



200611170110  
Skagit County Auditor

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**AFTER RECORDING, RETURN TO:**

John A. McGary  
Attorney at Law  
3513 NE 45<sup>th</sup> Street  
Suite 2W  
Seattle, Washington 98105

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**EASEMENT**

**Grantors:** Stanton Young and Norma A. Young, husband and wife

**Grantees:** Jo Jo Gagner and Sara T. White

**Abbreviated Legal Descriptions:**

Grantors': Parcel D of Short Plat No. AN-85-002, being portion of E 1/2, SE 1/4, SE 1/4, 25-35-1;

Grantees': Lots 1,2,3 and Tract A, Short Plat No. AN-86-003, being portion of S 1/2, SE 1/4, SE 1/4, 25-35-1.

Full legal descriptions are on Exhibits A and B of document.

**Assessor's Property Tax Parcel Account Numbers:**

Grantors' No. 350125-4-023-0400

Grantees' No. 350125-0-150-0205/R32155, 350125-4-027-0109/R32332

**Reference to Related Documents:**

None

## RECITALS

- A.** Grantors are the owners of a certain parcel of land located in the City of Anacortes, Washington, described in particularity on Exhibit A hereto.
- B.** Grantees are the owners of a certain parcel of land located in the City of Anacortes, Washington, described in particularity on Exhibit B hereto.
- C.** Grantees have requested, and Grantors are willing to grant, on the terms and conditions hereof, an easement over a portion of Grantors' land for the purposes described in this agreement. The boundaries of the easement are described in particularity on Exhibit C hereto.

## EASEMENT AGREEMENT

- 1. Creation of Easement.** For no consideration, Grantors do hereby convey and quit claim to Grantees, subject to matters of record, a perpetual non exclusive easement in, on, over, under, upon, and within Grantor's Property for ingress and egress, emergency vehicle access, construction, maintenance, repair, replacement, and use of a paved or unpaved road, underground utility facilities, street lights, and appurtenant facilities, the boundaries of which are described in particularity on Exhibit C (the "Easement").
- 2. Improvement and Maintenance of the Easement.** Grantees shall be responsible for all construction, improvements, repairs and maintenance of the Easement, at Grantees' expense. Grantor shall not be obligated to improve, repair or maintain any portion of the Easement.
- 3. Restoration of Damage to Grantor's Property.** Grantees shall promptly restore any damage to Grantor's Property caused by Grantees, their agents, contractors, subcontractors, employees, guests, and invitees, in their improvement, installation, maintenance, repair, replacement, or use of the Easement.
- 4. Compliance with Laws.** Grantees at their sole expense, shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to the construction, improvement, maintenance, repair, replacement, and use of the Easement. Grantees at their sole expense, shall obtain any and all required governmental approvals and permits relating to the Easement prior to any construction, improvement, maintenance, repair, replacement, and use of the Easement.
- 5. Assumption of Risk.** Grantor makes no warranty or representation as to the condition, safety, or suitability of the Easement for Grantees' intended use. Grantees, on behalf of Grantees and their agents, contractors, subcontractors, employees, guests and invitees, expressly assume all risks relating to use of the Easement.
- 6. Indemnification of Grantor.** Grantees and each of them agree to defend, indemnify, and hold Grantors, Grantor's employees and agents, harmless from and against any



and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) (a) arising out of or related to Grantees' improvement, maintenance, repair, replacement, or use of the Easement by Grantees' agents, contractors, subcontractors, employees, guests, and invitees, and (b) arising out of or related to the use of the Easement by any third party (except for the agents, contractors, subcontractors, employees, guests and invitees of Grantor), whether the use of the Easement by such third party shall be authorized or not.

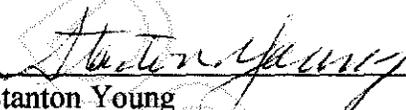
7. **Fire Prevention.** Grantees shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from Grantor's Property and other real property owned by Grantor.

8. **No Liens.** Grantees shall allow no liens to attach to Grantor's Property.

