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03/18/2021 02:39 PM Pages: 1 of 7 Fees: \$213.00
Skagit County Auditor

When recorded return to:

Easement for Access, and Joint Maintenance Agreement

Grantors: Christopher P. Felt and Cheryl A. Felt

Grantees: Raymond G. Henderson and Sharon A. Henderson

Legal Description: See Attached Exhibit "A"

**Assessor's Property Tax
Parcel or Account No.: P56562 and P56573**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 18 2021

**Reference #s of Documents
Assigned/Released:**

Amount Paid \$ 6
Skagit Co. Treasurer
By [Signature] Deputy

- A. Christopher P. Felt and Cheryl A. Felt ("Felt") are the owners of two parcels of real property, identified, respectively, as Skagit County Parcel Nos. P56562 and Parcel No. P133694; and
- B. Felt are the owners of an additional parcel, identified as Skagit County Parcel No. P56573, which lies southerly and is adjacent to Parcel No. P133694; and
- C. Felt desires to transfer parcel P56562, commonly known as 4317 Oakes Avenue, Anacortes, WA to Raymond G. Henderson and Sharon A. Henderson ("Henderson"); and
- D. Convenient access to Parcel P56562/4317 Oakes Avenue may only be provided by an easement over Skagit County Parcel No. P133694, and Felt therefore desires to grant an ingress and egress easement to benefit Skagit County Parcel P56562/4317 Oakes Avenue, which easement shall be over and across and shall burden Skagit County Parcel No. P133694; and
- E. The parties acknowledge and agree that Felt will subdivide Skagit County Parcel No. P133694 at some time in the future, and that this easement and maintenance agreement shall

benefit all properties resulting from such subdivision; and

E. The parties acknowledge and agree that Felt will grant a utility easement over and across Skagit County Parcel No. P133694, which utility agreement shall benefit and/or burden any parcels of property resulting from the subdivision of Skagit County Parcel No. P133694, will benefit Skagit County Parcel No. P56573, and may be located in the same location as the ingress and egress agreement described herein; and

F. The parties wish to enter this Agreement to provide for such easement, and for the maintenance of paving, and other infrastructure jointly used by the parties. It is anticipated that additional parties will enter into and be bound by this maintenance agreement subsequent to the subdivision of Skagit County Parcel No. P133694; and

E. Felt does not intend that any merger of estates to occur because of his ownership of Skagit County Parcel Nos. P56562; P133694; and P56573. A merger would be inimical to the interests of Felt, who would not enter into this agreement if a merger would occur, and would prejudice the rights of future owners of the properties described herein.

AGREEMENT

This agreement is made this *27* day of *October* in the year 2017, by and between Christopher P. Felt and Cheryl A. Felt, and Raymond G. Henderson and Sharon A. Henderson.

1. **Grant of Easement.** Felt hereby grants to Henderson a non-exclusive, perpetual easement (the "easement") over, under, through, and across that portion of Felt's property described in Exhibit A, attached hereto, and made a part hereof by this reference. The easement shall be for ingress and egress. The easement benefits the property of Henderson, which property is described in Exhibit B, attached hereto, and made a part hereof by this reference. The easement and this maintenance agreement shall be appurtenant to Felt's property described in Exhibit A, and shall be a covenant running with the land in perpetuity. The easement granted hereunder shall be located as described in Exhibit "A."

2. **Joint Use and Maintenance Agreement.** Felt and Henderson hereby agree that the easement shall be used jointly by the parties for the purposes set forth herein. It is agreed that any roadway and related infrastructure (excluding utility infrastructure) which is located upon Felt's property and which benefits both of the parties, shall be maintained jointly by the parties hereto, their successors and assigns. To this end the parties shall share equally in all expenses pertaining to maintenance, repair, replacement of any jointly-used driveways. Felt and Felt's successors and assigns shall assume primary responsibility for directing any work in respect to maintenance, repair, or replacement of the driveway, provided, however, that Felt shall give notice of intent to undertake and/or incur expense in regard to such maintenance, repair, or replacement of any driveway infrastructure not less than five days from date of commencement of the intended service. In the event Felt subdivides his property, Felt shall name a successor who shall assume primary responsibility, Provided, that the parties may agree in writing to substitute a party who

