

AFTER RECORDING RETURN TO:

Riddell Williams, P.S.  
Attn: Robert I. Heller  
1001 Fourth Avenue, Suite 4500  
Seattle, WA 98154



200608230048  
Skagit County Auditor

8/23/2006 Page

1 of

8 10:22AM

---

Grantor.	Cotton, Michael, Trustee of the Michael J. Cotton Revocable Living Trust
Grantee.	Onslow, Denny and Holly
Abbrev. Leg.	Ptn. of Lot 4, Block 2, MADRONA VIEW ADDITION
Tax Acct. No.	4003-002-004-0000/P69319

### GRANT OF EASEMENT

**THE GRANTOR**, MICHAEL J. COTTON, Trustee of the Michael J. Cotton Revocable Living Trust ("Cotton"),

for and in consideration of the provisions of agreement between the parties, and for no monetary consideration, grants and conveys to the

**GRANTEES**, DENNY P. ONSLOW and HOLLY S. ONSLOW, husband and wife ("Onslow"),

an easement for installation, maintenance, repair, replacement of a secondary Glendon septic tank as a portion of a complete septic system to be installed on Grantees' property for the benefit of the Grantees' property, as described and set forth below.

Grantor is owner of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as "Grantor's Property," and being the servient, or burdened property.

Grantees are the owners of property fully described on EXHIBIT B, which is attached hereto and by this reference incorporated herein, hereafter described as "Grantees' Property," and being the dominant, or benefited property.

Grantor hereby grants and conveys to Grantees an easement over, under and through, that portion of Grantor's Property described on EXHIBIT C, which is attached hereto

and by this reference incorporated herein, hereafter referred to as the "Easement Area." The easement is granted for installation, maintenance, repair, and replacement of a secondary Glendon septic tank, together with any necessary lines or other equipment necessary for the tank to operate as a portion of a complete septic system to be installed on Grantees' Property. The easement is granted for use only in connection with such a system to be installed on the Grantees' Property and is for the benefit of the Grantees' Property. All costs and expenses of installation and maintenance of the tank and any associated equipment or lines shall be the responsibility of the Grantees.

The Grantor may use the easement area for any purpose that is not inconsistent with the installation, use, maintenance, repair and replacement of a septic tank with sanitary sewer line or lines. The Grantors agree that no digging, tunneling or other activity will be conducted within the Easement Area that would disturb or damage a buried septic system or line.

Grantees agree that, following any digging or other activities in connection with the installation, maintenance, repair or replacement of a septic tank within the Easement Area, Grantee will restore the area to a like condition as existed prior to Grantees' actions, except for changes in the land surface that are required to accommodate the septic tank and necessary lines or other equipment within the Easement Area.

Grantees agree to indemnify and hold the Grantor harmless for any damages or injuries arising from or caused by the Grantees' use of the Easement Area, except to the extent that such damages or injuries arise from or are caused by Grantor's negligence.

Grantees further agree that, if at the time Onslow or their successors seek to develop a single family residence on the Grantee's Property, the easement granted herein on the Grantor's Property is not necessary because development on the Grantee's Property can be properly served by a conventional on-site system and drainfield that does not require use of the easement granted herein, as determined by the Onslow on-site sewage system designer and reasonably acceptable to Onslow, this easement shall terminate and, upon Cotton's request, Onslow will execute and deliver to Cotton a document in suitable form for recording to give notice of the termination.

This easement is not intended to affect or modify the terms of the Conditional Easement for Septic Tank and Drainfield Location and Maintenance entered into between Cotton and Onslow on June 30, 2005, and recorded under Skagit County Recording No. 200507010015.

If any party substantially files an action or proceeding to enforce any provisions of this agreement or for breach of this agreement, the substantially prevailing party shall be entitled to all its costs and expenses so incurred, including a reasonable attorney's fee.

The covenants herein shall run with the land and shall be binding on the parties hereto.



their heirs, successors or assigns, and all subsequent owners thereof.

SIGNATURES AND ACKNOWLEDGMENTS ON PAGES 3 AND 4

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 23 2006

Amount Paid:  
By Skagit Co. Treasurer

*[Signature]*

291/536436.02  
081106 1043/51278.00002

3



200608230048

Skagit County Auditor

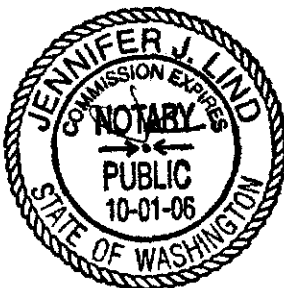
GRANTOR:

Michael J. Cotton  
MICHAEL J. COTTON,  
Trustee of the Michael J. Cotton  
Revocable Living Trust

STATE OF WASHINGTON       )  
  : ss.  
COUNTY OF SKAGIT       )

I certify that I know or have satisfactory evidence that MICHAEL J. COTTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Trustee of the Michael J. Cotton Revocable Living Trust, to be the free and voluntary act of said trust for the uses and purposes mentioned in the instrument.

Dated: August 15, 2006.



Jennifer J. Lind  
Print Name: Jennifer J. Lind  
NOTARY PUBLIC in and for the State of  
Washington, residing at bow

My appointment expires: 10-01-06

GRANTEES:

Denny P. Omslow  
DENNY P. OMSLOW

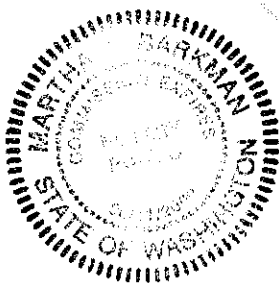
Holly S. Omslow  
HOLLY S. OMSLOW




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

I certify that I know or have satisfactory evidence that DENNY P. ONSLOW and HOLLY S. ONSLOW are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/11/06, 2006.



  
Print Name: Martha E. Barkman  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle

My appointment expires: 6-11-09



**EXHIBIT A**  
**Grantor's Property**

Lot 4, Block 2, "MADRONA VIEW ADDITION TO SIMILK BEACH," as per plat recorded in Volume 5 of Plats, page 6, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.



**EXHIBIT B**  
**Grantees' Property**

Lots 5 & 6, Block 2, "MADRONA VIEW ADDITION TO SIMILK BEACH,"  
as per plat recorded in Volume 5 of Plats, page 6, records of Skagit  
County, Washington.

Situated in the County of Skagit, State of Washington.



**EXHIBIT C**  
**Easement Area**

That portion of Lot 4, Block 2, "MADRONA VIEW ADDITION TO SIMILK BEACH," as per plat recorded in Volume 5 of Plats, page 6, records of Skagit County, Washington, described as follows:

Beginning at the Southeast Corner of Lot 4 (being the Northeast Corner of Lot 5); Thence Northerly along the East line of said Lot 4 a distance of 20 feet;

Thence Southwesterly, parallel to and 20 feet from the South line of Lot 4 a distance of 30 feet;

Thence South, parallel to the East line of Lot 4, 20 feet to the South line of Lot 4;

Thence Northeasterly, along the South line of Lot 4 to the point of beginning.

Situated in the County of Skagit, State of Washington

