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SNURE, REGEIMBAL & BURKE, PLLC
612 S. 227th Street
Des Moines, WA 98198



200503290143
Skagit County Auditor

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DECLARATION OF EASEMENT FOR DRIVEWAY

GRANTOR: OLSON, VERN

GRANTEE: OLSON, VERN

Legal Description (Abbreviated): LOTS 31 AND 32, BLOCK O, CAPE HORN ON SKAGIT, VOL. 9, SKAGIT CO., WA

Assessor's Tax Parcel ID#: 3869-015-031-0005 AND 3869-015-032-0004

Reference Nos. of Documents Released or Assigned: NONE

THIS DECLARATION is made this 28 day of March, 2005, by
VERN OLSON to establish a common driveway easement agreement for Lots 31 and
32.

RECITALS

1. Grantor is the owner of real property located in Skagit County, WA, described as follows:

Lots 31 and 32, Block "O," CAPE HORN ON THE SKAGIT
DIVISION NO. 2," as per plat recorded in Volume 9 of Plats,
pages 14 through 19, inclusive, records of Skagit County,
Washington.

2. Grantee is the owner of real property located in Skagit County, WA, described as follows:

Lots 31 and 32, Block "O," CAPE HORN ON THE SKAGIT
DIVISION NO. 2," as per plat recorded in Volume 9 of Plats,
pages 14 through 19, inclusive, records of Skagit County,
Washington.

3. Lots 31 and 32 are adjacent to each other.
4. Grantor anticipates that Lots 31 and 32 will be developed with single family residences on each lot.

5. Grantor has constructed a driveway which is intended to be utilized by both Lots 31 and 32. A sketch of the approximate driveway location is attached as Exhibit 1.

DECLARATION

In consideration of establishing a common driveway, Grantor hereby conveys and quit claims the following easement under the terms and conditions set forth in this Agreement.

1. **Easement.** This nonexclusive perpetual easement is created for Grantor's heirs and assigns, his tenants, servants, visitors, and licensees, giving the right at all times hereafter for the mutual use and maintenance of those portions of the driveway located on the above-described portions of Lots 31 and 32.
2. **Maintenance and Repair of Easement Area.** The Grantees of Lots 31 and 32 and their heirs and assigns shall be equally responsible for the repair, maintenance, and replacement of the driveway, as required.
3. **Liability/Hold Harmless.** The Grantee of Lot 31 and the Grantee of Lot 32 shall, at all times, be solely responsible for the acts or the failure to act of itself and its tenants, servants, visitors, and licensees that occur or arise in any way out of the use of this easement, and to save and hold the remaining Grantee and its tenants, servants, visitors, and licensees harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Grantee, its tenants, servants, visitors, and licensees relating to the use of this easement.

GRANTOR:


VERN OLSON

GRANTEE:


VERN OLSON
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 29 2005
Amount Paid \$
By Skagit Co. Treasurer Deputy

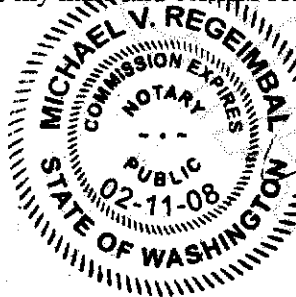


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STATE OF WASHINGTON)
)
) ss.
COUNTY OF KING)

On this day personally appeared before me VERN OLSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of March, 2005.

