

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

NICOLE L. TERPSTRA, ATTORNEY AT LAW, PLLC
709 Grover Street
Lynden, WA 98264DOCUMENT TITLE: Access Easement 202032-LT
GRANTOR(S):

1. Torrey & Julia Lautenbach
2. Misbehaven 35, LLC

GRANTEE(S):

1. Avalon Heights Homeowners Association

LEGAL DESCRIPTION: Full legal descriptions found on Page 1 & 2.

Abbreviated:

1. Lot 1, Delvan Hill Short Plat, AF #201103110048
2. Lot 11, Avalon Heights Plat AF #200708220070

ASSESSOR'S PARCEL NUMBER(S):

1. P36117/350410-1-003-0305 (Lautenbach)
2. P36116/350410-1-003-0206 (Lautenbach)
3. P36115/350410-1-003-0107 (Lautenbach)
4. P126691/4939-000-011-0000 (Misbehaven)

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 09/20/2021

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is made this 17th day of September, 2021, by and between TORREY LAUTENBACH & JULIA LAUTENBACH, husband and wife (collectively referred to herein as "Lautenbach"), MISBEHAVEN 35, LLC, a Washington limited liability company ("Misbehaven") & AVALON HEIGHTS HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation ("Avalon Heights").

RECITALS

1. Lautenbach is the owner of the real property legally described as follows (the "Lautenbach Property"):

Lot 1, Delvan Hill Short Plat, as per the map thereof, recorded in the Auditor's Office of Skagit County under Auditor's File No. 201103110048.

Except that portion lying within the West 1/5 of the Northwest quarter of the South half of the Southwest quarter of the Northeast quarter of Section 10, Township 35 North, Range 4 East, W.M.;

AND Except that portion lying within the East 1/5 of the Northwest quarter of the South half of the Southwest quarter of the Northeast quarter of Section 10, Township 35 North, Range 4 East, W.M.;

And that portion of Lot 1, Delvan Hill Short Plat, according to the plat thereof recorded on March 11, 2011 under Auditor's File No. 201103110048, records of Skagit County, Washington, lying within the West 1/5 of the Northwest Quarter of the South half of the Southwest quarter of the Northeast quarter of Section 10, Township 35 North, Range 4 East of W.M.

And that portion of Lot 1, Delvan Hill Short Plat, according to the plat thereof recorded on March 11, 2011 under Auditor's File No. 201103110048, records of Skagit County, Washington, lying within the East 1/5 of the Northwest Quarter of the South half of the Southwest quarter of the Northeast quarter of Section 10, Township 35 North, Range 4 East of W.M.

Situate in the Skagit County, Washington.

2. Misbehaven is the owner of the real property described as follows (the "Misbehaven Property"):

Lot 11, Plat of Avalon Heights, recorded under Auditor's File No. 200708220070, records of Skagit County, Washington.

Situate in Skagit County, Washington.

The Lautenbach Property and the Misbehaven Property are collectively referred to herein as the "Burdened Property".

3. Lautenbach and Misbehaven hereby agree to grant an easement for access purposes to Avalon Heights, for purposes of accessing the existing POGO internet pole located on the Misbehaven Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions herein contained and no monetary consideration, the parties hereby declare as follows:

1. Recitals Incorporated.

The recitals set forth on pages 1 and 2 hereof are hereby fully incorporated by this reference as if fully restated herein.

2. Grant of Easement.

Lautenbach and Misbehaven do hereby grant, bargain, sell, convey, transfer and deliver over, under, across and through certain portions of the Burdened Property legally described on Exhibit A, and approximately depicted on Exhibit B, which Exhibits are attached hereto and incorporated herein by this reference, both of which indicate a thirty (30) foot non-exclusive easement, but for purposes herein only those portion of the described and depicted thirty (30) foot areas that actually consist of the as built and currently existing gravel road shall be the subject of this grant of easement (hereinafter referred to as the "Easement Area"). The Easement Area shall be for the purposes of ingress and egress for the benefit of Avalon Heights (the "Easement") to the extent and only to the extent that Avalon Heights or its agents need access to and from the currently existing POGO internet pole located in the northeast corner of Lot 11 for the purposes of the installation, maintenance, repair, and replacement of the POGO internet pole managed by Avalon Heights. Notwithstanding any of the foregoing, the Grantors reserve the right to relocate the existing gravel road; provided the relocated roadway still provides access to and from the POGO internet pole, in which case the Easement Area herein shall be automatically modified to the relocated and then existing roadway.

3. Duration.

The Easement herein granted shall be perpetual in duration. Notwithstanding the foregoing, if the POGO internet pole is ever decommissioned or removed with the intent of not being replaced, this Easement shall automatically terminate without need of further action by any or all parties.

