

When recorded return to:
James R. Ihnot, P.S.
410 Market Street
Kirkland, WA 98033

CHICAGO TITLE
500130592

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 02/28/2022

EASEMENT AND JOINT MAINTENANCE AGREEMENT

GRANTOR: Hunt Revocable Living Trust, by Shirley A. Hunt, Co-Trustee and Gerald Hunt, Co-Trustee.

GRANTEE: Jared D. Peterson, a single man.

LEGAL DESCRIPTION (Abbreviated): Lot 16 and 17, Block 'L', Plat of Cape Horn on the Skagit, Division No. 2; Vol. 9 of Plats, pgs. 14-19, Skagit County, Washington.

ASSESSOR'S TAX PARCEL NOS.: 3869-012-016-0001 and 3869-012-017-0000.

REFERENCE NUMBER FOR DOCUMENTS RELEASED OR ASSIGNED: None.

THIS AGREEMENT is made this 12 day of February, 2022 between the Hunt Revocable Living Trust (Hunt), (Hunt/Grantor), and Jared D. Peterson, a single man, (Peterson/Grantee), and all of the present and future landowners of the property described herein. This agreement is made for and on behalf of their legal representatives, heirs, successors and assigns.

Whereas, Hunt is the owner of the following described property, a portion of which shall serve as the servient estate and intends to grant to Peterson, his heirs, successors and assigns, a 12' easement for purposes of ingress and egress to and from their property, and for utilities. The Hunt property is legally described as:

Lot 17, Block 'L', Plat of Cape Horn on the Skagit, Division No. 2, as per plat recorded in Volume 9 of Plats, pages 14-19, inclusive, records of Skagit County, Washington.

Whereas, Peterson is the owner of the following described property and a portion shall serve as the dominant estate and is legally described as follows:

Lot 16, Block 'L', Plat of Cape Horn on the Skagit, Division No. 2, as per plat recorded in Volume 9 of Plats, pages 14-19, inclusive, records of Skagit County, Washington.

Whereas, all parties desire to grant, use and maintain an easement for purposes of providing access to and from residences located or to be located on the properties described above and

Whereas, all parties grant the right to install, construct and locate utilities on, in, under and over the easement and

Whereas, all of the parties agree to share equally in the maintenance and operation of the easement for such portion of the easement shared between the parties and

Whereas, if one party is the sole user of any portion of the easement, that party shall bear sole responsibility for maintaining said easement for the portion used exclusively by that party and for any costs or charges needed to maintain said easement for the portion used exclusively by that party.

In consideration of the grant of the easements described in this Agreement, and in consideration of each party agreeing to maintain and operate the following described easement, the parties agree as follows:

1. Grant, Dedication and Reservation of Easement. Hunt, on behalf of its heirs, legal representatives, successors and assigns, hereby dedicate, reserve and grant to Peterson, and all future and present owners of the properties described above, a Thirty foot (30') easement across, along, in, over, under and through the following described property for the purpose of ingress, egress, and for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing or using utilities, to include but not be limited to, utility lines and water lines, sewer lines, connections and accessories, public or private, through said easement, including all connections, manholes and appurtenances, and Hunt, her heirs, successors and assigns, grants to Peterson, the right of ingress and egress necessary to construct, install, improve, repair and maintain said utilities and once installed, all parties using said easement shall ensure that said utilities are properly maintained, and each party using said easement or utilities shall share equally in the costs of the easement and utilities according to this Agreement, and the right to pass and repass along said property in order to provide access to and from the properties described above for the purposes described herein. The easement shall be legally described as follows:

See Exhibit A incorporated by this reference as though set forth in full.

Exhibit B is an illustrative copy of the easement area described in this Agreement and made a part hereof.

2. Binding Effect. All parties to this agreement declare a covenant and restriction upon said lands described in this easement and grant, rights to the other, their heirs, legal representatives,

successors and assigns and each party agrees that this agreement shall bind all present and future owners of the properties described in this agreement and that said grant shall be and is intended as a covenant running with the land.

