

After Recording, please return to:

Cynthia A. Vance  
141 Hawk Prairie Drive  
Woodland, WA 98674  
208167-LT

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/13/2023

<b>Document Title(s):</b>  <b>Easement Agreement</b>
<b>Reference Number(s) of Documents assigned or released:</b> <b>(on page __ of document(s))</b>
<b>Grantor(s):</b>  <b>Cynthia A. Vance</b>  <b>Additional Names on page    of document.</b>
<b>Grantee(s):</b>  <b>Cynthia A. Vance</b>  <b>Additional Names on page    of document.</b>
<b>Abbreviated Legal Description:</b>  <b>Lots 3 &amp; 4, Blk 119, Anacortes</b>  <b>Additional legal is on page    of document.</b>
<b>Tax Parcel Number(s):</b>  <b>3772-119-004-0004/P55759 &amp; 3772-119-002-0006/P55758</b>

AFTER RECORDING, MAIL TO:  
Hannah Blankers  
Demco Law Firm, P.S.  
5224 Wilson Ave S., Ste 200  
Seattle, WA 98118

### EASEMENT AGREEMENT

**Grantor:** Cynthia A. Vance, a single woman.

**Grantee:** Cynthia A. Vance, a single woman.

**Legal Descriptions:**

**“1405 Property”:** Lots 3 and 4, Block 119, "Map of the City of Anacortes, Skagit County, Washington", as per Plat recorded in Volume 2 of Plats, Pages 4 through 7, Records of Skagit County, State of Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

**Tax Parcel Number:** P55759 ( 3772-119-004-0004)

**Commonly known as:** 1405 15<sup>th</sup> Street, Anacortes, WA

**“1401 Property”:** Lots 1 and 2, Block 119, "Map of the City of Anacortes, Skagit County, Washington", as per Plat recorded in Volume 2 of Plats, Pages 4 through 7, Records of Skagit County, State of Washington. Situate in the City of Anacortes, County of Skagit, State of Washington.

**Tax Parcel Number:** P55758 ( 3772-119-002-0006)

**Commonly known as:** 1401 15<sup>th</sup> Street, Anacortes, WA

The above-named Grantors and Grantees (collectively the “parties”) are the owners of the properties described in this instrument as 1405 Property and 1401 Property (collectively the “properties”). The parties hereby desire to execute this Easement Agreement (“Easement” or “Agreement”) between them. NOW THEREFORE, for good, valuable, and mutual consideration, it is agreed by and between the parties as follows:

1.

• **Grant of Easement.** The owners of the 1405 Property and the owners of the 1401 Property grant to each other a mutual and perpetual easement over, across, under and through that portion of 1405 Property and the 1401 Property that consists of the current location of the shared deck and a sufficient area around said deck for repair and maintenance (the “Easement Area”).

1.

• **Purpose.** The purpose of the Easement is to provide to the owners of the 1405 Property and the owners of the 1401 Property unlimited and unrestricted use of the shared deck and more specifically use of the Easement Area for reasonable use, maintenance, and repair of the shared deck. The Easement Area shall not be used for any other purpose without the prior written consent of both owners. The Easement Area shall not be used for any purpose in violation of any applicable federal, state, or local law. The Easement shall be appurtenant to and for the benefit of and an encumbrance on both the 1401 Property and 1405 Property.

1.

• **Repairs and Maintenance.** The cost of maintenance and repair of the Easement Area and improvements located in the Easement Area shall be borne in equal shares, except where any maintenance and repair are due to damage caused solely by a party whereupon said responsible party shall be solely responsible for all costs of maintenance, repair or reconstruction. Either the

owners of the 1405 Property and the owners of the 1401 Property may propose maintenance or repairs to the shared deck and/or the Easement Area by delivering written notice to the other party at the address on file with the County Assessor's office. Written consent from the other party is required prior to beginning of any maintenance or repair work to the shared deck and/or the Easement Area. The parties shall have the right to act without consent from the other party in order to correct any Emergency Situation if the acting party acts in good faith and tries to notify the other party within a reasonable amount of time as the situation allows. An "Emergency Situation" is defined as one that involves a likely threat of personal injury and/or substantial property damage if the situation is not immediately resolved.

• **Liability Allocation, Insurance, and Indemnity.** The parties shall maintain liability and loss insurance coverage for the land and improvements that may be within the Easement Area at levels and coverage limits that are consistent with the insurance coverage maintained by the parties otherwise for their properties. Each of the parties shall indemnify and defend the other against and save it harmless from, any and all claims, liens, actions, damages, liability and expense (including, but not limited to, reasonable attorney's fees) in connection with any maintenance or repair work performed within the Easement Area, resulting in labor or materialmen's liens, personal injury, loss of life, or property or other damage arising from or out of the indemnifying party's breach of this Agreement or use of any the easements granted by the other party pursuant to this Agreement except to the extent of the negligence or willful misconduct of such indemnified Party, its licensees, agents, or employees.

1.

• **General.** This Agreement may be modified only in a writing signed by the parties and recorded in the records of Island County, Washington. The term of the Easement granted hereunder shall be indefinite and shall continue until revoked by the mutual agreement of Grantors and Grantees or their respective heirs, successors, or assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective tenants, invitees, heirs, administrators, successors, and assigns. The terms Grantors and Grantees shall include all successors, heirs, and assigns. It is the intention of the parties that the rights and duties under this Agreement shall run with the land. The failure of either of the parties, or any of them, to complain of any breach of this Agreement shall not constitute a waiver of the right of any party to obtain the enforcement of this Agreement.

1.

• **Severability.** The invalidation by any court of any reservation, covenant, restriction, limitation or agreement herein contained shall not affect the remainder of the provisions of this Agreement, which shall remain in full force and effect.

1.

• **Conflicts.** To the extent this Agreement modifies any prior documents of record affecting the properties, this Agreement shall control.

1.

• **Attorneys' Fees and Costs.** In the event of any legal action or arbitration to construe or enforce this Agreement, the prevailing party shall recover its costs and reasonable attorney's fees against the non-prevailing party, including costs and fees for any collection activity.

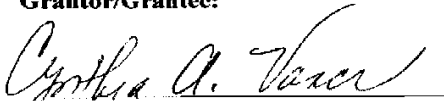
1.

• **Non-Merger.** Although Grantor and Grantee together owns all parcels of real property burdened and benefited by this Agreement, they declare that no merger is intended, and the easements, covenants, conditions, and restrictions set forth in this Agreement shall not be wholly or partially extinguished by doctrine of merger.

1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**Grantor/Grantee:**

  
Cynthia A. Vance

State of Washington

County of Cowlitz

This record was acknowledged before me on 04/07/2023 by Cynthia A. Vance.

Given under my hand and seal of office this 7th day of April, 2023

Janice K. Watts  
(Signature of Notary)

Janice K. Watts  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at COWLITZ Co.

My appointment expires 02/02/2024

