

Requested by
Morgan Brown-Joy
One Boston Place Ste 1616
Boston, MA 02108

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273



200408190051
Skagit County Auditor

8/19/2004 Page 1 of 5 9:29AM

EASEMENT FOR RETAINING WALL AND PARKING

GRANTORS: George Terek and Margarita D. Rodionova-Terek, husband and wife.

GRANTEE: James M. Paulson, a single man.

LEGAL DESCRIPTION: Portion of Block 221, "Plat of Fidalgo City" and plat of "City of Fidalgo Skagit County and Territory of Washington"

Additional Legal Description attached as Exhibit A

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO. P68465 (3983-001-050-0002)

REFERENCE #s OF DOCUMENTS ASSIGNED/RELEASED: None

EASEMENT:

This agreement is made this 17th day of August, 2004, by and between George Terek and Margarita D. Rodionova-Terek (hereinafter "Grantors") and James M. Paulson (hereinafter referred to as "Grantee").

- A. **Easement.** The Grantors hereby grant to the Grantee an exclusive perpetual easement (the "easement") over, under, through, and across Grantors' property described in Exhibit A, attached hereto and made a part hereof by this reference. Said easement shall be for the purpose of constructing and maintaining a retaining wall and area for parking vehicles, trailers or boats contiguous with Grantee's property. The specific easement area is more carefully described in Paragraph B, below. The said easement is appurtenant to Grantee's property described as **Lot 1, Block 1, RESINK-WHIPPLE SALMON BEACH TRACTS, according to plat thereof recorded in Volume 5 of Plats, Page 56, records of Skagit, County** and shall be a covenant running with the land in perpetuity. The map showing the easement area is set forth in Exhibit B.

ORIGINAL

B. Description of Easement Area.

The easement area shall be 35 feet in length and 2.5 feet in width, running lengthwise contiguously with the most easterly line of the property described in Exhibit A, which is incorporated by this reference as set forth in full herein. The most northerly end of the said 35 foot strip of land commences along the southerly line of the gravel access road (which line is approximately 25 feet south of the northeast corner of the Grantors' property).

C. Consideration. The consideration for this agreement are the mutual agreements of the parties for reciprocal easements as stated in that written agreement last dated January 18, 2004.

D. Cost of Construction and Maintenance. Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by or upon the request of the Grantee. To this end, Grantee shall not allow any lien to come against the property of the Grantors for any purpose permitted under RCW 60.04 or similar replacement statute.

E. Compliance with Laws and Rules. Grantee, shall at all times exercise his right and responsibility 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.

F. As Built Survey. Grantee may have prepared and record "as built" drawings and a survey, showing the location of the retaining wall and parking area as placed within the easement area.

G. Release and Indemnity. The Grantee hereby releases, indemnifies, and promises to defend and save harmless the Grantors and their successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantors or their successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of Grantee's agents and contractors.

Grantors:

George Terek
George Terek

Margarita D. Rodionova-Terek
Margarita D. Rodionova-Terek

Grantee:

James M. Paulson
James M. Paulson

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 18 2004

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



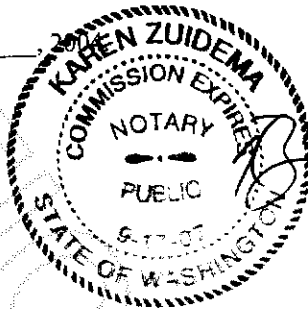
200408190051

Skagit County Auditor

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that George Terek and Margarita D. Rodionova-Terek, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: 8/14



Karen Zuidema, Notary Public
My appointment expires: 9/17/07

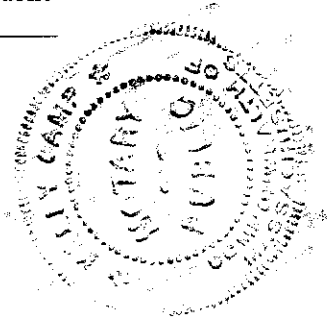
State of Massachusetts)
) :ss
County of Suffolk)

I certify that I know or have satisfactory evidence that James M. Paulson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: August 17, 2004.

KELLY M. CAMP
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 2, 2010

[Signature], Notary Public
My appointment expires: _____



TEREK PARCELS

Exhibit A

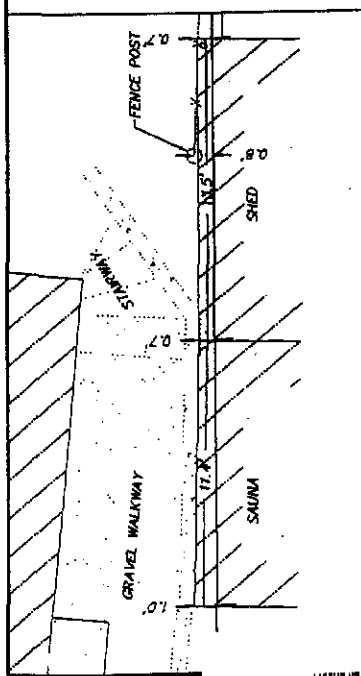
Parcel 1 - All that portion of vacated Doris Street as shown on the plat of "RENSINK-WHIPPLE SALMON BEACH TRACTS", according to the plat thereof recorded in Volume 5 of Plats, Page 55, records of Skagit County, Washington, and as vacated November 20, 1961, under Skagit County Commissioners Resolution No. 3118.

