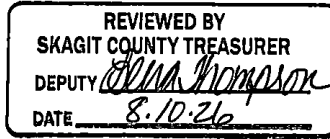
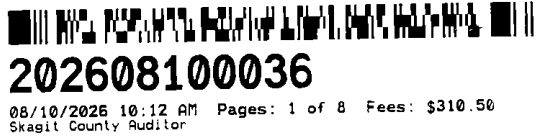


After recording please return to:
The Law Office of Justin Rothboeck
1008 5th Street
Anacortes, Washington 98221



EASEMENT

GRANTOR:	Liam Doyle, a married man who is acting individually regarding his sole and separate property.		
GRANTEES:	Dianne E. Williams, a widowed woman.		
SERVIENT ESTATE:	Parcel:	P90256 (Doyle Parcel)	
	XRefID:	3803-003-015-0000	
	Abbreviated legal:	All of Lot 14, and a portion of Lots 13 and 15, blk. 3 McNaught's First Add to Anacortes, Vol. 2 plats, p. 82, Skagit County, Washington.	
DOMINANT ESTATE:	Parcel:	P57883 (Williams Parcel)	
	XRefID:	3803-003-017-0008	
	Abbreviated legal:	All of Lots 16 & 17, and a portion of lot 15 blk. 3 McNaught's First Add to Anacortes, Vol. 2 plats, p. 82, Skagit County, Washington.	

THIS AGREEMENT is made by and between Liam Doyle, a married man but acting only regarding his sole and separate property ("Doyle" herein); and Dianne E. Williams, a widowed woman ("Williams" herein). Doyle and Williams are referred to collectively herein as the "Parties". This document is referred to herein as the "Agreement" or "Instrument".

I. RECITALS

1. Doyle is the owner of Skagit County parcel P90256, which is real property, without improvements, and is hereafter referred to as the "Doyle Lot". The Doyle Lot has not been assigned a common address but is legally described as follows:

The east 15 feet of Lot 13, all of Lot 14 and the west 1/2 of Lot 15, Block 3, "McNAUGHT'S FIRST ADDITION TO ANACORTES," as per plat

recorded in Volume 2 of Plats, page 82, records of Skagit County, Washington.

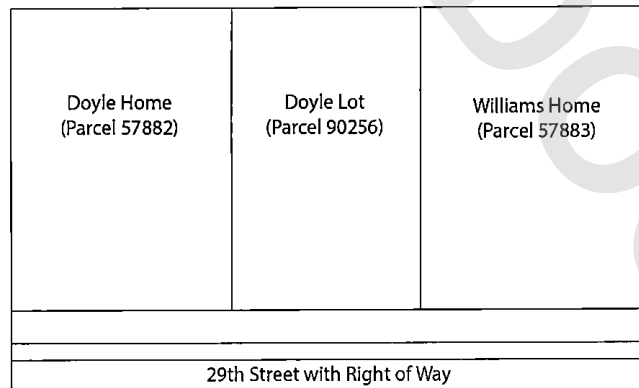
Situate in the City of Anacortes, County of Skagit, State of Washington.

2. The Doyle Lot is the servient estate.
3. Williams is the owner of Skagit County parcel P57883, which is improved real property and is hereinafter referred to as the "Williams Home". The Williams Home has a common address of 1604 29th Street, and is legally described as follows:

The east half of Lot 15, all of Lots 16 and 17, Block 3, MCNAUGHT'S FIRST ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 82, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

4. The Williams Home is a dominant estate.
5. Doyle is also the owner of Skagit County Parcel 57882 where his residence is located (the "Doyle Home" herein) and is included for reference purposes herein.
6. The Doyle Home, Doyle Lot and Williams Home all sit north of 29th Street, with the Doyle Lot situated in-between the Doyle Home, to the west and the Williams Home, to the east.
7. For reference only, and not to scale, the following graphic depicts the relationship between the parcels and 29th Street.



