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Skagit County Auditor

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## GRANT OF EASEMENT

Grantor(s) Roger R. Boardman, a widower, surviving spouse of Charlotte J. Boardman, deceased

Grantee(s) Wayne R. Smith and Diann Smith, husband and wife

Grantor's Assessor's Parcel / Tax ID No.: P73264 / 4101-182-025-0007

P73265 / 4101-182-026-0006

Grantor's Abbreviated legal description: Fidalgo City Vac Sts & Alleys Adj to Ptn Lts. 8 to 10 & 20 to 25 Blk 182  
and Fidalgo City Vac Sts & Alleys Adj & Lots 1 to 7 & 26 Blk 182

Grantees' Assessor's Parcel / Tax ID No.: P73263 / 4101-181-026-0008

Grantees' Abbreviated legal description: Fidalgo City, Block 181, Lot 14 to 26 TGW Vac Streets & Alleys, Skagit  
County, Washington

1. THE GRANTOR, Roger R. Boardman, individually and as surviving spouse and lawful successor of Charlotte J. Boardman, his deceased wife, by virtue of that certain Community Property Agreement filed in Skagit County Auditor's File No. 9709180092 owns the real property hereinafter referred to as the servient estate. Parcel "A" is the Grantors present ownership and Parcel "C" is the easement premises and servient estate). See Legal Descriptions attached hereto and incorporated herein by this reference more particularly describing Parcel "A" and Parcel "C".

2. THE GRANTEES, Wayne R. Smith and Diann Smith, husband and wife, are the owners of Parcel "B" herein referred to as the "dominant estate" and more particularly described in the Legal Descriptions attached hereto and incorporated herein by this reference as Parcel "B".

3. For and in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, Grantor hereby grants to Grantees a non-exclusive, permanent easement for ingress, egress and utilities, over, under, along and across the easement premises described as Parcel "C". It is the intent of Grantor and Grantee that the easement hereby granted serve the residential use of the dominant and servient estates. Grantee agrees that prior to commencement of use that he will have the easement premises, Parcel "C" staked by LeGro & Associates, Professional Land Surveyors to show the limits of any right to cut, fill, grade or improve the easement premises for the benefit of the dominant estate.

4. Grantees shall the right at their own expense, to pave and drain the easement premises provided that no encroachment or interference with the use of Parcel "A" shall occur except as authorized on Parcel "C" described in the attached Legal Description and as authorized by

permits from Skagit County or such other agency as may have jurisdiction over the work. Grantees promise to conduct any activity on the easement premises so as not to constitute a nuisance, remove lateral support, cast drainage water or storm runoff on the remainder of the premises described as Parcel "A" or otherwise unreasonably interfere with the Grantors use of the remaining portion of the servient estate.

5. Grantor reserves the right to use the easement on a non-exclusive basis as ingress, egress and utility service to Parcel "A" provided that Grantor shall secure all necessary permits before commencement of the work, give notice of the permits to the Grantee, his successors and assigns and restore the improvements made by the Grantees to a condition equal to the condition of the road, drainage, and utility improvements placed by the Grantees pursuant to this easement.

6. In the event that the conditions required by the terms of this Grant of Easement are not observed the aggrieved party shall have recourse to equitable relief including an injunction issued by a court of competent jurisdiction to enforce the terms of this easement. In the absence of an imminent threat the aggrieved party may give written notice of the actions necessary to cure the default alleged by the aggrieved party. If a cure is not achieved within thirty days after delivery of written notice of a grievance to the last known address to the owner as shown on a treasurer's tax records for Skagit County, Washington, then the aggrieved party may proceed to cure the default and charge the offending party with the cost of cure as described in the notice given. Failure to cure and failure to pay for the costs of remedial work shall be a lien on the real estate of the offending party. Because of the potential for damages which can not be compensated in money, the parties agree to equitable relief, including an injunction may be ordered by a court of competent jurisdiction to enforce the terms of this easement.

7. The Grantees covenant and promise to the Grantor that the easement premises and any improvements made to the easement premises will be maintained in a clean and orderly state so that no condition hazardous to the motoring public, safety and welfare are allowed to occur and the easement premises shall be open and passable for emergency medical services, fire fighter and law enforcement vehicles for the mutual benefit of the servient estate and the dominant estate.

DATED THIS 1<sup>st</sup> day of February 2007

# 763  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 21 2007

Amount Paid \$ 74.00  
Skagit Co. Treasurer  
By [Signature] Deputy

[Signature]  
ROGER R. BOARDMAN



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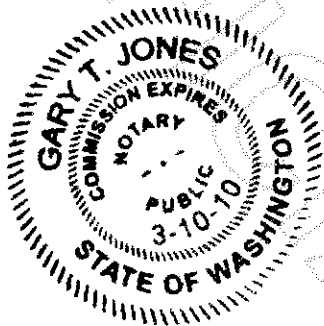
STATE OF WASHINGTON )

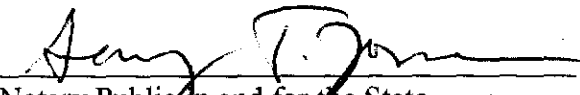
) ss.:

COUNTY OF SKAGIT )

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

2/16/2007



  
Notary Public in and for the State  
of Washington residing at Mount Vernon  
My Commission expires: 3/10/2010



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## DESCRIPTIONS

### PARCEL "A" Burdened Parcel:

That portion of the following premises lying Northerly of the North line of the County road as conveyed to Skagit County by Deeds recorded June 2, 1949 and October 18, 1949, under Auditor's File Nos. 432111 and 437005.

Lots 1 through 26, inclusive, Block 182, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

TOGETHER WITH vacated alley running through said Block.

AND TOGETHER WITH that portion of the South 25 feet of vacated Second Street lying between the East line of Howard Avenue and the West line of Highland Avenue, and of that portion of the vacated West ½ of Highland Avenue lying South of the South line of Second Street adjoining said premises which upon vacation attached to said premises by operation of law.

Situate in Skagit county, State of Washington.

### PARCEL "B" Benefited Parcel:

Lot 14 through 26, inclusive, Block 181, MAP of FIDALGO CITY, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington;

TOGETHER WITH that portion of vacated Second Street, Third Avenue, Howard Avenue and alley as would attach by operation of law.

Situated in Skagit County, Washington.

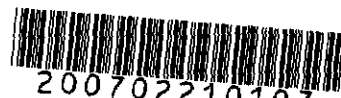
SUBJECT TO: Restrictions, reservations and easements of record.

### PARCEL "C" Easement:

That portion of 2<sup>nd</sup> Street lying East of the centerline of Howard Avenue and of Howard Avenue lying South of the centerline of 2<sup>nd</sup> Street in the "Map of Fidalgo City, Skagit County, Washington", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington described as follows:

The West 25 feet of the East 50 feet of Howard Avenue, as originally platted 100 feet in width, being bound on the North by the centerline of said 2<sup>nd</sup> Street and on the South by the Northerly right-of-way line of Gibraltar Road #1361, an open and used county road.

Situate in the County of Skagit, State of Washington.



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