Parcel 2 - Tract A, "RENSINK-WHIPPLE SALMON BEACH TRACTS", according to the plat thereof recorded in Volume 5 of Plats, Page 55, records of Skagit County, Washington;

TOGETHER WITH tidelands of the second class situate in front of, adjacent to and abutting upon said premises.



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DETAIL "A"
SCALE: 1"=5'

ES

1. NORTHWEST DATUM & DESIGN, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
3. WHETHER THE ROADWAY SHOWN HEREON IS A PUBLIC WAY OR NOT, IS NOT KNOWN BY NORTHWEST DATUM & DESIGN, INC.
4. THIS SURVEY IS NOT INTENDED TO BE A PROPERTY SURVEY.
5. THE PURPOSE OF THIS SURVEY IS TO SHOW EXISTING FEATURES IN RELATION TO PROPERTY MARKERS AS IS PRESENTLY FOUND IN THE GROUND.
6. LANDSLIDE MOVEMENTS MAY HAVE AN IMPACT ON THE PRESENT PROPERTY BOUNDARY LOCATIONS. LANDSLIDE IMPACTS HAVE NOT BEEN INVESTIGATED IN SUFFICIENT DETAIL TO DEFINE LEGAL PROPERTY BOUNDARIES.

REFERENCES

1. RENSINK-WHIPPLE SALMON BEACH TRACTS
RECORDED IN VOL. 5, PG. 55, RECORDS OF SKAGIT COUNTY,
WASHINGTON.

LEGEND

- IRON PIPE FOUND
- EXISTING REBAR FOUND

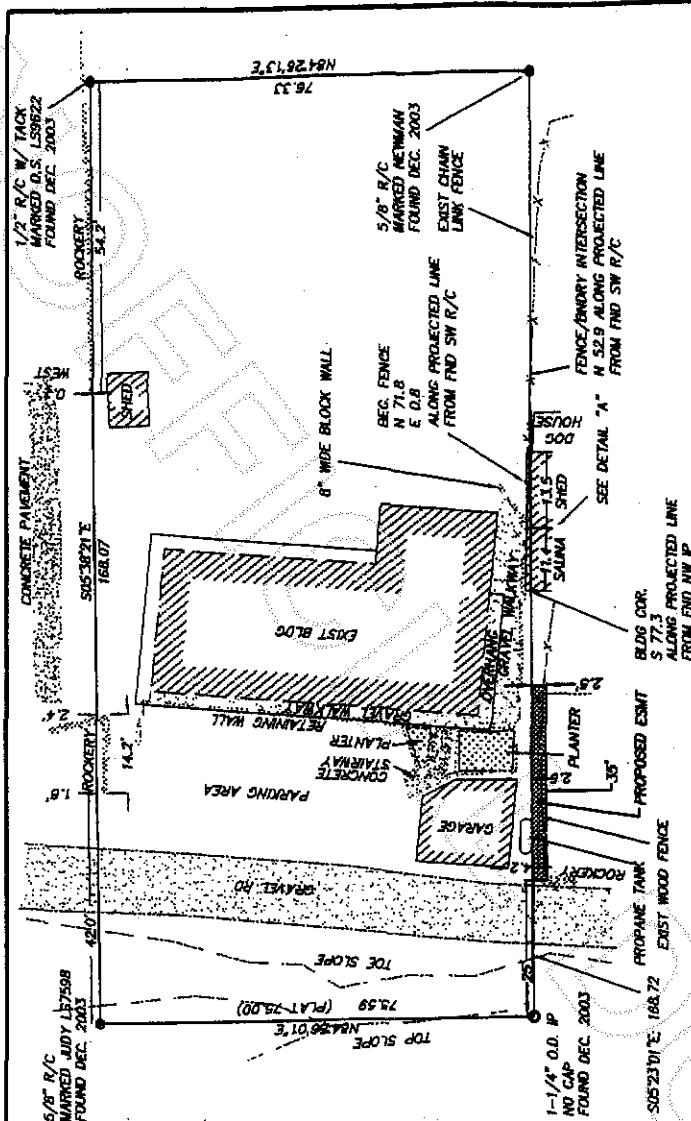


**NORTHWEST
DATUM & DESIGN**
CIVIL ENGINEERING AND SURVEYING CORPORATION
NO. 10000 10000 10000 10000 10000 10000 10000 10000 10000 10000
P.O. BOX 10000 THE DALY, WA 98221

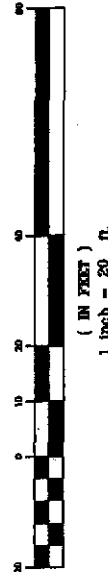
REGISTERED PROFESSIONAL CIVIL ENGINEER
NO. 10000 10000 10000 10000 10000 10000 10000 10000 10000 10000
P.O. BOX 10000 THE DALY, WA 98221

Lot 1 of RENSINK-WHIPPLE SALMON BEACH TRACTS
SECTION 18, TOWNSHIP 34, RANGE 62E

for
JAMES PAULSON



GRAPHIC SCALE



SCALE: 1"=40'
DATE: 8/19/04
DRAWN BY: JES
CHECKED BY: JES
JOB NO.: 0314
DATE: 8/19/04

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EXHIBIT

B