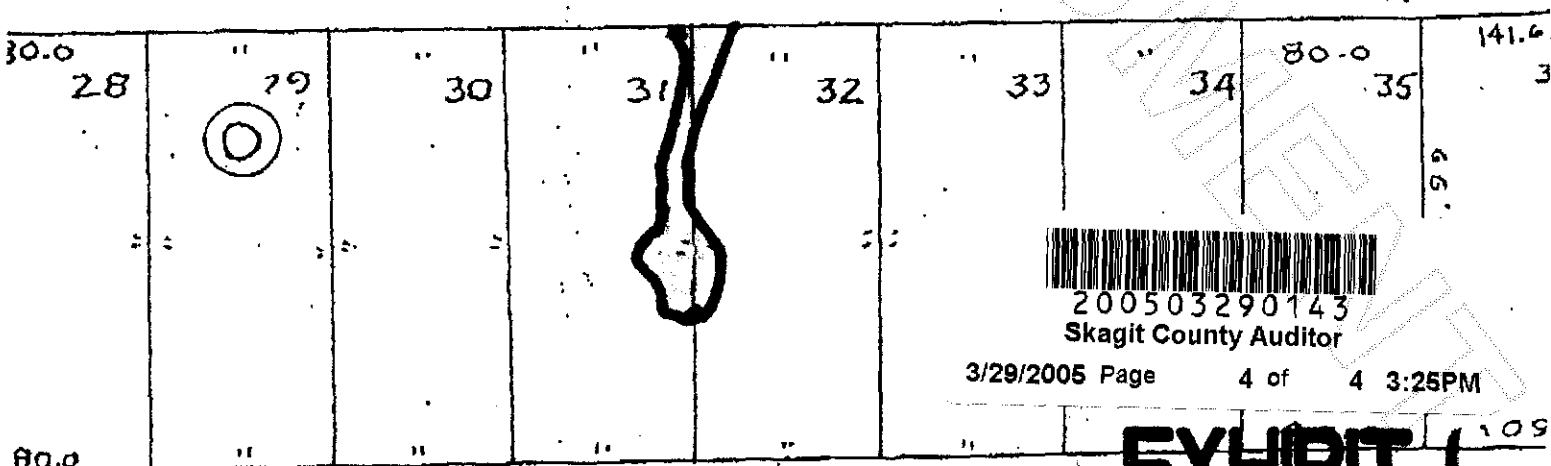
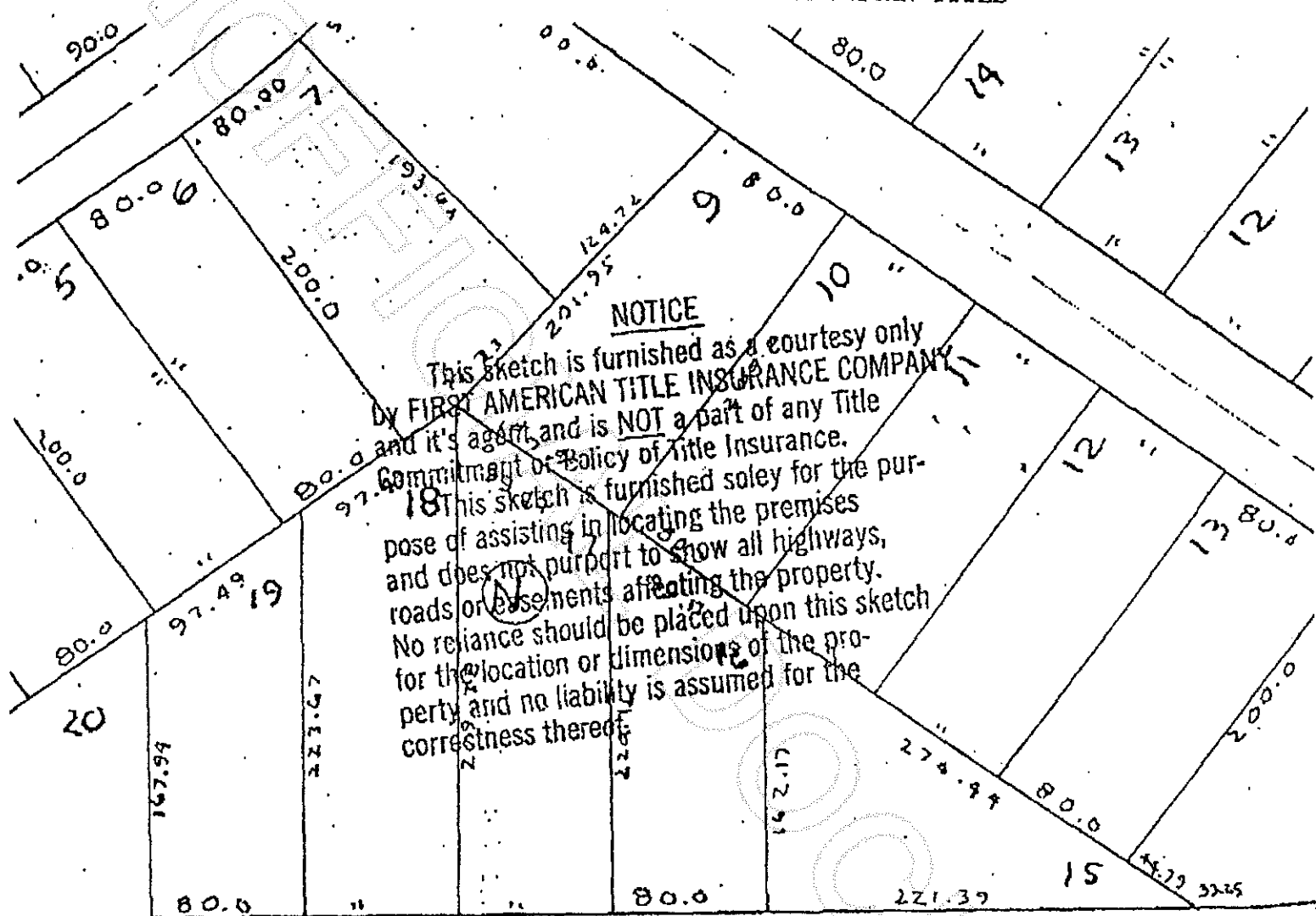


Michael V. Regeimbal
Name (Print): Michael V. Regeimbal
NOTARY PUBLIC in and for the State of ..
Washington, residing in Des Moines WA
My commission expires: 2-11-08



03/10/05 10:00

AMERICAN TITLE



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Skagit County Auditor

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EXHIBIT 1

CAPE HORN ON THE SKAGIT

DIVISION NO. 2

600500