4. Use of Easement Area.

Avalon Heights shall have the right to use the Easement Area for ingress and egress for the sole purpose of access to and from the POGO internet pole for installation, maintenance, repair, and replacement of the POGO internet pole and for no other purpose. The owners of the Burdened Property reserve the right to use the Easement Area for any purposes not inconsistent with the rights herein granted; provided, however, that the owners of the Burdened Property shall not construct or maintain any buildings or permanent structures in the Easement Area that would interfere with the Easement granted herein.

5. Allocation of Construction and Maintenance Costs.

Avalon Heights agrees to pay for all costs related to the maintenance, repair, replacement and improvement of the Easement Area related to Avalon Height's use for access purposes.

The owner of the Burdened Property shall remain liable for the payment of real property taxes and insurance that may be assessed on the Easement Area as a result of the Burdened Property owners' fee simple ownership of the Easement Area.

6. Indemnity.

The owner of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owner of the Burdened Property, and the Burdened Property owners' successors and assigns from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by the owners of the Benefited Property, their employees, agents, licensees, contractors, invitees, unless such loss, damage, liability or expense is negligently caused by the owner of the Burdened Property, his/her/its employees, agents, licensees, contractors or invitees.

7. Attorneys' Fees.

If it shall be necessary for any party to this Agreement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

8. Successors and Assigns.

The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

9. Purchase Price/Recording.

The Easement granted herein shall be for no consideration other than the promises and agreements set forth herein. This Agreement shall be recorded in the records of Skagit County.

10. Severability.

Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

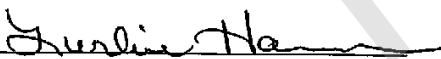
11. Controlling Law

This Agreement has been made under the laws of the State of Washington, and such laws will control its interpretation.

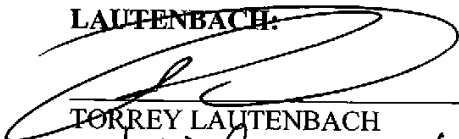
WHEREAS, this document has been signed as of the day and year first above written.

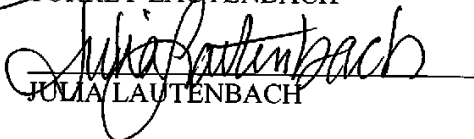
MISBEHAVEN:**MISBEHAVEN 35, LLC**


BY: JERRY HAMMER, MEMBER


BY: LURLINE HAMMER, MEMBER

LAUTENBACH:


TORREY LAUTENBACH


JULIA LAUTENBACH

AVALON HEIGHTS:**AVALON HEIGHTS HOMEOWNERS ASSOCIATION**


BY: Eben Twaddle
ITS: president

Cynthia R. Dwyer
NOTARY PUBLIC
My appointment expires: Nov. 13, 2023

EXHIBIT "A"

DESCRIPTION OF EASEMENT "A"

AN ACCESS EASEMENT OVER, UNDER AND ACROSS A PORTION OF LOT 1 OF DELVAN HILL SHORT PLAT, AS PER THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 201103110048 AND LOT 11, AVALON HEIGHTS, AS PER THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200708220070, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 73°49'04" WEST A DISTANCE OF 22.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY-FIVE (25) COURSES:

Course	Bearing	Distance
E1	N 75°24'12" E	17.41'
E2	N 49°44'12" E	23.21'
E3	N 24°14'55" E	28.40'
E4	N 15°59'19" W	27.72'
E5	N 10°17'10" E	12.51'
E6	N 48°21'12" E	62.41'
E7	N 39°07'35" E	65.91'
E8	N 33°24'04" E	58.73'
E9	N 66°53'15" E	78.32'
E10	S 89°49'34" W	76.62'
E11	S 67°02'44" W	111.93'
E12	S 62°15'57" W	29.01'
E13	S 01°48'02" W	34.48'
E14	N 62°15'57" E	44.77'
E15	N 66°58'50" E	48.74'
E16	S 33°24'04" W	12.04'
E17	S 39°07'35" W	61.99'
E18	S 48°21'12" W	70.34'
E19	S 10°17'10" W	29.86'
E20	S 15°59'19" E	23.73'
E21	S 24°14'55" W	10.62'
E22	S 49°44'12" W	9.59'
E23	S 75°24'12" W	46.86'

TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 45°31'37" WEST;

E24	RADIUS = 45.00'	LENGTH = 15.06'
	TANGENT = 7.60'	ANGLE = 19°10'50"

TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 64°42'27" WEST;

E25	RADIUS = 275.00'	LENGTH = 34.96'
	TANGENT = 17.50'	ANGLE = 7°17'02"

TO THE POINT OF BEGINNING.

AS DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD OR OTHERWISE.