8. Currently Williams accesses the Williams Home both from the north and south. Both accesses are along a continuous paved area on the Doyle Lot.

From the south, the access is from 29th Street. As 29th Street extends in a roughly southwesterly direction west of J Avenue, it is sometimes alternatively described as "I Avenue". Herein, if not otherwise specified, "29th Street" also means "I Avenue".

From the north, the access is from the alley that runs in an east-west direction between 28th and 29th Street.

9. The purposes of this Agreement, in general terms, are:
 - a. To provide an easement across the Doyle Lot to the Williams Home, without limiting Doyle's own access.
 - b. To set forth responsibilities related to maintenance in the easement area.
 - c. To permanently terminate any claim Williams or their successors in interest may have to adverse possession or an easement by prescription across the Doyle Lot.
10. For purposes of this Agreement, successors of Doyle and William will replace them as the "Parties" of this Agreement. For example, if Williams sells the Williams Home to Smith, then Smith shall in all cases be a party and all references to Williams will apply to Smith.

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

II. THIS AGREEMENT RUNS WITH THE LAND

1. Upon recording this Instrument after it has been fully executed, **the easement and other agreements set forth herein will run with the land and bind the Parties, their heirs, successors in interest, agents, assigns and all others who may acquire an ownership or possessory interest in any of the real property described herein.**

III. TERMINATION OF CLAIMS

1. The Parties stipulate that Williams' use of the Doyle Lot is not sufficient for Williams to prevail on any claim of an easement by prescription or adverse possession over any part of the Doyle Lot.
2. The Parties acknowledge that because Williams has been using the Doyle Lot to reach the Williams Home, such a claim could arise in the future.
3. If the circumstances of Williams' use of the Doyle Lot are left unaddressed, Doyle risks prescriptive claims by the Williams, and Williams risks trespass and ejectment claims by Doyle and the loss of access to the Williams' home.
4. To eliminate the risk to both parties, and for the furtherance of good and neighborly relations, the Parties now wish to formalize Williams' use of the Doyle Lot by written easement. In doing so, Williams forever waives, releases and forgives any right or claim to a prescriptive easement, adverse possession or any other claim for ownership, use or other possessory interest in or over any portion of the Doyle Lot except as provided herein.

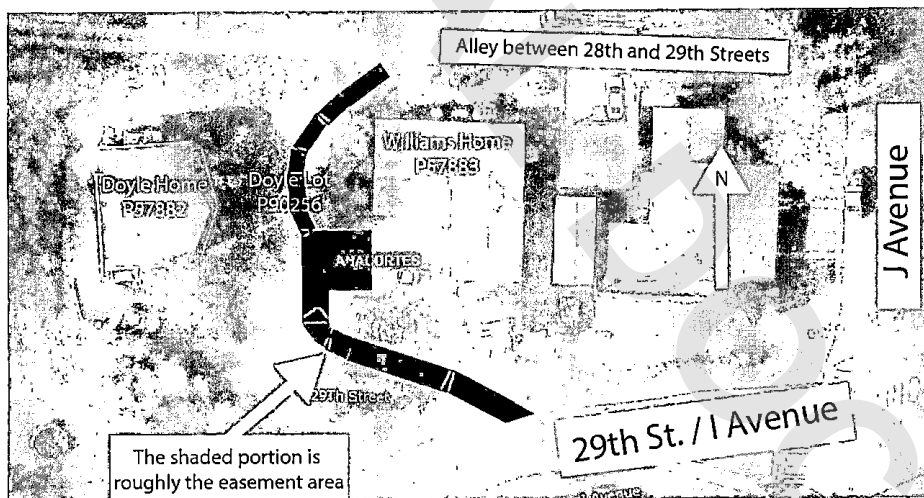
IV. THE EASEMENT

1. Grant of Easement: Doyle hereby Grants Williams an easement (the "Williams Easement" herein) for ingress and egress across the portion of the Doyle lot described in paragraph "2" and subject to the conditions set forth in paragraph "3-6".