3. Maintenance Agreement. Hunt and Peterson, their heirs, legal representatives, successors and assigns, shall collectively operate and maintain the easements described above. All parties to this agreement understand and agree that expenses and costs for the portion of a lot owners' area used exclusively by the lot owner shall remain the sole cost and expense of the lot owner using the same. It is the specific intent of all of the parties to this Agreement to bind the present and future owners of the properties described above. Provided, all parties to this agreement, their heirs, legal representatives, successors and assigns, and each individual lot owner, shall share equally in the cost and expense of maintaining the joint easement area described in this Agreement, including all costs, expenses, repairs and modifications to the joint easement area. Each lot owner shall be solely responsible for any costs directly related and benefiting each individual lot owner. For example, any side sewer or connection charges shall be paid solely by the individual lot owner benefitting from the utility connection or service. It is the specific intent of all of the parties to this Agreement to bind the present and future owners of the properties described above.

Each lot owner shall have one vote per lot. In order to assess charges against a lot owner, a majority of the lot owners must agree to the cost or charge. In the event the majority of lot owners cannot agree, then the cost or expense shall not be shared equally but an individual owner can pay for said cost at that party's sole cost and expense. In the event a lot owner does not pay any cost or expense assessed against the lot, any party paying said cost shall have the right to lien the property and to foreclose its lien either judicially or non-judicially under RCW 61.12 et seq or any other applicable statute.

4. Use Indemnity. All parties to this Agreement, including all present and future owners, agree to indemnify and hold each other harmless from all claims arising from the use of the easements except for any parties gross negligence or willful misconduct.

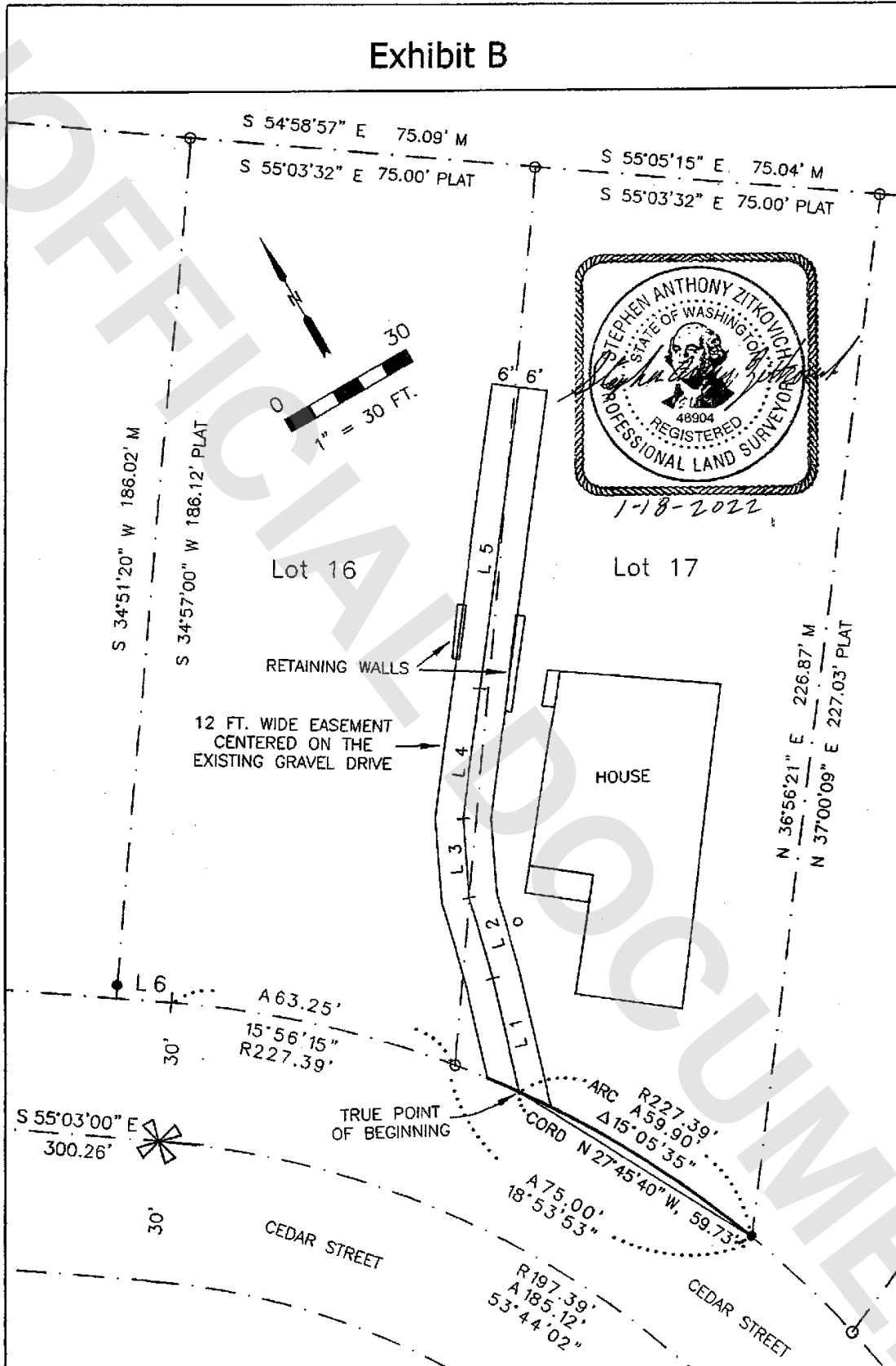
5. Duration. This Agreement will continue perpetually in full force and effect so long as any property owner, whether now or in the future, shall use said easement.

