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10/08/2021 02:21 PM Pages: 1 of 7 Fees: \$413.00
Skagit County Auditor

After recording please return to:
Benner-Rothboeck
1008 5th Street
Anacortes, Washington 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Bear
DATE 10-08-21

EASEMENT AND AGREEMENT

GRANTORS:	Patrick and Susan O'Donnell, husband and wife and the Stapp Family Revocable Living Trust, James Stapp and Joline Stapp, Trustees, John Stapp and David Stapp.	
GRANTEE:	CP Stapp Jr Family LLC	
SERVIENT ESTATE:	Parcels:	P61725, P61774 and P61775
	XrefIDs:	3855-000-020-0006, 3856-000-074-0000, 3856-000-074-0109, and
	Abbreviated legal:	ALVERSON'S CAMP TRS LOTS 20 & 21 AND FIRST ADD TO ALVERSON'S CAMP TRS LESS NWLY 1/2 LOT E AND FIRST ADD TO ALVERSON'S CAMP TRS NLY 1/2 LOT E AND a portion of Government Lot 1, and the SE 1/4 of the NW 1/4 of Section 36, Township 36 N, Range 1 East, W.M.
DOMINANT ESTATE:	Parcel:	P46847
	XrefID:	360136-0-008-0007.
	Abbreviated legal:	A portion of the NW 1/4 of Section 36, Township 36 N, Range 1 East, W.M.

I. RECITALS

- Patrick and Susan O'Donnell, husband and wife, own Skagit County parcels P61725 and P61774. The Stapp Family Revocable Living Trust, ("the Trust" herein), along with John Stapp and David Stapp each own a one third interest in Skagit County Parcel P61775. These parcels together are referred to collectively herein as "the Servient Estate." Patrick and Susan O'Donnell together with the Stapp Family Revocable Living Trust are referred to herein as "the Grantors." The parcels in the Servient Estate are legally described in **Exhibit A**.
- The CP Stapp Jr Family LLC ("the LLC" herein) owns P46847. This parcel is referred to herein as the "Dominant Estate." The LLC will be referred to as "the Grantee" herein. The Dominant Estate parcel is legally described in **Exhibit B**.

3. The LLC is further identified by Washington State UBI number 603-232-096 and is owned by Jennifer, Sally and Thomas Stapp as well as Susan O'Donnell.
4. The current Trustees of the Trust are James Stapp and Joline Stapp.
5. The Grantors and Grantees will be referred to collectively herein as the "Parties".
6. The Parties (and owners, trustees, and beneficiaries) are all members of the Stapp family and have traditionally freely accessed each other's properties by crossing over each other's properties without a formal easement agreement.
7. The Grantors intend to sell the servient estate to David and Karen McCormack, husband and wife, in separate transactions, and the Grantees wish to reserve an easement across the Servient Estate for ingress, egress and utilities for the Dominant Estate and execute this easement in anticipation of the sale.

II. EASEMENT

1. In consideration of the mutual covenants contained herein, the long-term family relationship between the Parties, and other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged as sufficient, the GRANTORS, SUSAN AND PATRICK O'DONNELL and STAPP FAMILY REVOCABLE LIVING TRUST, JAMES STAPP AND JOLINE STAPP, TRUSTEES, JOHN STAPP AND DAVID STAPP hereby convey and grant to the GRANTEE, THE CP STAPP JR LLC, a perpetual, non-exclusive easement, for the purposes of ingress and egress, as well as the installation, repair, and replacement, and maintenance of any and all utilities, over, under and across the following described easement area, which includes parcel P61725, P61774 and P61775:

Located in Section 36, Township 36, Range 1 E, W.M., described as follows:

Beginning in the Northwest corner of Lot 20, of ALVERSON'S CAMPING TRACTS", according to the plat there of recorded in Volume 4 of Plats, page 28, records of Skagit County, Washington;

Thence South 51°47'31" East, 26.00 feet;

Thence South 38°12'30" West, 104.40 feet;

Thence South 88°29'36" West, 33.80 feet;

Thence North 51°47'31" West 40.00 feet;

Thence a curve to the left radius 40.00 feet, a length 62.83 feet and an angle of 89°59'50"

Thence South 38°12'30" West, 41.90 feet;

Thence South 70°12'00' West, 37.75 feet;

Thence North 38°12'30" East, 139.92 feet;

Thence South 51°47'31" East, 100.00 feet;

Thence North 38°12'30" East, 100.00 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

