



200308190039
Skagit County Auditor

8/19/2003 Page 1 of 5 9:06AM

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

DECLARATION OF EASEMENT

GRANTORS: Lawrence S. Gilman and Cheryl A. Gilman,
husband and wife

GRANTEES: Willard B. Moffitt, Sr. and Sandra G. Moffitt,
husband and wife

GRANTORS' PROPERTY: Lot 4B, "WILDWOOD LANE", Replat of Lot 4,
5, 6, and 7, of Assessor's Plat of Henry W. McFadden Estate",
as per plat recorded in Volume 10 of Plats, pages 46 and 47,
records of Skagit County, Washington.
Subject to and together with all matters of record.

TAX PARCEL NUMBER: P78260

GRANTEES' PROPERTY: Tract 4A "WILDWOOD LANE, Replat of Lots
4, 5, 6, and 7, Assessor's Plat of Henry W. McFadden Estate,
as per plat recorded in Volume 10 of Plats, pages 46 and 47,
records of Skagit County, Washington.
Subject to and together with all matters of record.

TAX PARCEL NUMBER: P78259

GRANTORS, Lawrence S. Gilman and Cheryl A. Gilman, husband and wife, in consideration of the payment of \$15,000.00, the receipt of which is hereby acknowledged, convey and grant onto Willard B. Moffitt, Sr., whose name may also appear of record as Willard B. Moffitt, and Sandra G. Moffitt, husband and wife, the GRANTEES, for their use and benefit as the owners of their above described property, a non-exclusive twenty (20) foot easement for ingress, egress, and utilities (including water lines), over, under and across the following described portion of Grantors' above described property:

The northern portion of Grantors' above described property starting at a point on the east property

DECLARATION OF EASEMENT - 1

line 100 feet south of the northeast corner and continuing north along the east property line to the northeast corner, then west along the north property line to the northwest corner, then south along the west property line 142 feet to the southwest corner of the easement, then northeastwardly to the southeast corner of the easement and point of beginning.

Said easement shall be on the following terms and conditions:

1. At such time that the road for ingress and egress is constructed, Grantee agrees to provide a more detailed description of the actual location of the 20 foot easement and the parties agree that they will enter into an "Amended Declaration of Easement" which will be recorded with the Skagit County Auditor's Office. Said amendment will contain sufficient detail to describe the approximate location of the easement right of way on the northern portion of Grantors' property as described above. When said amendment is recorded Grantees' easement rights shall be restricted to the area on Grantors' land described in the amendment. It shall not be a requirement that said description be prepared by a licensed surveyor or engineer. The parties further agree that any utilities that are installed at any time shall be adjacent to the road to be constructed.

2. Any and all expense connected with the construction, maintenance, repair, and/or replacement of the road and any utility lines over the subject property shall be at the Grantees' sole expense.

3. Grantees shall use their best efforts to maintain trees and vegetation so that the Grantees' access road and any utilities are not visible from the balance of Grantors' property provided that, if by reason of fire or any other act of nature occurs which makes this impractical, the Grantees shall be excused from this requirement for so long as they make their best reasonable efforts to restore the same.

4. Grantees shall indemnify and hold the Grantors harmless from any and all claims that may result from the usage of said easement rights by Grantees, or their agents, servants, employees, guests, or invitees.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

4061

AUG 13 2003

Amount Paid: \$ 229.50
By *DA* Skagit Co. Treasurer Deputy

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5. That the easement rights granted hereunder shall run with Grantors' and Grantees' land and shall be for the benefit of, and be binding upon, the respective parties heirs, successors and assigns.

6. That in the event that is necessary for any party hereto to bring a legal action to enforce the terms and conditions of this Easement, the prevailing party shall be entitled to their reasonable attorney's fees and costs.

Lawrence S. Gilman

LAWRENCE S. GILMAN

Cheryl A. Gilman

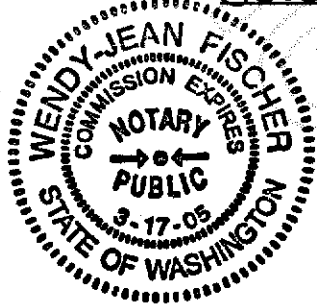
CHERYL A. GILMAN



STATE OF WASHINGTON)
COUNTY OF King) ss

I certify that I know or have satisfactory evidence that LAWRENCE S. GILMAN signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: Aug 7/03



Wendy-Jean Fischer
Notary Public in and for the State of
Washington, residing at
Granite Falls WA
My commission expires: 3-17-05

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that CHERYL A. GILMAN signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: 8/8/03



Lisa "Nicki" Caulfield
Notary Public in and for the State of
Washington, residing at Anacortes
Lisa "Nicki" Caulfield
My commission expires: 10/20/04

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