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Skagit County Auditor

AFTER RECORDING, RETURN TO:

Whatcom Law Group, P.S.
289 H Street/PO Box 1258
Blaine, WA 98231-1258

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT

AUG 30 2021

Amount Paid \$ *e*
Skagit Co. Treasurer
By *LT* Deputy

GRANT OF EASEMENT FOR INGRESS AND EGRESS

Grantor: Mark C. Benson and Anita Benson, husband and wife
Grantee: Kolton Ryan Palmer and Melissa Rae Harris, husband and wife
Abbr Legal: Parcel A, Lot 2, Skagit County Short Plat No., 92-003 and Lot 4, Skagit County Short Plat No. 92-003
Parcel No: 350513-2-001-0202 and 350513-2-001-0400

Additional Legal Descriptions are on Exhibit A, B and C of Document.

THIS INDENTURE is made and entered into this 18 day of August, 2021, by and between **Mark C. Benson and Anita Benson**, Grantors, their heirs, successors, and assigns, and **Kolton Ryan Palmer and Melissa Rae Harris**, their heirs, successors, and assigns, **hereinafter** referred to as GRANTEE, their successors or assigns (hereinafter, collectively, the "Parties")

WITNESSETH THAT:

- 1. Grantors own certain property ("Property A") located in Skagit County, more particularly described in Exhibit A attached hereto; and incorporated by reference.
- 2. Grantees own adjoining property ("Property B") located in Skagit County, more particularly described in Exhibit B attached hereto; and incorporated by reference.

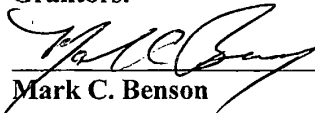
2. Grantors recognize the need for an easement for ingress and egress across Property A to Property B.

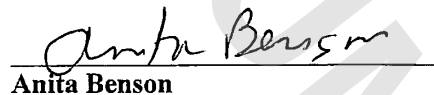
NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Grantors hereby convey and grant, as a gift without consideration, for the benefit of the Grantee a 20-foot wide non-exclusive easement for ingress and egress, said easement to consist of the property described on the attached Exhibit C.
2. The Grantee recognizes that other easements have been or may be established or granted for utilities and ingress and egress over, under and across portions of the property.
3. Privileges under this instrument shall continue for an indefinite period and shall only terminate upon the abandonment of the easement, and this easement shall run with the land until terminated, it being intended that this easement, and all benefits assumed under and burdens imposed by same, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. If terminated, the rights conveyed shall revert to the Grantors, their heirs, successors and assigns.
4. Use of the easement, shall not interfere with nor restrict Grantors' right of ingress and egress or construction and maintenance of utilities, nor interfere with previously granted easements. Grantee agrees that construction, maintenance, and use of the easement shall neither obstruct nor interfere in any way with Grantors' then existing or anticipated uses.
5. Grantors own the property in fee and nothing herein shall in any way be construed or deemed to be a grant of any estate or interest in or to the property or a grant of any rights other than those expressly granted herein.
6. In the event of any misunderstanding or disagreement concerning this instrument or the exercise of rights, restrictions, or privileges hereunder, either the Grantors or the Grantee may invoke arbitration for the resolution of same. Arbitration shall be governed by the provisions of Revised Code of Washington, Chapter 7.04.

DATED this 18 day of August 2021.

Grantors:


Mark C. Benson


Anita Benson

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 18 day of August 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Mark C. Benson and Anita Benson**, known to be the individuals who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sherlynn Wiscombe
NOTARY PUBLIC in and for the State of
Washington, residing at Selro Woodley Way
My commission expires: 05-02-2022