9. **Real Estate Excise Taxes.** Grantees shall pay any real estate excise taxes due in connection with this Easement. Upon the execution of this Agreement, Grantor and Grantees shall prepare and execute a complete and accurate real estate excise tax affidavit relating to this Agreement for filing with Skagit County, Washington, upon the recording of this Easement.

10. **Benefits and Burdens.** The burdens and benefits of this Agreement are intended to attach to and run with Grantor's Property and Grantee's Property. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantees, and their heirs, successors and assigns.

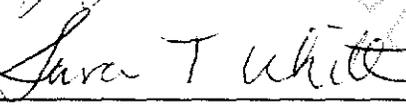
**GRANTORS:**

  
Stanton Young

  
Norma A. Young

**GRANTEES:**

  
Jo Jo Gagner

  
Sara T. White

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 17 2006

Amount Paid \$   
Skagit Co. Treasurer  
By  Deputy



200611170110  
Skagit County Auditor

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this 15 day of November, 2006, before me, a Notary Public in and for the State of Washington, personally appeared Stanton Young and Norma A. Young, husband and wife, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

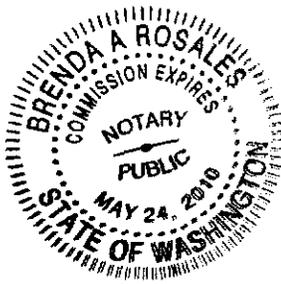


Brenda A. Rosales  
NOTARY PUBLIC in and for the State of  
Washington, residing at Skagit County  
My appointment expires May 24 2010  
Print Name BRENDA A ROSALES

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this 15 day of November, 2006, before me, a Notary Public in and for the State of Washington, personally appeared Jo Jo Gagner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Brenda A. Rosales  
NOTARY PUBLIC in and for the State of  
Washington, residing at Skagit County  
My appointment expires May 24 2010  
Print Name BRENDA A ROSALES



200611170110  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this 15 day of November, 2006, before me, a Notary Public in and for the State of Washington, personally appeared Sara T. White, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Brenda A Rosales  
NOTARY PUBLIC in and for the State of  
Washington, residing at Skagit County  
My appointment expires May 24 2010  
Print Name BRENDA A. ROSALES

EXHIBITS:

- A - Description of Grantor's Property
- B - Description of Grantees' Property
- C - Description of Easement



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**EXHIBIT A**

**Description of Grantors' Property**

Parcel D of Short Plat No. AN-85-002, approved August 23, 1985, and recorded August 26, 1985, in Volume 7 of Short Plats, page 38, under Auditor's File No. 8608260045, records of Skagit County, Washington; being a portion of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M.



**EXHIBIT B**

**Description of Grantees' Property**

**PARCEL "A":**

Lots 1 and 2 and Tract A of "City of Anacortes Short Plat No. AN-86-003", approved May 18, 1987 and recorded May 21, 1987 in Volume 7 of Short Plats, page 176, under Auditor's File No. 8705210020, records of Skagit County, Washington; being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

**PARCEL "B":**

Lot 3 of "City of Anacortes Short Plat No. AN-86-003", approved May 18, 1987 and recorded May 21, 1987, in Volume 7 of Short Plats, page 176, under Auditor's File No. 8705210020, records of Skagit County, Washington; being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 35 North, Range 1 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across Tract A of said Short Plat No. AN-86-003.

Situate in the County of Skagit, State of Washington.



**EXHIBIT C**

**Description of Easement**

A non exclusive easement for ingress, egress and utilities located in the Southeast Quarter of the Southeast Quarter of Section 25, Township 35 North, Range 1 East, W. M. in the City of Anacortes, Skagit County, Washington more particularity described as follows:

All that portion of Parcel D as shown on Anacortes Short Plat 85-002, recorded under Auditor's file number 8508260045, records of said County lying east of the following described line: Commencing at the northeast corner of "Parcel D"; thence proceeding along the east boundary of Parcel D, S01°10'34"W, 253.76 feet to the True Point of Beginning; thence turning S26°21'01"W, 33.75 feet; thence S01°10'34"W, 54.09 feet to the south boundary of said Parcel D.



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