2. Easement Area: Currently a paved serpentine strip running in a roughly north-south direction travels across the Doyle Lot between 29th Street north to the alley between 28th and 29th Street. Starting from the eastern edge of the entrance at 29th Street, the eastern boundary of easement area travels in a northwesterly direction, turns roughly to the north, then turns slightly northwest before turning northeast and meeting the alley between 28th and 29th street. The easement area is an area that extends roughly twelve feet from the described line. Williams turns in an easterly direction from the approximate midpoint of the easement to their parking area.

The easement area does not include any portion of the Doyle Home. The easement area does not include any portion of the Doyle Lot in a westerly direction, whether paved or not, that is wider than necessary for the purpose of ingress and egress.

The following illustration does not provide measurement or scale. However, it is included as an expression of the intention of the Parties. In other words, the general area of the easement which is provided in this picture is the "easement area" and no part of the written description of the easement area shall be interpreted to place the easement outside of the general area depicted in this illustration.



3. Use of the Easement Area: The easement granted herein is for ingress and egress only. The easement shall not be used for parking, storage of any items, utilities (whether above ground or underground), or any purpose other than traveling to and from the Williams Home.
4. No expansion of Scope: The easement granted herein is intended solely to access one residence. The easement shall not be expanded in scope by subdivision or otherwise. Further, the easement area shall not be widened beyond its boundaries as of the date of the execution of this Agreement.
5. Minimal Limit on Servient Estate: The owner of the servient estate (the Doyle Lot) shall not be limited in the use of the easement area except for any activity which prevents ingress and egress by the dominant owners for an extended period. The owner of the servient estate may, for example, use

the easement area for ingress and egress, run underground utilities in the area, improve the road, erect a gate (provided the owner of the dominant estate may freely open and close the gate), etc.

The owner of the servient estate shall put the dominant estate holder on notice of any planned activity that blocks ingress and egress for a period of longer than six hours. The owner of the dominant estate retains the right to object to the intended activity, and the servient estate must abide by any such objection. However, the dominant estate holder shall not unreasonably refuse a planned activity and shall work with the servient estate holder to find an alternate time for the dominant estate holder to conduct the planned activity. In no case shall the servient estate holder block ingress and egress for longer than is reasonably necessary to perform the intended activity. In all cases the servient estate shall work with the dominant estate to provide ingress and egress by another route if possible and reasonable, during any period when the servient estate holder blocks ingress and egress pursuant to this paragraph. If the parties cannot resolve such matters, then the parties shall proceed to the conflict resolution provisions of this Instrument.

6. **Use at your own Risk:** The dominant estate holder forever waives and releases the servient estate holder from claims related to injury to person or property that occurs during their use of the servient estate. Such release specifically extends to and covers injury that occurs as the direct or indirect result of the servient estate holder's negligence and also includes any harm that originates from the Doyle Home (such as a tree falling). All use of the servient estate is at the risk of the dominant estate holder.

V. MAINTENANCE AGREEMENT

1. **Damage beyond ordinary wear:** Each Party has a duty to promptly repair any damage to the easement area caused by their negligent or intentional acts, or use of the easement in a manner that causes more than ordinary wear in the area. These duties extend to the agents, invitees, licensees and any other person or entity acting on behalf of the party. For example, if the dominant estate holder causes heavy machinery to pass through the easement area creating potholes, the dominant estate holder must promptly repair these at their own expense.
2. **Ordinary Maintenance and Repair:** The dominant and servient estate holders shall be equally responsible for ordinary repair and maintenance of the easement area except for those repairs described in paragraph (V)(1) directly above. General maintenance includes but is not limited to filling potholes that occur from ordinary use, trimming encroaching vegetation, removing debris and weeding. The standard of maintenance is that the area is passable in an ordinary vehicle and free of major potholes or obstructions.

If the Parties cannot resolve issues arising from the provisions of this paragraph, they shall proceed to the conflict resolution provisions of this Instrument. However, any mediator or court shall keep in mind the standard of maintenance in resolving the matter.

