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Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Jon S. Miller  
14169 Avon Allen Road  
Mount Vernon, WA 98273

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *[Signature]*  
DATE *7-21-20*

**EASEMENT**

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Grantor: JON S. MILLER and LORNA M. ELLESTAD,  
husband and wife  
Grantee: JON S. MILLER and LORNA M. ELLESTAD,  
husband and wife  
Abbreviated Legal: Lot 4 Short Plat #99-0024, AF #200310010080  
Lot 2, Short Plat #99-0024, AF #200310010080  
Additional Legal on pages) 1 & 2  
Assessor's Tax Parcel Nos.: 340530-2-001-0400 / P121029  
340530-2-001-0300 / P121028

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THIS AGREEMENT is made and entered into this 16 day of July, 2020, by JON S. MILLER and LORNA M. ELLESTAD, husband and wife (as "Grantor"), and JON S. MILLER and LORNA M. ELLESTAD, husband and wife (as "Grantee").

**I. DESCRIPTION OF PROPERTY**

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington (the "Burdened Parcel"):

Lot 4 of Short Plat No. 99-0024, recorded October 1, 2003, under Skagit County Auditor's File No. 20031001008. Also known as a portion of Tract 4, Gunderson Meadows Survey Auditor's File No. 8302090038, located in the Northwest ¼ of Section 30, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcel"):

Lot 2 of Short Plat No. 99-0024, recorded October 1, 2003, under Skagit County Auditor's File No. 20031001008. Also known as a portion of Tract 4, Gunderson Meadows Survey Auditor's File No. 8302090038, located in the Northwest ¼ of Section 30, Township 34 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

## **II. GRANT OF EASEMENT**

NOW THEREFORE, THE UNDERSIGNED GRANTOR, JON S. MILLER and LORNA M. ELLESTAD, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantor and Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to JON S. MILLER and LORNA M. ELLESTAD, including any after acquired title, the following described easement for ingress, egress and utilities:

## **III. DESCRIPTION OF EASEMENT**

### **1. Description of Easement**

A perpetual, exclusive easement over, under and across the easement area defined below for ingress, egress, utilities, (including but in no way limited to the purpose of connecting to, installing, maintaining and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas and all other utilities of any nature whatsoever), pasturage, landscaping, construction of buildings, fences and other improvements and any and all use of the Easement Area which the Grantee elects from time to time.

### **2. Easement Area**

All that portion of Lot 4 of Short Plat No. 99-0024, recorded October 1, 2003, under Skagit County Auditor's File No. 20031001008 that is located north of Elegant Heights Road, attached as Exhibit "A" for illustrative purposes.

Situate in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions,

covenants, liens, leases, court causes and other instruments of record.

#### IV. GENERAL PROVISIONS

Grantee hereby releases, remises, acquits and forever discharges Grantor, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the easement granted herein.

Grantor hereby releases, remises, acquits and forever discharges Grantee, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the easement granted herein.

Grantor shall have no obligation or right to maintain the Easement Area or any improvements thereon.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the

other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this 16<sup>th</sup> day of July, 2020.

GRANTOR:

 _____	 _____
JON S. MILLER	LORNA M. ELLESTAD

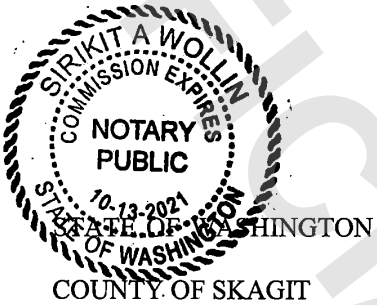
GRANTEE:

 _____	 _____
JON S. MILLER	LORNA M. ELLESTAD

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that JON S. MILLER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20<sup>th</sup> day of July, 2020.



Sirikit A. Wollin  
Printed Name Sirikit A. Wollin  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 10-13-2021

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that LORNA M. ELLESTAD is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20<sup>th</sup> day of July, 2020.



Sirikit A. Wollin  
Printed Name Sirikit A. Wollin  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 10-13-2021

Exhibit "A"  
Map of Easement Area  
Map consists of a portion of Skagit County Auditor's File Number 200310010080

