


WHEN RECORDED RETURN TO:

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


200610240131
Skagit County Auditor
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DECLARATION OF EASEMENT

GRANTOR: STEPHEN BEDECARRAX, aka ERIC JOSEPH FARRAND, a single man

GRANTEE: STEPHEN BEDECARRAX, aka ERIC JOSEPH FARRAND, a single man

LEGAL DESCRIPTION: Lots 31, 32, and 33, Block 1, "FIDALGO ADDITION TO CITY OF ANACORTES" according to plat thereof recorded in Volume 1 of Plats, page 28, records of Skagit County, Washington, hereinafter Parcel A.

TAX PARCEL NUMBER: P57187

THE GRANTOR, STEPHEN BEDECARRAX, aka ERIC JOSEPH FARRAND, a single man, as the owner of the above-described real property, for One Dollar and no other consideration grants unto STEPHEN BEDECARRAX, aka ERIC JOSEPH FARRAND, the Grantee, as the owner of Lots 6, 7, and 8, Block 1, "FIDALGO ADDITION TO CITY OF ANACORTES" according to plat thereof recorded in Volume 1 of Plats, page 28, records of Skagit County, Washington (Tax Parcel No. P57187 and hereinafter referred to as Parcel B), a twenty (20) foot wide non-exclusive easement for ingress, egress, and utilities over and under Parcel A as follows: a twenty (20) foot portion of the eastern most portion of Parcel A, the length of which is from the southern boundary to the northern boundary of Parcel A, including any vacated alley if applicable. The purpose of this Declaration of Easement is for Grantor, as the owner of both parcels A and B, to create an easement over Parcel A for the benefit of Parcel B. Said easement shall be upon the following terms and conditions:

1. Parking is specifically precluded on said easement and any utilities placed on said easement shall be underground on the side of the driveway.
2. That this easement shall remain in full force and effect until there is established of record another easement granting rights at least equal to those created under this agreement.
3. The owner of Parcel B shall be responsible for the construction, repair, maintenance, and replacement of the driveway to be placed on the easement.

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4. The owners of Parcels A and B shall hold one another harmless from any claims, and any attorney's fees incurred, that might result from the other party, or their agents, servants, employees, or invitees usage of said easement.

5. This easement and the provisions contained herein shall run with the land and be binding upon the owners of Parcels A and B and their heirs, successors and assigns.

6. The ownership now, or in the future, of all or any portion of any interest in Parcels A and B by the same person or entity which then owns all or any portion of an interest in said parcels shall not create a merger of title and shall not therefore terminate the easement created by this document or any of the covenants or other terms or provisions of this agreement as they apply to the subject property and they shall remain in full force and effect regardless of any common ownership now or hereinafter existing. The foregoing notwithstanding, any common owner of Parcels A and B may, by written instrument filed of record in the records of Skagit County, Washington, may terminate or revise said easement.

DATE 24 OCT 06

Stephen Bedecarrax SKAGIT COUNTY WASHINGTON
STEPHEN BEDECARRAX REAL ESTATE EXCISE TAX

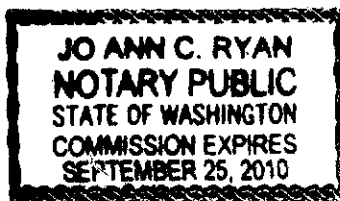
OCT 24 2006

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

Amount Paid \$ 0
Skagit Co. Treasurer
By Lp Deput

I certify that I know or have satisfactory evidence that STEPHEN BEDECARRAX, aka ERIC JOSEPH FARRAND, signed this instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: 10-24-06



JoAnn C. Ryan
Notary Public in and for the State of
Washington, residing at Anacortes
My commission expires: 9-25-10

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