



WHEN RECORDED RETURN TO:

Terrence and Lisa Roberge
828 State Route 532
Camano Island, WA 98282

EXCISE TAX EXEMPT

20 / DEC / 2023

**No Consideration Given
Island County Treasurer**

ROAD AND UTILITY EASEMENT

GRANTOR: Terrence A. Roberge and Lisa M. Roberge, husband and wife

GRANTEE: Terrence A. Roberge and Lisa M. Roberge, husband and wife

ABBREVIATED LEGAL DESCRIPTION: Ptn. Gov't. Lot 1 in Sec. 28, T32N, R3E, W.M.
Ptn. of the SW 1/4 of the SW 1/4 in Section 21, T32N, R3E, W.M.

ASSESSOR'S TAX PARCEL NUMBERS: R33228-338-0300, R33221-020-0350

This Road and Utility Easement Agreement ("Agreement") is made and entered into this 1st day of December, 2023, by and between Terrence A. Roberge and Lisa M. Roberge, husband and wife (in its capacity as the owner of Lot 1, as defined below, "Grantor") and Terrence A. Roberge and Lisa M. Roberge, husband and wife (in its capacity as the owner of Lot 2, as defined below, "Grantee") (together "Parties").

- A. Grantor is the owner of the property located in Island County, Washington, more particularly described as Island County Tax Parcel R33221-020-0350 and legally described as follows ("Lot 1"):

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY OF STATE HIGHWAY 532 AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 26, 1979 AS AUDITOR'S FILE NO. 351302 AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER WHICH IS 841 FEET EAST OF THE SOUTHWEST CORNER THEREOF;

THENCE NORTH A DISTANCE OF 92 FEET MORE OR LESS TO THE SOUTH LINE OF SAID STATE HIGHWAY AND THE TERMINUS OF SAID LINE;

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 28, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28;

THENCE SOUTH 89°04'30" EAST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 609.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 7°52'57" EAST A DISTANCE OF 116.01 FEET;

THENCE SOUTH 89°04'30" EAST A DISTANCE OF 196.75 FEET;

THENCE NORTH 14°37'12" EAST A DISTANCE OF 118.00 FEET TO THE NORTH LINE OF SAID SECTION 28;

THENCE NORTH 89°04'30" WEST ALONG THE NORTH LINE OF SAID SECTION 28 A DISTANCE OF 242.25 FEET TO THE TRUE POINT OF BEGINNING;

(SAID PREMISES IS ALSO KNOWN AS LOT A OF BOUNDARY LINE ADJUSTMENT NO. 012/94, RECORDED MAY 18, 1994 UNDER AUDITOR'S FILE NO. 94011525)

EXCEPT THAT PORTION ADJUDICATED BY THE STATE OF WASHINGTON UNDER CONDEMNATION ACTION FILED UNDER ISLAND COUNTY SUPERIOR COURT CASE NO. 94-2-00313-0.

ALSO EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE S87°53'06"E, ALONG THE SOUTH LINE OF SAID SECTION 21, FOR 69.00 FEET;

THENCE N01°46'48"E FOR 154.21 FEET;

THENCE N52°52'08"E FOR 187.59 FEET;

THENCE N20°08'32"E FOR 107.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF SR532, A NON-TANGENT POINT ON A CURVE TO THE LEFT HAVING A RADIUS CENTER THAT BEARS S16°28'17"W 1193.30 FEET DISTANT;

THENCE NORTHWESTERLY, ALONG SAID CURVE, FOR 252.00 FEET WHILE CONSUMING A CENTRAL ANGLE OF 12°05'59" TO THE WEST LINE OF SAID SECTION 21;

THENCE S01°46'48"W, ALONG SAID WEST LINE, FOR 410.99 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

- B.** Grantee is the owner of the property located in Island County, Washington, more particularly described as Island County Tax Parcel R33228-338-0300 and legally described as follows ("Lot 2"):

THAT PORTION OF GOVERNMENT LOT 1, SECTION 28, TOWNSHIP 32 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28;
 THENCE SOUTH 89°04'30" EAST ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 609.19 FEET;
 THENCE SOUTH 7°52'56" EAST A DISTANCE OF 890.54 FEET;
 THENCE SOUTH 85°11'45" WEST A DISTANCE OF 744.10 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 954.33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 28;
 THENCE NORTH A DISTANCE OF 954.33 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21;
 THENCE S87°53'06"E, ALONG THE SOUTH LINE OF SAID SECTION 21, FOR 69.00 FEET;
 THENCE N01°46'48"E FOR 154.21 FEET;
 THENCE N52°52'08"E FOR 187.59 FEET;
 THENCE N20°08'32"E FOR 107.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF SR532, A NON-TANGENT POINT ON A CURVE TO THE LEFT HAVING A RADIUS CENTER THAT BEARS S16°28'17"W 1193.30 FEET DISTANT;
 THENCE NORTHWESTERLY, ALONG SAID CURVE, FOR 252.00 FEET WHILE CONSUMING A CENTRAL ANGLE OF 12°05'59" TO THE WEST LINE OF SAID SECTION 21;
 THENCE S01°46'48"W, ALONG SAID WEST LINE, FOR 410.99 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

