

After recording return document to:

William B. and Mary Ann Lindberg
9790 Padilla Heights Road
Anacortes, WA 98221



200108090198

, Skagit County Auditor

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Document Title: **LIMITED EASEMENT**

Reference Number of Related Document: **8712300031 and 9611260077**

Grantor(s): **Jay Gillman and Dawn M. Gillman, husband and wife**

Additional Grantor(s) on page N/A of document.

Grantee(s): **William B. and Mary Ann Lindberg, husband and wife**

Additional Grantee(s) on page N/A of document.

Abbreviated legal description: **PTN of LOT 5 SECTION 31, T35N, R2E and PTN of LOT 2, SECTION 32, T35N, R2E of W.M.**

Additional legal description(s) on page(s) _____ of document.

Assessor's tax/parcel numbers: **P33268 350231-1-015-0103**
P33282 350231-1-021-0005

LIMITED EASEMENT

This agreement is made this 16 day of September, 2000, between Jay Gillman and Dawn M. Gillman, husband and wife, of 15599 Yokeko Drive, Anacortes, Washington 98221, hereinafter referred to as "Grantor", and William B. and Mary Ann Lindberg, husband and wife, of 9790 Padilla Heights Road, Anacortes, Washington 98221, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit and legally described on Exhibit "A" attached hereto and incorporated herein; and

LIMITED EASEMENT

GRANTOR: JAY GILLMAN and DAWN M. GILLMAN, husband and wife
GRANTEE: WILLIAM B. and MARY ANN LINDBERG, husband and wife

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WHEREAS, Grantee is owner of certain lands and premises, including a legal, unopened and undeveloped access not provided for in this easement, situated in the County of Skagit and legally described on Exhibit "B" attached hereto and incorporated herein, and is also desirous of acquiring the privilege to for additional ingress and egress over Grantor's lands and premises; and

WHEREAS, Grantor may in the future construct, reconstruct or improve Hilene Lane to County standards including curbs, gutters, sidewalks, driveways across sidewalks, storm drains, retaining walls, street illumination, landscaping, slope protection and underground power, and necessary appurtenances consistent with good street construction, so as to benefit Grantee's property, possibly through the formation of a Local Improvement District or due to the platting of Grantor's property.

NOW THEREFORE, in consideration of Grantee's agreement to contribute Grantee's fair share of the cost to construct a roadway and other improvements typically the subject of a Local Improvement District or as part of required plat access improvements which will benefit Grantee's property, which agreement is a covenant to run with Grantee's land, Grantor does hereby grant, bargain, sell and convey unto Grantee, a non-exclusive easement twenty feet (20') in width, for road, travel and utility purposes, with full right of ingress and egress, over, along, under and across an existing former logging road commonly referred to as Hilene Lane, commencing at the County's Whistle Lake Road and traversing in an easterly direction over Grantor's Parcel "B" and the southwesterly portion of Parcel "A" as described on Exhibit "A".

This limited easement shall benefit, be appurtenant to and run with Grantee's real property described on Exhibit "B".

This limited easement is also subject to and conditioned upon the following terms and conditions:

1. Other than Grantee maintaining one (1) electrical service wire from an existing power pole, Grantee shall not install any other utilities on Grantor's property without Grantor's prior written approval. Grantee's limited ingress and egress easement rights as hereinabove set forth and the right to maintain one (1) overhead electrical service wire from an existing power pole is the extent of Grantee's rights herein. No additional use of Grantor's property is allowed without Grantor's previous written approval.
2. This easement shall serve no more than one single-family residence and typical accessory structures on Grantee's property.

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GRANTEE: WILLIAM B. and MARY ANN LINDBERG, husband



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3. Grantee shall comply with all laws and ordinances applicable to Grantor's property and Grantee's use of Grantee's limited easement rights, and shall not allow Grantor's property to be subjected to any lien which might be claimed as a result of Grantee's use of its limited easement rights and Grantee and its guests shall observe a 20 mph speed limit on the easement at all times.
4. Grantee shall promptly pay to Grantor its fair share of any costs incurred by Grantor to maintain Hilene Lane as a substandard graveled roadway or as such type of roadway as the easement area may become, if improved.
5. Grantee shall be solely liable for any acts or actions performed on Grantee's part or by Grantee's agents in conjunction with Grantee's use of Grantee's limited easement rights. Grantee hereby agrees that Grantor shall not be liable for any damage or injury suffered by Grantee on Grantor's property or for any damage or injury to other property upon Grantor's property. Grantee further agrees to save and hold Grantor harmless from all claims for damages suffered by any person on Grantor's Property which may arise as a result of Grantee's use of its limited easement rights and Grantee hereby waives any and all claims for personal injury and/or property damage against Grantor, including those based on Grantor's sole negligence.
6. Grantee's limited easement rights herein shall automatically terminate:
 - a) within thirty (30) days of Grantee being in default of any agreement herein made with Grantor by Grantee and said default not being cured within said (30) day period;
 - b) upon Grantor conveying title to Hilene Lane to Skagit County once the same is improved to Skagit County standards, and
7. The terms, conditions, and provisions of this limited easement shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

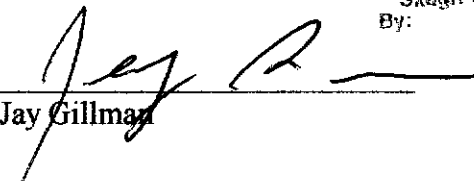
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

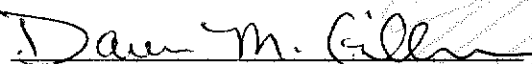
Easement

GRANTOR:

AUG 09 2001

Amount Paid \$
Skagit County Treasurer
By: Deputy


Jay Gillman


Dawn M. Gillman

LIMITED EASEMENT

GRANTOR: JAY GILLMAN and DAWN M. GILLMAN, husband and wife

GRANTEE: WILLIAM B. and MARY ANN LINDBERG, husband and wife



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GRANTEE:

William B. Lindberg
William B. Lindberg

Mary Ann Lindberg
Mary Ann Lindberg

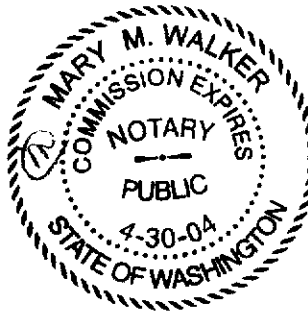
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this 18 day of Sept, 2000, before me personally appeared Jay Gillman and Dawn Gillman to me known to be the individual(s) described in and who executed the within instrument and acknowledged he/she/they signed and sealed the same as his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

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



Mary M. Walker
(Signature)
Mary M. Walker
(Print Name)

Notary Public in and for the State of
Washington, residing at Mount Vernon
My Commission expires: 4/30/04

STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this 30th day of Jan, 2000, before me personally appeared William Lindberg and Mary Ann Lindberg to me known to be the individual(s) described in and who executed the within instrument and acknowledged he/she/they signed and sealed the same as his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

LIMITED EASEMENT

GRANTOR: JAY GILLMAN and DAWN M. GILLMAN, husband and wife

GRANTEE: WILLIAM B. and MARY ANN LINDBERG, husband and wife



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

PENNY WILLOUGHBY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 19, 2003

Penny Willoughby
(Signature) PENNY WILLOUGHBY

(Print Name)

Notary Public in and for the State of

Washington, residing at ANACORTES

My Commission expires: 04-19-2003

LIMITED EASEMENT

GRANTOR: JAY GILLMAN and DAWN M. GILLMAN, husband and wife

GRANTEE: WILLIAM B. and MARY ANN LINDBERG, husband and wife

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