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Skagit County Auditor

5/6/2008 Page 1 of 4 1:47PM

After recording return to:

Law Offices of Dan Kellogg
15 South Grady Way, Suite 249
Renton, WA 98057

DOCUMENT TITLE: Declaration of Easement
REFERENCE NUMBER OF RELATED DOCUMENT: n/a
GRANTOR(S): Garry C. Anderson and Vicki L. Anderson
ADDITIONAL GRANTOR(S) ON PAGE: n/a
GRANTEE(S): Stan Gabelein and Cynthia Gabelein
ADDITIONAL GRANTEE(S) ON PAGE: n/a
ABBREVIATED LEGAL DESCRIPTION: Portion Lots 56 and 57, Skagit River Colony, Skagit County, WA
ADDITIONAL LEGAL DESCRIPTION ON PAGE(S): 1-2
ASSESSOR'S TAX/PARCEL NUMBER(S): P69508; P69509

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is created by the following Grantors, GARRY C. ANDERSON and VICKI L. ANDERSON, husband and wife, ("Anderson"), and STAN GABELEIN and CYNTHIA GABELEIN, husband and wife, ("Gabelein"). The foregoing parties are hereafter referred to individually as "Grantor" or in common as "Grantors".

1. Anderson Parcel: Anderson is the owner of the following described parcel (hereinafter referred to as the "Anderson Parcel"):

Lot 56, Skagit River Colony, according to the plat thereof as recorded in Volume 8 of Plats, Pages 65 and 66, records of Skagit County, Washington; Situate in Skagit County, Washington.

2. Gabelein Parcel: Gabelein is the owner of the following described parcel (hereinafter referred to as the "Gabelein Parcel"):

Lot 57, Skagit River Colony, according to the plat thereof as recorded in Volume 8 of Plats, Pages 65 and 66, records of Skagit County, Washington; Situate in Skagit County, Washington.

3. Easement Parcel: The easement created by the provisions of this instrument (the "Easement Parcel") is described as follows:

A strip of land sixteen (16) feet in width, the centerline of which is the common boundary line between Lots 56 and 57, Skagit River Colony, according to the plat thereof as recorded in Volume 8 of Plats, Pages 65 and 66, records of Skagit County, Washington, commencing at the intersection of the above-described common boundary line with the Northerly margin of the Skagit Ridge Road, and continuing to the terminus of the above-described common boundary line at the Skagit River; Situate in Skagit County, Washington.

4. Description of Easement Purpose: The easement created by this instrument is a perpetual and non-exclusive easement under, across and over the Easement Parcel, and is for the mutual use by the Grantors, their successors and assigns, for ingress and egress from the Skagit Ridge Road to the garages that have been constructed, or may hereafter be constructed, on the Anderson Parcel and the Gabelein Parcel.

5. Restrictions on Grantor's Use of Easement Parcel: Each Grantor reserves the right to use that portion of the Easement Parcel that is located on its parcel for any purpose not inconsistent with the rights herein granted, provided that neither Grantor shall construct or maintain any building, fence, retaining wall or other structure of any kind on the Easement Parcel which would interfere with the exercise of the rights herein granted. No digging, tunneling, blasting or other form of construction activities shall be done on the Grantors' respective parcels or the



Easement Parcel which would disturb the compaction of the soil located within the Easement Parcel, or endanger the lateral support facilities therefor.

6. Permissive Use of Easement Parcel by Grantors: It is agreed that each Grantor may, from time to time, install vegetative plantings within that portion of the Easement Parcel that is located on the Grantor's respective parcel and located Northerly of a line drawn from the Northwesterly corner of the existing residence located on the Anderson Parcel to the Northeasterly corner of the existing residence located on the Gabelein Parcel.

7. Maintenance and Repairs to Easement Parcel: The Grantors, or either of them, may from time to time remove trees, bushes, or other obstructions within the Easement Parcel and may level and grade the Easement Parcel to the extent reasonably necessary to carry out the purposes set forth in this instrument. The Grantors agree to contribute in equal amounts the expenses reasonably incurred by either Grantor for the purpose of maintenance and repairs as required to maintain the Easement Parcel in substantially its present condition for the purposes set forth in this instrument.

8. Indemnity: The Grantors agree to indemnify and hold the other harmless from any and all claims for damages suffered by any person which may be caused by a Grantor's exercise of the rights herein granted; provided, that neither Grantor shall be responsible to the other Grantor for any damages resulting from injuries to any person caused by acts or omissions of the other Grantor.



9. Successors and Assigns: The covenants herein contained shall run with the land and are binding upon all subsequent owners of the Anderson and Gabelein Parcels as described above.

Anderson:

Garry C. Anderson 4-17-08
Garry C. Anderson (date)

Vicki L. Anderson 4-17-08
Vicki L. Anderson (date)

Gabelein:

Stan Gabelein 4/25/08
Stan Gabelein (date)

Cynthia Gabelein 4-25-08
Cynthia Gabelein (date)

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Garry C. Anderson and Vicki L. Anderson are the persons who appeared before me, and who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 17, 2008.

Shercy L. Smith SKAGIT COUNTY WASHINGTON
Name of Notary: Shercy L. Smith REAL ESTATE EXCISE TAX
Notary Public in and for the State of Washington.
My appointment expires: 2-16-12 MAY 06 2008

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

Amount Paid \$
By RP Skagit Co. Treasurer Deputy

I certify that I know or have satisfactory evidence that Stan Gabelein and Cynthia Gabelein are the persons who appeared before me, and who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 26, 2008.

Fabienne Roschi
Name of Notary: Fabienne Roschi
Notary Public in and for the State of Washington.
My appointment expires: 1-29-2012

05-26/60:04/08/08:dk



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Skagit County Auditor