3. **Paving:** The easement area is now paved, and the condition of the pavement is poor. This Agreement contemplates repaving the area, and the cost of

repaving shall be split equally between the Parties. Either party may repave the easement area at their own expense. If the Parties will share the cost, then either party may initiate repaving but, absent the agreement of the Parties, the repaving process shall proceed as follows:

- a. First, the initiating party shall give the other party written notice that they wish to repave the area. After such notice is delivered, the party receiving the notice has 30 days to dispute the initiating party. The disputing party may dispute the initiating party by the opinion of a licensed contractor, financial hardship, or on any other reasonable basis.
- b. If the parties cannot resolve the dispute, then they shall proceed to the conflict resolution provisions of this Instrument.
- c. If there is no dispute, or if the dispute is resolved in favor of repaving or major repair, then the initiating party shall obtain at least two written bids from licensed and bonded contractors regularly in the business of paving roads. The initiating party shall provide the other party with the written bids. Upon delivery of the bids, the other party shall have 30 days to obtain written bids of their own. At the end of this 30-day period, the Parties shall hire the lowest bidder unless they agree otherwise.
- d. Each Party shall be responsible for one-half of each payment to the contractor when it becomes due. Should one party pay any sum on behalf of the other party, then such loan shall be memorialized in the form of a promissory note bearing simple interest at five percent per annum.

VI. DISPUTE RESOLUTION AND GENERAL PROVISIONS

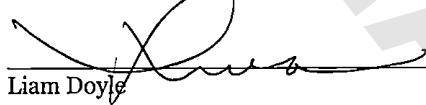
1. Dispute Resolution: In the event there is a dispute between the owners with regard to the enforcement or interpretation of this Easement and Agreement, the Parties shall first attempt to resolve the dispute in good faith between them. If the parties cannot resolve the dispute themselves, then such dispute shall be submitted to mediation in front of a mediator in Skagit County Washington, or another location if the owners mutually agree. The cost of such mediation shall be split between the owners. The owners must complete mediation prior to a lawsuit being filed to enforce this Agreement.
2. Attorney Fees: If any court action be commenced to enforce or interpret any provisions of this Agreement, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorney's fees and costs incurred with such action. This section does not apply to the required mediation in the paragraph directly above, during which no fees or costs shall be awarded, and such costs and fees associated with mediation shall also not be awarded in the event the matter is addressed in court.
3. Duplicate Originals: 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.
4. Merger: There are no prior agreements, verbal or written, that modify or affect this Agreement. Any future modification to this Agreement must be

in writing and signed by each of the Parties.

5. **Severability:** Should any portion or section of this Agreement be deemed unenforceable or superseded, then the remainder of this Agreement shall survive and continue to bind the Parties in all other manners set forth herein.
6. **Headers for Reference Only:** The headers, which appear underlined or in bold, such as "**Severability**" directly above, are intended only as reference and the words contained in those headers shall not be interpreted to bind the Parties.
7. **Venue:** The Parties agree that the venue in any proceeding based on this Agreement shall be Skagit County, Washington.

Signatures of the Parties:

Dated this 31st day of July 2026.


Liam Doyle

STATE OF WASHINGTON

)

COUNTY OF SKAGIT

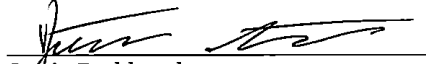
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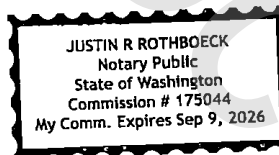
ss.

)

I certify that I know or have satisfactory evidence that **Liam Doyle**, 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 31st day of July 2026.


Justin Rothboeck
Notary Public in and for the State of Washington
Residing at Anacortes, Washington
My appointment expires September 9, 2026.



Dated this 31 day of July 2026.

Dianne E. Williams
Dianne E. Williams

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Dianne E. Williams**, acting in her individual capacity, is the person who appeared before me, and she 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.

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