- C.** Grantor desires to grant an access and utility easement along an existing driveway located on said Lot 1 to benefit said Lot 2 and legally described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;
 THENCE S87°53'06"E, ALONG THE SOUTH LINE OF SAID SECTION 21, FOR 69.00 FEET;
 THENCE N01°46'48"E FOR 154.21 FEET;
 THENCE N52°52'08"E FOR 187.59 FEET;

THENCE N20°08'32"E FOR 73.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUE N20°08'32"E FOR 34.00 FEET, TO THE SOUTH RIGHT-OF-WAY OF
 SR532, A NON-TANGENT POINT ON A CURVE TO THE RIGHT HAVING A RADIUS
 CENTER THAT BEARS S16°28'17"W 1193.30 FEET DISTANT;
 THENCE SOUTHEASTERLY, ALONG SAID CURVE, FOR 37.97 FEET WHILE CONSUMING A
 CENTRAL ANGLE OF 01°49'23";
 THENCE S66°46'02"W FOR 52.17 FEET TO THE POINT OF BEGINNING;

SITUATE IN ISLAND COUNTY, WASHINGTON.

Now, therefore, in consideration of the mutual promises herein and other good and valuable consideration:

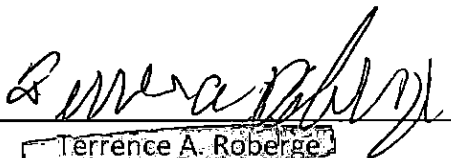
1. **Grant.** Grantor grants to Grantee, subject to matters of record, a perpetual, non-exclusive easement thirty (30) feet in width ("Easement") for ingress and egress over, on, under and across the existing driveway on Lot 1, which is generally depicted on the attached Exhibit A ("Driveway"), together with the right to construct, repair and maintain underground telephone lines, cable lines, electric lines and other utilities in the Easement. The Easement is appurtenant to and for the benefit of the Grantee Property.
2. **Terms and Conditions.**
 - A. The Easement shall be a nonexclusive, perpetual easement for ingress, egress, and utilities.
 - B. Grantee shall be solely responsible for all of the costs and liabilities associated with establishing, building, installing, maintaining, and using the Easement for road and/or utility purposes that are for Grantee's benefit and are located within the Easement.
 - C. Grantor shall not build, construct, or install any improvement or engage in any other activity that impairs Grantee's ability to exercise the rights conveyed to Grantee under this instrument.
 - D. Grantee agrees to use the Easement in a safe and reasonable manner. Any use of the Easement Area by Grantee, its agents, employees, contractors, subcontractors, lenders, guests, or invitees ("Grantee Parties") shall be deemed to be at the risk of the person or entity using the Easement, and Grantor, and successors and assigns shall not be liable or responsible for any damage to property or injury to person or loss of life that may result to any of the Grantee Parties or any third person or entity.
 - E. Grantee shall comply with all federal, state and local laws applicable to its activities in the Easement and shall assume all cost and expense and responsibility in connection therewith, without any liability whatsoever to Grantor.

- F. Grantee shall indemnify, defend and hold Grantor, its successors, assigns, agents, employees and contractors, harmless from any and all losses, damages, fines, penalties, liens, liabilities and expenses resulting from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property alleged to be attributable to use of the Easement by Grantees or Grantee's Parties.
- G. This Easement shall not be terminated by implication, nonuse or abandonment and no release of this Easement shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect, executed by Grantee and Grantor, and their successors and assigns.
- H. This Easement may not be modified except through a recorded agreement executed by the parties or their respective successors in interest.
- I. It is the intent of the Parties hereto that the easement rights granted herein shall not extinguish or terminate solely by reason of the existing or future common ownership of the real property described herein.
- J. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.
- K. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Island County. If either party commences an action against the other party arising out of or in connection with this Easement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
- L. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns and shall continue as a servitude running in perpetuity with Lot 1 for the benefit of Lot 2.

SIGNATURE PAGES FOLLOW


In witness whereof, the Parties have executed this Agreement this 7th day of December ~~2019~~ ²⁰²³:

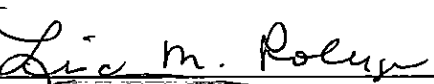
GRANTOR: Terrence A. Roberge and Lisa M. Roberge, husband and wife

By:  Dated: 12 7 2023
Terrence A. Roberge

By:  Dated: 12-7-2023
Lisa M. Roberge

GRANTEE: Terrence A. Roberge and Lisa M. Roberge, husband and wife

By:  Dated: 12 7 2023
Terrence A. Roberge

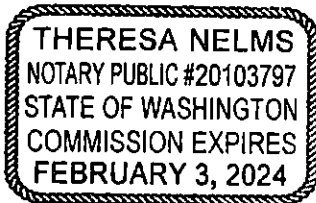
By:  Dated: 12-7-2023
Lisa M. Roberge

ADDITIONAL SIGNATURE PAGE FOLLOWS

STATE OF WASHINGTON)
) ss.
 COUNTY OF Snohomish)