6. Legal Effect. The easement created is appurtenant to each lot and shall not be transferred, assigned or encumbered except as is appurtenant to each lot.

7. Relocation. In the event of any inaccuracy or mis-description of any Easement, or in the event it is necessary to relocate any portion of the easement, all parties hereto, their heirs, legal representatives, successors or assigns hereby irrevocably bind themselves to execute all of the necessary documents to change, alter, amend or relocate any portion or easement as the case may be, without additional charge, cost or expense to the other party.

8. Attorney fees. In the event of any litigation or any proceeding to enforce any term of this agreement, the substantially prevailing party shall be entitled to recover from the other party all costs and expenses incurred and reasonable attorney fees.

Exhibit B



In witness whereof, this instrument has been executed effective on the date first written.

Hunt Revocable Living Trust, Grantor

Jared D. Peterson, Grantee

Shirley A. Hunt
Shirley A. Hunt, Co-Trustee

Jared D. Peterson
Jared D. Peterson

Gerald Hunt
Gerald Hunt, Co-Trustee

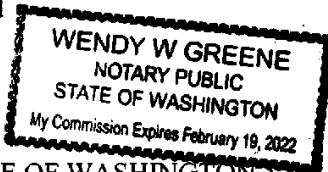
Dated 2/12, 2022.

Dated 2/12, 2022 ⁸

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Shirley A. Hunt and Jared D. Peterson, known to me to be the Trustees of the Trust known as the Hunt Revocable Living Trust, the Trust that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument for said Trust and that they are the only Trustees of said Trust.

2/12/2022
Dated

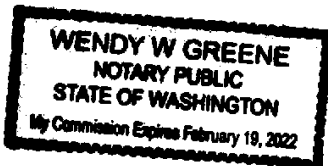


Wendy W Greene
Notary Public in and for the State of Washington
Printed Name: Wendy W Greene
Residing at: Burlington
Appointment Expires: 02-19-2022

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Jared D. Peterson 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.

2/12/2022
Dated



Wendy W Greene
Notary Public in and for the State of Washington
Printed Name: Wendy W Greene
Residing at: Burlington
Appointment Expires: 02-19-2022