2. This Easement shall run with the land and be binding upon all parties asserting or acquiring any right, title or interest in the Easement area described herein, and shall inure to the benefit of each owner hereof.
3. This Easement shall **NOT** be extinguished by the doctrine of merger. The servient and dominant estates do not share common ownership, but to the extent the Grantors have an interest in the dominant estate through partial ownership of the LLC, the Parties expressly agree that this easement shall not be subject to extinguishment through the doctrine of merger. Further, this Easement is executed in anticipation of the sale of the servient estate to a third party holding no interest in the dominant estate.
4. Any identifiable, material damage to the Easement Area caused by installation, repair, replacement or maintenance shall be promptly repaired and the cost borne solely by the party who caused the damage.
5. The Grantee shall have no obligation to maintain the Easement Area or make any improvements thereon, but the Grantors shall not restrict the Grantees from any activity necessary to build or maintain a road in the Easement Area, including but not limited to clearing of brush and timber, grading, paving, laying of gravel, the installation of ditches, culverts and other diversions of water and any other activity reasonably necessary to build and maintain a road.
6. The Grantors shall be responsible for providing protection of the subject Easement area from encroachment by buildings, construction or other utilities that adversely affect the use by the Grantees of the easement area for the purposes contained herein.
7. The parties agree to exercise their best efforts in good faith to resolve problems associated with this Easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to first submit such dispute to mediation in Skagit County before an agreed mediator to be held within sixty (60) days of a party's written request for mediation; and if mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and may not be appealed. The prevailing party shall be entitled to reasonable costs and attorney's fees.
8. This Easement may not be modified or amended except by written agreement signed and acknowledged by all the parties or their successors in interest.
9. If any provision of this Easement is found to be invalid or unenforceable, such a finding shall not affect or impair the other provisions found herein.
10. This Easement may be executed with any number of duplicate originals, and all such duplicate originals shall be recorded with the Skagit County Auditor to make this Easement binding.

Signature of Grantors:

Dated this 17 day of September 2021.

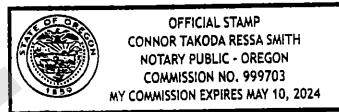
James D. Stapp
James Stapp, as Trustee of the Stapp Family Revocable Living Trust

STATE OF OREGON)
)
COUNTY OF Multnomah) ss.

I certify that I know or have satisfactory evidence that **James Stapp**, acting in his capacity as Trustee of the Stapp Family Revocable Trust, 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 17th day of September 2021.

Connor Smith
Notary Signature
Connor Smith
Notary Print Name



Notary Public in and for the State of Oregon.

Residing at Portland, Oregon.

My appointment expires 8/10/2024.

Dated this 17 day of September 2021.

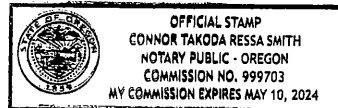
Joline Stapp
Joline Stapp, as Trustee of the Stapp Family Revocable Living Trust

STATE OF OREGON)
)
COUNTY OF Multnomah) ss.

I certify that I know or have satisfactory evidence that **Joline Stapp**, acting in her capacity as Trustee of the Stapp Family Revocable Trust, 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 17th day of September 2021.

Connor Smith
Notary Signature
Connor Smith
Notary Print Name



Notary Public in and for the State of Oregon.

Residing at Portland, Oregon.

My appointment expires 8/10/2024.

Dated this 22nd day of September 2021.

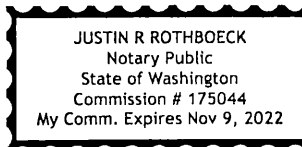
Susan O'Donnell
Susan O'Donnell

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Susan O'Donnell**, acting in her individual capacity, 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 22ND day of SEPTEMBER 2021.

Justin Rothboeck
Justin Rothboeck
Notary Public in and for the State of Washington
Residing at Anacortes, Washington
My appointment expires November 9, 2022.



Dated this 22nd day of September 2021.

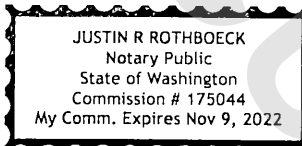
Patrick O'Donnell
Patrick O'Donnell

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Patrick O'Donnell**, acting in his individual capacity, 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 22ND day of SEPTEMBER 2021.

Justin Rothboeck
Justin Rothboeck
Notary Public in and for the State of Washington
Residing at Anacortes, Washington
My appointment expires November 9, 2022.



Dated this 21ST day of SEPTEMBER 2021.

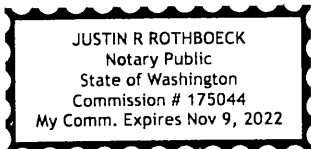
David Stapp
David Stapp

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that **David Stapp**, in his individual capacity, 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 21ST day of SEPTEMBER 2021.

Justin R. Rothboeck
Notary Signature
JUSTIN ROTHBOECK
Notary Print Name



Notary Public in and for the State of Washington

Residing at ANACONNES, Washington

My appointment expires 11/9/2022.

Dated this _____ day of _____ 2021.

James Stapp
James Stapp

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that **John Stapp**, in his individual capacity, 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 _____ day of _____ 2021.

Notary Signature

Notary Print Name

Notary Public in and for the State of Washington

Residing at _____, Washington

My appointment expires _____.

Dated this _____ day of _____ 2021.

David Stapp

STATE OF WASHINGTON)
)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **David Stapp**, in his individual capacity, 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 _____ day of _____ 2021.

Notary Signature

Notary Print Name

Notary Public in and for the State of Washington

Residing at _____, Washington

My appointment expires _____.

Dated this _____ day of _____ 2021.

John Stapp
John Stapp

STATE OF WASHINGTON)
)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that **John Stapp**, in his individual capacity, 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 24th day of September 2021.

Trenton P Alderin
Notary Signature
Trenton P Alderin
Notary Print Name

Notary Public in and for the State of Washington

Residing at Seattle, Washington

My appointment expires July 20, 2025