On this 7th day of December 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared TERRENCE A. ROBERGE, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

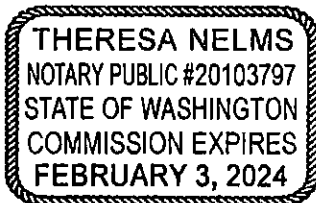


Theresa Nelms
 NOTARY PUBLIC in and for the State of
 Washington, residing at Oak Harbor
 Print Name: Theresa Nelms
 My commission expires Feb 3 2024

STATE OF WASHINGTON)
) ss.
 COUNTY OF Snohomish)

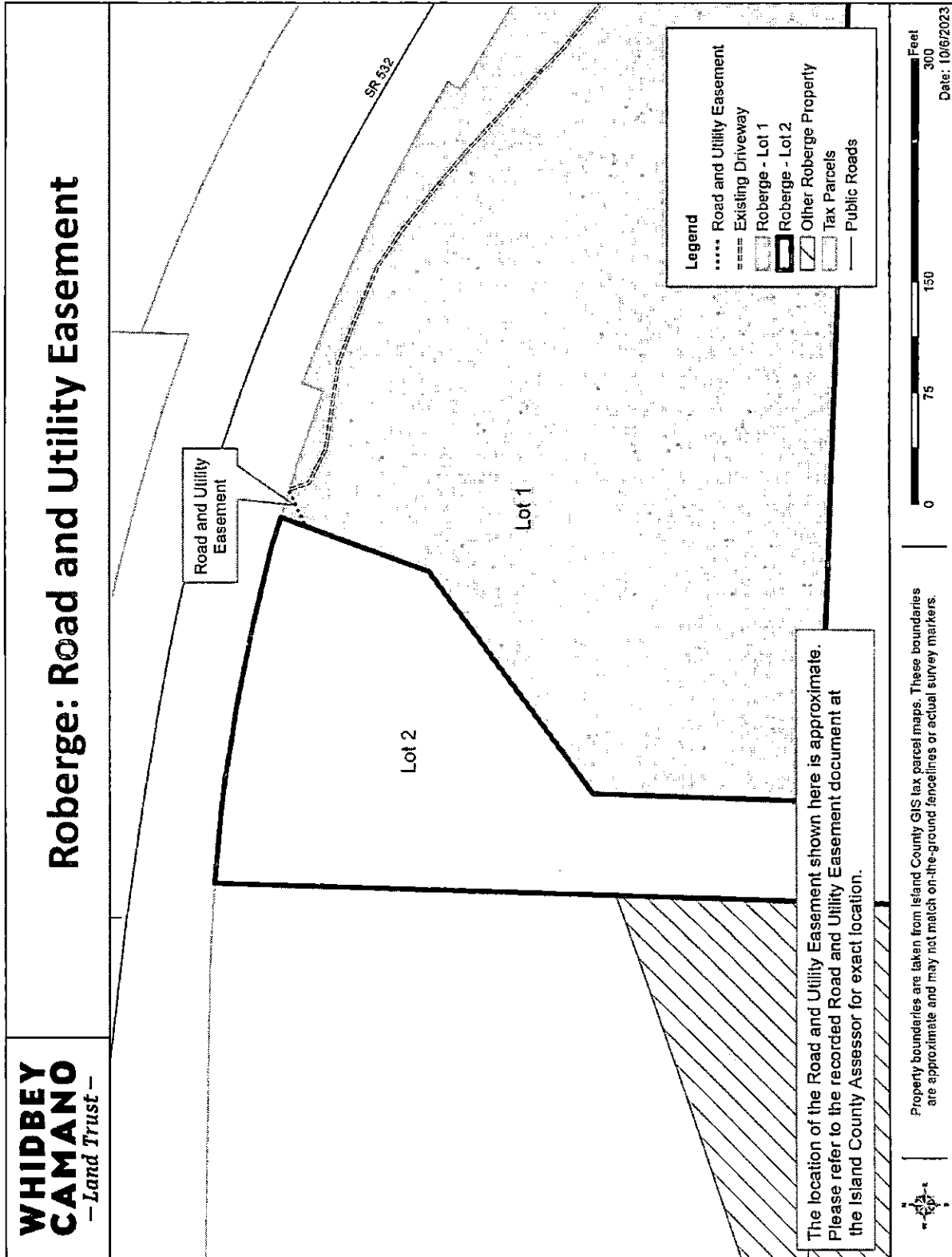
On this 7 day of December 2023, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared LISA M. ROBERGE, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that ^{her}he signed the said instrument as ^{his}free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Theresa Nelms
 NOTARY PUBLIC in and for the State of
 Washington, residing at Oak Harbor
 Print Name: Theresa Nelms
 My commission expires Feb 3 2024

EXHIBIT A: Location of Easement



END OF DOCUMENT