Exhibit B

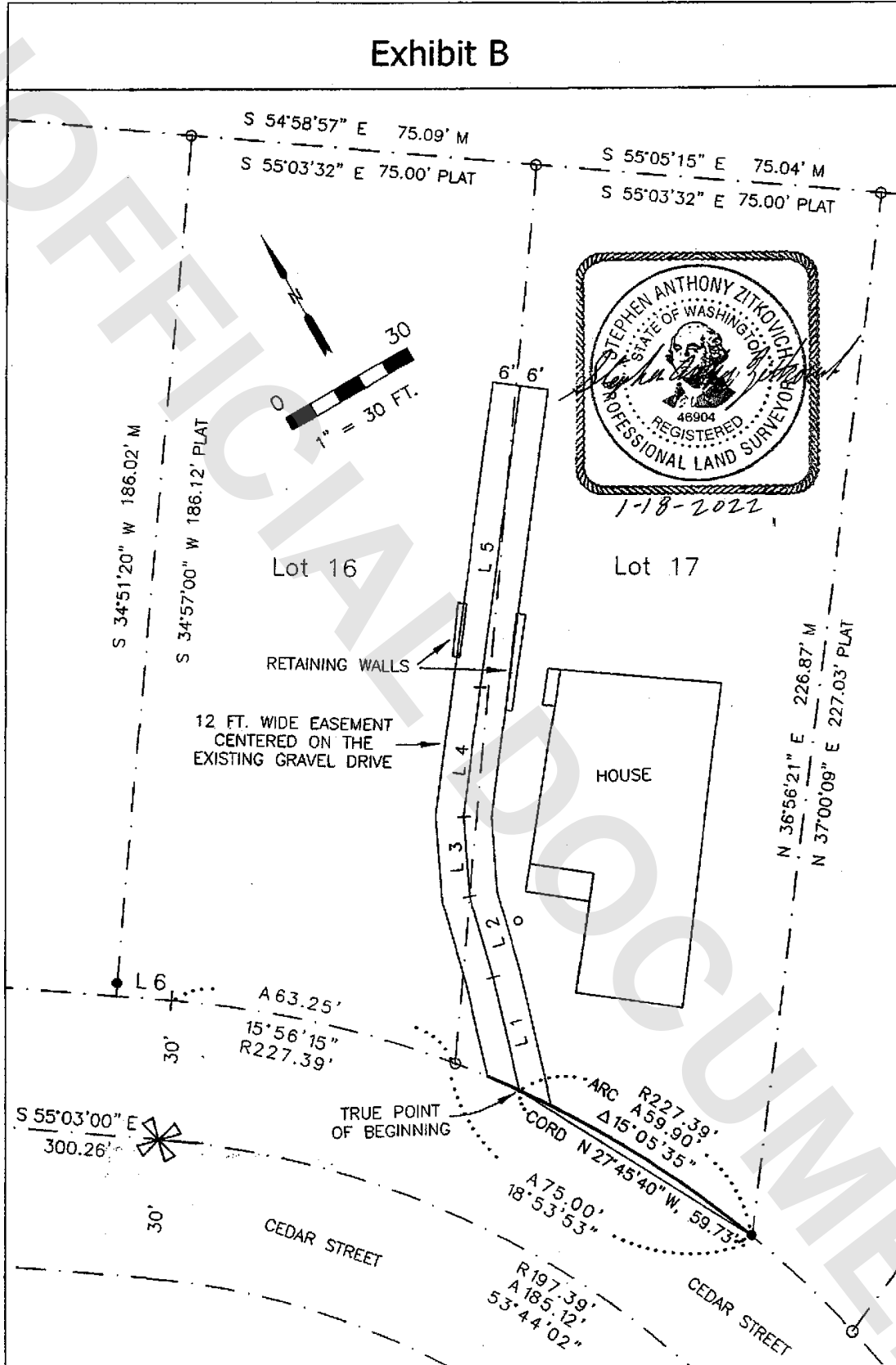


Exhibit A
Description of the Easement

An easement across portions of Lots 16 and 17, Block L, CAPE HORN ON THE SKAGIT DIVISION NO. 2, recorded May 10, 1966 in Volume 9 of Plats, pages 14-19 inclusive, records of Skagit County Washington, being a portion of Government Lot 3, Township 35 North, Range 8 East, W.M.

Said easement being 12 feet wide, lying 6 feet on each side of the following described centerline.

Beginning at the southernmost corner of Lot 17, Block L, Plat of Cape Horn on the Skagit, Division No 2; Thence northwesterly along the margin of Cedar street, along a curve to the left with a radius of 227.93 feet, a distance of 59.90 feet, to the **TRUE POINT OF BEGINNING** of this centerline. Said **TRUE POINT OF BEGINNING** lying N 27°45'40" W a distance of 59.73 feet from the southernmost corner of said Lot 17;
thence N 16°56'32" E, a distance of 25.14 feet
thence N 14°00'28" East, a distance of 18.16 feet;
thence N 25°41'00 East, a distance of 17.30 feet;
thence N 37°17'17" East, a distance of 28.04 feet;
thence N 37°27'48" East, a distance of 65.68 feet the end of this easement.

The sidelines of said easement to be lengthened or shortened to end at the margin of Cedar Street and also to meet at all angle points.

