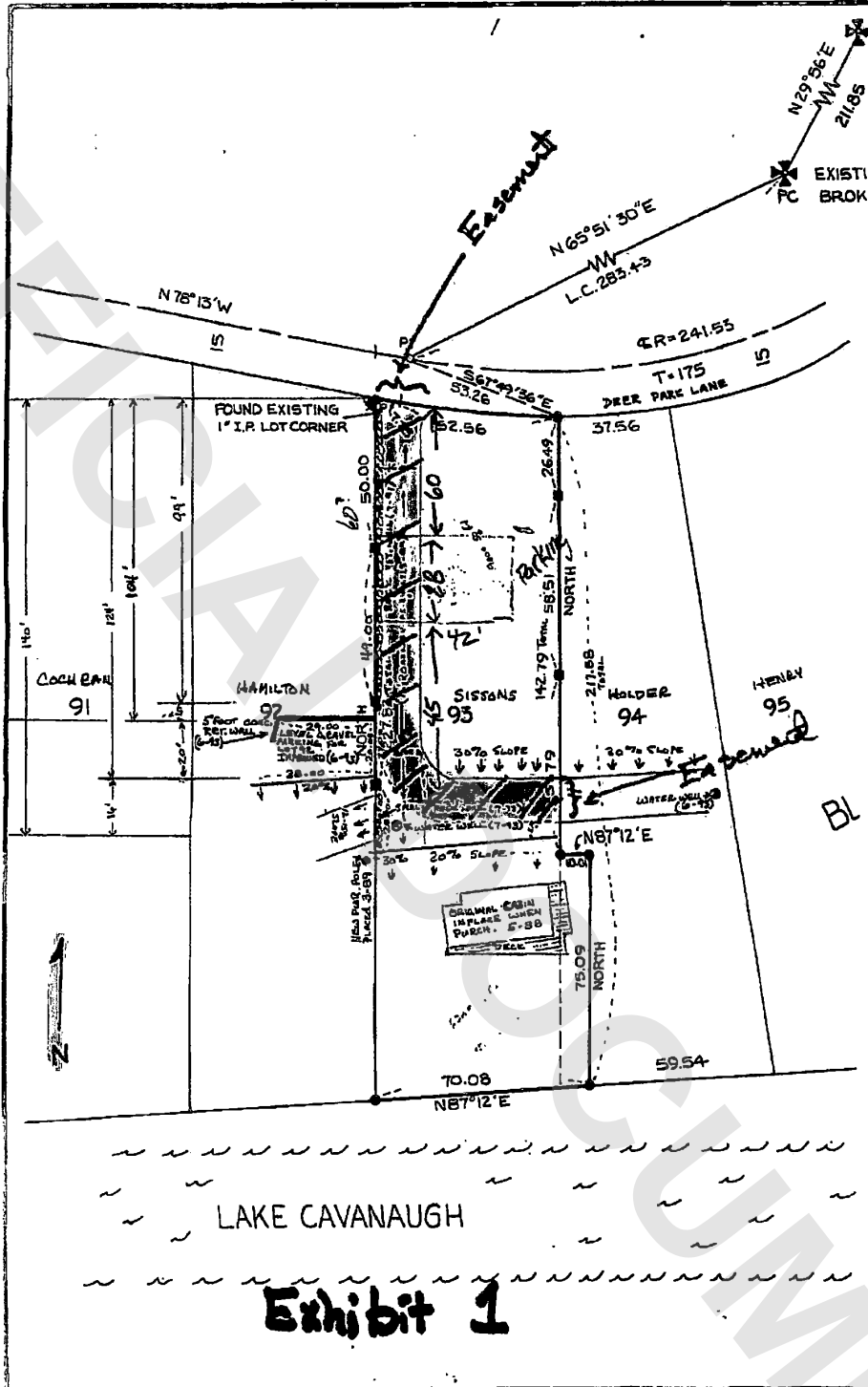
STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss.

I, Kim P Johnson, Notary Public in and for the State of Washington, do hereby certify that on this 26th day of June, 2020, 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 26th day of June, 2020.



[Signature] (signature)
Kim P Johnson (typed or printed name),
Notary Public in and for the State of Washington;
Residing in Everett
My commission expires: January 16, 2024



Dulles 1937
 To Marc Lee 1920
 Parcel Parking 1920
 Garage 572
 Cabin 572
 5691
 37.2% 1100
 1600 1935
 1.79
 43.2%

RECORDER'S CERTIFICATE
 Filed for record this day of 19 at M
 in book of at page at the request of
 LAURENCE E. DYON

SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my
 direction in conformance with the requirements of the Survey Recording
 Act at the request of JOHN OLIVER
 to

Exhibit 1