shall have primary responsibility for maintenance. The parties agree that whenever possible such maintenance, repair, or replacement shall be performed in a manner so as to cause the least disruption necessary to the parties hereto. In the event that any maintenance, repair, or replacement is required on an emergency basis, Felt shall give as much notice as is reasonably possible under the circumstances. Within 7 days of completion of maintenance, repair, or replacement of the driveway infrastructure, the parties will contribute equally toward the work that benefits all parties. In the event that any party fails to make their contribution within the agreed time frame, the party primarily responsible for maintenance may advance the sums due and owing and recover the same from the other parties, plus interest at the rate of 1% per annum, plus a late fee in the amount of 5% of the sum due and owing for each month in which the sum is paid late, until fully paid. In the event that Felt does not assume the responsibilities for maintenance, repair, or replacement as provided for hereunder, causing another party to assume such responsibility, then the same provisions for supervision, payment, and collection shall apply under such circumstance. Any other party's right to proceed accordingly shall be established by giving at least 5 days written notice to the party primarily responsible for maintenance, of the situation giving rise to the need for maintenance, repair, or replacement of the driveway infrastructure, and if the party responsible for maintenance fails to acknowledge and assume such lead role within the stated period, then any other benefitted party may proceed accordingly.

3. **Restoration of the Surface of the Ground.** As part of the maintenance, repair, or replacement of any driveway infrastructure, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of lawn, shrubs, and landscaping. Such expense shall be part of the cost of maintenance, repair, or replacement to be borne equally between the parties. It is the intent of the parties that any maintenance or repair of the driveway infrastructure made necessary by the repair or maintenance of any utility infrastructure shall be the responsibility of those utilizing or benefitting from the utility infrastructure.

4. **Compliance with Laws and Rules.** The parties agree that all work to be performed in respect to the maintenance, repair, or replacement of the driveway infrastructure shall be accomplished in accordance with applicable rules and regulations of any government entity having jurisdiction over the property.

5. **Coordination of Activities.** The parties agree that they shall make reasonable attempts to coordinate any planned improvements or maintenance within the easement area.

6. **Work Standards.** All work to be performed pursuant to the requirements of this agreement shall be in accordance with plans submitted to and approved by the other party or parties (as the same may be required), and shall be completed in a careful and workmanlike manner. In the event of replacement or relocation of any utility, an *as-built* drawing shall be prepared by the person performing the work and provided to all other parties to this Agreement, showing the location and depth of the utilities placed underground within the easement area.

7. **Access During Construction.** During any period of construction, satisfactory provision for each party to have necessary access along, over, and across the easement area shall be made.

8. **Attorney's Fees and Venue.** The parties agree that any disputes in regard to any term of this

DATED 10/27/, 2017.

FELTS:

Christopher Felt
Christopher Felt

Cheryl Felt
Cheryl Felt

GRANTEES:

Raymond Henderson
Raymond Henderson

Sharon Henderson
Sharon Henderson

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Christopher Felt and Cheryl Felt, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: 2/19/2021



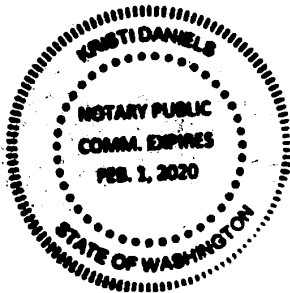
Nicole DeY
Notary Public

My appointment expires: 3/1/2022

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Raymond Henderson and Sharon Henderson, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: 10-27-17



Kristi Daniels
Notary Public
My commission expires February, 1, 2020

**EXHIBIT A - DESCRIPTION OF EASEMENT OVER SKAGIT COUNTY PARCEL NO.
P133694**

An access and utility easement over a portion of the follow Parcel:

Lot 2 BLA-2016-1009, AF #101702090059.

Situate in the City of Anacortes, County of Skagit, State of Washington.

