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Kathy Hill, Skagit County Auditor

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WHEN RECORDED RETURN TO:

THOMAS L. ALLEN
P. O. Box 817
ANACORTES, WA 98221

ISLAND TITLE COMPANY

AE 7182

SA 19837

EASEMENT AGREEMENT

GRANTORS: THOMAS J. ALLEN AND PAMELA J. ALLEN, husband and wife

GRANTEE: DONALD BRANHAM, a single man

LEGAL DESCRIPTION: Lot 14 and the East one-half of Lot 15, Block 4, J.M. Moores Addition to Anacortes as per plat recorded in Volume 1 of Plats, page 32.

TAX PARCEL NO.: 3804-004-014-0008 & 3804-004-017-0005

THIS AGREEMENT is made this 31 day of JULY, 2000, by and between THOMAS L. ALLEN and PAMELA J. ALLEN, husband and wife, ("Grantors") and DONALD BRANHAM, a single man ("Grantee").

RECITALS:

A. Grantors are the owners of Lots 13, 14, and the east 1/2 of Lot 15, Block 4, J.M. Moores Addition to the City of Anacortes as per plat recorded in Volume 1 of Plats, Page 32 (hereinafter referred to as "Allen Property"); and

B. Grantee is the owner of the West half of Lot 15, Lots 16 and 17, Block 4, J.M. Moores Addition to the City of Anacortes as per plat recorded in Volume 1 of Plats, Page 32 (hereinafter referred to as the "Branham Property"); and

C. Grantors have purchased the Allen Property from Grantee and as a part of the consideration for said purchase have agreed to grant an easement and a restrictive covenant to Grantee upon certain terms and conditions; and

NOW THEREFORE, the parties agree as follows:

1. Grant of Easement for access, utilities and use. Grantors grant and convey to Grantee, a perpetual, non-exclusive easement over, under, and across the east half of Lot 15 for ingress, egress, utilities, and maintenance. Grantee agrees that he will erect no buildings or structures on the easement area. The existing fence shall remain on the eastern border of the easement area.

2. Maintenance of the Easement Area. Grantee shall, at Grantee's sole cost and expense, maintain the landscaping and the fence. Said costs shall include those for the maintenance, repair, and replacement of utility lines, the fence, and the costs connected with the mowing and landscaping of said area. In the event that Grantee fails to maintain the easement area as provided for herein, Grantors may give Grantee written notice by certified mail, return receipt requested, to cure said default(s) within 15 days and in the event said default is not cured by said date, Grantors, or their agents or employees, may perform the necessary maintenance or repairs and the costs of the same, together with interest at the rate of 12% per annum, shall become a lien upon the property (which may be evidenced by the filing of a mechanics lien with the Skagit County Auditor). In the alternative, Grantors, upon an additional 30 days written notice by certified mail, return receipt requested, may give notice of their intent to file a document voiding the easement and covenant referred to above and/or to commence a quiet title action to remove the same as encumbrances against Grantors' property.

3. Restrictive Covenant. For so long as the easement referred to above remains in full force and effect, Grantors agree that they will not place a foundation for any building within six (6) feet to the east from the west line of Lot 14 of the Allen Property.

4. Successors and Assigns. The easements and agreements contained herein shall inure to the benefit of, and bind the successors and assigns of, the parties hereto.

5. Enforcement. In the event it is necessary for either party to retain the services of an attorney to enforce their agreements or covenants contained herein, they shall be entitled to their reasonable attorney's fees and costs, and the venue of any legal action shall be in Skagit County, Washington.



DATE: 7-31-00

TH L Allen
THOMAS L. ALLEN, Grantor

DATE: 7/31/00

P J Allen
PAMELA J. ALLEN, Grantor


DATE: 7-31-2000

Donald E Branham
DONALD BRANHAM, Grantee

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS

On this day personally appeared before me THOMAS L. ALLEN and PAMELA J. ALLEN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN ~~under my hand~~ and official seal this 31st day of

July

JEAN A. CRANDALL
Notary Public - State of Washington
My Commission Expires 7-15-01

Notary Public in and for the State
of Washington, residing at

SKAGIT COUNTY WASHINGTON

Real Estate Excise Tax
PAID

My appointment expires: 7-15-01.


STATE OF WASHINGTON JUL 31 2000
SS

COUNTY OF SKAGIT

Amount Paid \$0
By: DC Deputy
Skagit County Treasurer

On this day personally appeared before me DONALD BRANHAM to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN ~~under my hand~~ and official seal this 31st day of

July

JEAN A. CRANDALL
Notary Public - State of Washington
My Commission Expires 7-15-01

Notary Public in and for the State
of Washington, residing at

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