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Skagit County Auditor

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## **GRANT OF EASEMENT - PLANTER ENCROACHMENT**

Grantor(s) Ted Tsuchida and Judi Tsuchida, husband and wife

Grantee(s) David Nakanishi and Kim Nakanishi, husband and wife

Abbreviated legal description grantor: PTN LOTS 2, 3, 4, AND 5 BLK290

Abbreviated legal description Grantee: POTTER'S TO FIDALGO CITY LT 1 n 5.5FT LT 2BLK 290

Assessor's Parcel/Tax ID No./Grantor - P73418/4106-290-005-0007/P73417/4106-290-003-0009;P20555/340219-0-070-0002

Assessor's Parcel/Tax ID No./Grantee - P73416/4106-290-002-0000

1. THE GRANTORS, Ted Tsuchida and Judi Tsuchida, husband and wife, are owners of the following property, herein referred to as the subservient property:

Full legal description attached as "A"

2. THE GRANTEES, David Nakanishi and Kim Nakanishi, husband and wife, are the owners of the following property, hereby referred to as the dominant property:

Full legal description attached as "B"

3. In consideration of the mutual benefits to be derived the Grantors hereby grant and convey to Grantees to use, enjoy and maintain a stone planter which encroaches along the length of Grantors northerly boundary:

1. Purpose: Said easement is for the purpose of defining the encroachment by the stone planter. Grantee shall have the right to use, enjoy, inspect, maintain and repair said planter.

2. Access: Grantee shall have no right of access over the across the remainder of Grantor's property to enable Grantee to exercise his rights hereunder except upon the encroachment defined herein.

3. Indemnity: By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person

which may be caused by the Grantee's exercise of the rights herein granted; provided that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

4. Entire Agreement; This Agreement constitutes the entire agreement of the parties with respect to the matters described herein, and supercedes all prior discussions, negotiations, understandings, or agreements relating to the matters described in this Agreement. No alteration or variations of this Agreement shall be valid or binding unless contained in an amendment signed by the Grantor and Grantee of their respective successors.

as easement for ingress and egress and utilities over the subservient property to serve residential use for residences lawfully situated on the dominate property and to serve subsequent lawful development or construction on the dominant property. Said easement is described herein as follows:

Attached as "C"

4. No improvements to the easement shall touch or interfere with the remaining portion of the subservient property. Nor shall the grantees conduct any activity on the easement that constitutes a nuisance or that interferes with unreasonably with the grantor's use of the remaining portion of the subservient property. Grantors reserve the right to use the easement for their own proposes provided they do not damage the improvements made by the grantees or do not interfere with the grantees' use of the easement.

5. Said easement shall be for the benefit of the property owned by the Grantees as described above and shall be a burden on the property owned by the Grantors. This easement is superior and paramount to the rights of the parties to any subservient estate created herein, and said easement shall be binding upon the heirs, successors, and assigns of the parties thereto.

SIGNED THIS 1 DAY OF April, 2003.

  
Ted Tsuchida

  
Judi Tsuchida



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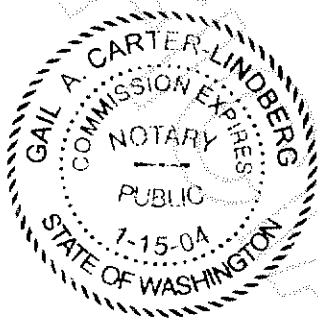
STATE OF WASHINGTON )

)ss

COUNTY OF SKAGIT )

On this day personally appeared before me Ted Tsuchida and Judi Tsuchida 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 THE DATE ABOVE WRITTEN.



*Gail A. Carter-Lindberg*  
Print Name GAIL A. CARTER-LINDBERG  
NOTARY PUBLIC in and for the State  
of Washington residing at Redmond, WA  
My commission expires: 7-15-04



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**EXHIBIT "A"**

The South 7 feet of the North 12 1/2 feet of Lot 2, and the South Half of Lot 2, all of Lots 3, 4, and 5, all in Block 290, JULIUS S. POTTER'S PLAT OF FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 77, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated Lexington Avenue and those portions of the vacated alley located within Block 290 of said plat, which attached thereto by operation of law;

ALSO TOGETHER WITH Tidelands of the Second Class adjacent to and abutting upon Lots 2 through 5, inclusive, of said Block 290.

Situate in Skagit County, Washington.

- END OF EXHIBIT "A" -



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Exhibit "B"

Lot 1 and the N5 1/2 feet of lot 2, Block 290, Julius S. Potter's Plat of Fidalgo City, according to the plat recorded in Volume 2 of Plats, page 77 records of Skagit county, Washington;

Together with adjacent to and abutting upon tidelands;

Together with the vacated streets and alleys located within Block 290 of said plat, which attached thereto by operation of law.

End of Exhibit "B"



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