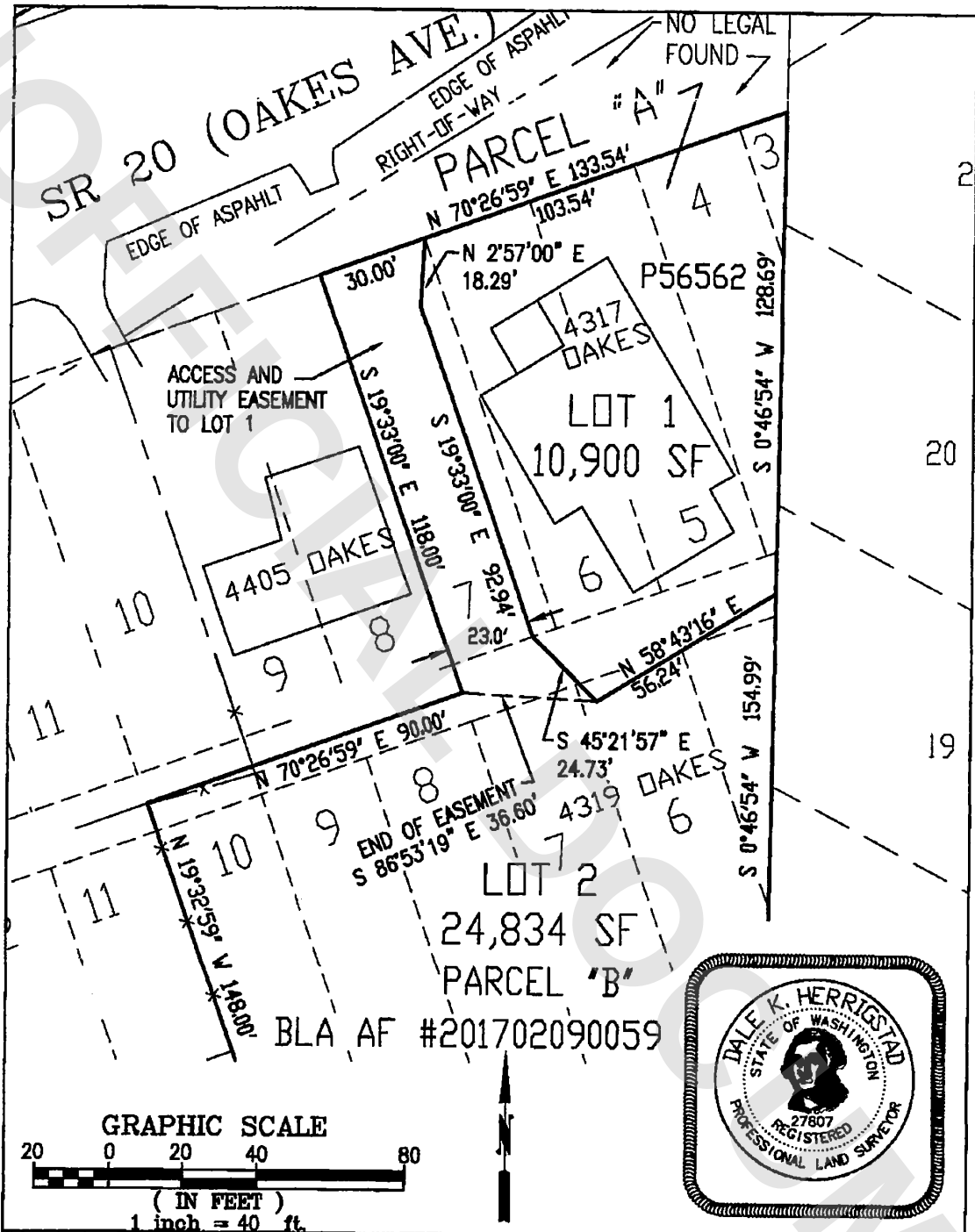
The easement is described as follows:

BEGINNING in the northwest corner of said Lot 7 of Block 1906 "BARING
ADDITION TO ANACORTES, WASH.," as per plat recorded in Volume 2 of Plats,
page 20, records of Skagit County, Washington, also the Northwest corner of lot 2,
BLA-2016-1009, AF #201702090059;
Thence South 19°33'00" East along 36.60 feet;
Thence North 45°21'57" West, 24.73 feet;
Thence North 19°33'00" West, 92.94 feet;
Thence North 2°57'00" East, 18.29 feet to the north boundary of said Block 1906;
Thence South 70°26'59" West, 30.00 feet along the north boundary of said Block
1906 to the POINT OF BEGINNING.

As Depicted in Sheet A-2

EXHIBIT B – DESCRIPTION OF SKAGIT COUNTY PARCEL NO. P56562

LOT 1, BLA-2016-1009, RECORDED UNDER AF#201702090059, DESCRIBED AS FOLLOWS: THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL: LOTS 3 THROUGH 7, INCLUSIVE, BLOCK 1906, BARING ADDITION TO ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE ALLEY VACATED UNDER ORDINANCE NO. 1727, AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH LOTS 5 THROUGH 10, INCLUSIVE, BLOCK 1907, BARING ADDITION TO ANACORTES, WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON. BEGINNING IN THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 70-26-59 WEST, 103.54 FEET; THENCE SOUTH 2-57-00 WEST, 18.29 FEET; THENCE SOUTH 19-33-00 EAST 92.94 FEET; THENCE SOUTH 45-21-57 EAST, 24.73 FEET; THENCE NORTH 58-43-16 EAST, 56.24 FEET; THENCE NORTH 0-46-54 WEST, 128.69 FEET TO THE POINT OF BEGINNING.



HERRIGSTAD ENGINEERING & SURVEYING
 4320 WHISTLE LAKE ROAD
 ANACORTES, WA 98221 299-8804

PRIVATE ACCESS AND UTILITY EASEMENT ON LOT 2
 SCALE: NOTED

4317/4319 DAKES AVENUE
 DATE: August 19, 2017