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Mount Vernon, Washington 98273



200308190066
Skagit County Auditor

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FIRST AMERICAN TITLE CO.
~~ACCOMMODATION RECORDING ONLY~~

DECLARATION OF EASEMENT FOR DRAINAGE M8165

GRANTOR: Island Development, LLC, Declarant SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTEE: Island Development, LLC

AUG 19 2003

LEGAL DESCRIPTION:

Ptn. Lots 1 through 7, inclusive, Block 230, "Original Map of the City of Anacortes," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Amount Paid \$ 2
Skagit Co. Treasurer
By Rp Deputy

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.:
REFERENCE #s OF DOCU-
MENTS ASSIGNED/RELEASED:**

P56322/
3772-270-005-0008

None

EASEMENT:

1. Easement. The Grantor hereby declares a non exclusive ten (10) foot wide perpetual easement (the "Easement") over, under, through, and across Grantor's property legally described as Lots 1 through 7, inclusive, Block 230, "Original Map of the City of Anacortes," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington. The ten (10) foot Easement area shall be contiguous with the Northerly boundary of the subject property. Said Easement shall be for the purpose of underground storm sewer. The storm water is to be transferred across the property in the Easement area through a drain pipe to be not less than eight (8) inches in diameter, which has been installed by Grantor. The said Easement is appurtenant to and shall be a covenant running with the land in perpetuity, which property is legally described as Lots 5 through 10,

- NO MONETARY CONSIDERATION -

Declaration of Easement for Drainage

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inclusive, and the West Twenty Feet (20') of Lot 4 Block 230, "Original Map of the City of Anacortes," as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington (the Dominant Estate).

2. Unlimited Drainage and Benefit. The grant of rights hereunder benefits all future subdivisions and redivisions of the Grantor's property, regardless of the number of lots which may be subsequently created. This easement shall benefit the successors and assigns of the Grantor.

3. Access. The Grantor shall have reasonable access to the property for the purpose of installing and maintaining the drainage system.

4. Cost of Construction and Maintenance. To this end, Grantor and its successors in interest shall bear and promptly pay all costs and expenses of construction and maintenance of the storm water system within the Easement area. The Grantor and its successors shall not allow any lien to come against the property of the Servient Estate for any purpose permitted under RCW 60.04 or similar replacement statute.

5. Compliance with Laws and Rules. The owners of the Dominant Estates shall, at all times, exercise their rights and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.

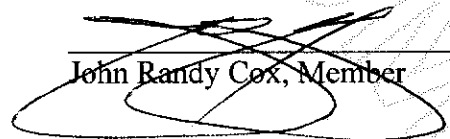
6. Work Standards. All work to be performed by any Dominant Property Owners shall be completed in a careful and workman like manner. Upon completion of any construction permitted under this agreement, the Dominant Property Owners shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

Grantor:

Island Development, LLC


Charlie Barefield, Member


Vince Ventimiglia, Member

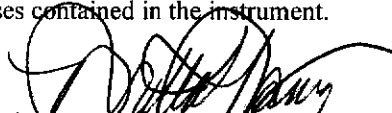

John Randy Cox, Member



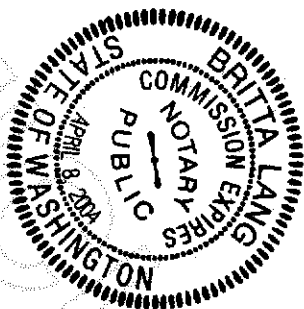
State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Charlie Barefield is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him the uses and purposes contained in the instrument.

DATED: 8/18, 2003.




Britta Lang, Notary Public
My commission expires: 4/8/04



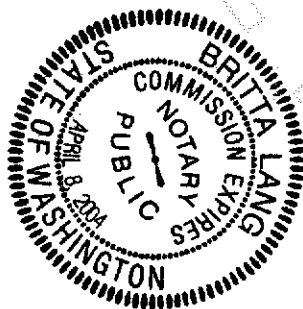
State of Washington)
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County of Skagit)

I certify that I know or have satisfactory evidence that John Randy Cox is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him the uses and purposes contained in the instrument.

DATED: 8/18, 2003.



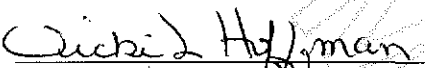
Britta Lang, Notary Public
My commission expires: 4/8/04



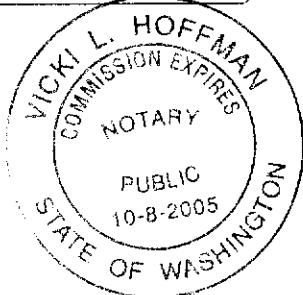
State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Vince Ventimiglia is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Island Development, LLC, to be the free and voluntary act of him the uses and purposes contained in the instrument.

DATED: 8/18, 2003.




VICKI L. HOFFMAN, Notary Public
My commission expires: 10-8-05



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