

AFTER RECORDING MAIL TO:
Aspen Lane, LLC
504 E. Fairhaven Ave.
Burlington, WA 98233



200807100075

Skagit County Auditor

7/10/2008 Page

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4 11:25AM

ACCESS EASEMENT

CHICAGO TITLE CO.

IC 46050

Grantor: Aspen Lane, LLC
Grantee: Aspen Lane, LLC
Assessor's Parcel Numbers: P126108 and P126109

Legal Descriptions:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 10 2008

Lot 13: (DK12) ASPEN LANE PHASE 2, LOT 13, ACRES 0.19, AF#
200705110088. BEING A PORTION LOCATED IN THE SW 1/4 OF THE
NE 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST.

Lot 14: (DK12) ASPEN LANE PHASE 2, LOT 14, ACRES 0.25, AF#
200705110088. BEING A PORTION LOCATED IN THE SW 1/4 OF THE
NE 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST.

Amount Paid \$ 0
Skagit Co. Treasurer
By mm Deputy

THIS ACCESS EASEMENT (the "Document") is made as of this 9th day of July, 2008, by and between ASPEN LANE, LLC, a Washington Limited Liability Corporation ("Grantor") and ASPEN LANE, LLC, a Washington Limited Liability Corporation ("Grantee").

Recitals

The following recitals of fact are a material part of this Document:

- A. Grantor is owner of lot 13 of the Plat of Aspen Lane Phase 2, commonly known as 1076 Vail Lane, Burlington, Washington, the legal description of which is noted above ("Lot 13").
- B. Grantee is owner of lot 14 of the Plat of Aspen Lane Phase 2, commonly known as 1078 Vail Lane, Burlington, Washington, the legal description of which is noted above ("Lot 14").
- C. Lot 14 includes an outbuilding directly behind the home, which building was in place prior to the construction of the home as part of the development of the Plat of Aspen Lane Phase 2. In order to access the outbuilding, Grantee has constructed a gravel driveway around the home, along the lot line between Lot 13 and Lot 14, which encroaches five (5) feet into Lot 13. This encroachment has existed from the time the lots were originally developed.
- D. To clear up any ambiguity resulting from this encroachment which may affect future owners of Lots 13 and 14, and to ensure continued access to the Lot 14 outbuilding while simultaneously preserving the rights of the Grantor to access and use that portion of Lot 13 affected by the terms and conditions of this document, Grantor and Grantee wish to establish an easement for ingress and egress along the north property line of Lot 13, as more fully set forth below.

Grant of Easement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following Grant of Easement is made.

1. Ingress and Egress Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, as an easement appurtenant to Lot 14, a non-exclusive, perpetual easement for ingress and egress over, upon and across the north five (5) feet of Lot 13, as identified on the site plan attached as Exhibit A, providing access for motor vehicle and pedestrian traffic between the front and rear sections of Lot 13 and Lot 14.

2. Grantor's Use of Easement. Grantor reserves the right to use the property encumbered by this easement for any purpose not inconsistent with the rights granted by this Document. Grantor further reserves the right to maintain and repair, at its option, the easement portion of the driveway provided that the maintenance and repair shall be made so as to interfere as little as practicable with the rights granted to the Grantor pursuant to this Document. The terms and conditions created by this document are not intended to otherwise limit or restrict the rights of the Grantor, Grantor's successors or assigns, to the use and enjoyment of this property, and Grantor hereby reserves, by this declaration, all rights to such use and enjoyment not otherwise inconsistent with this document.

3. Fencing. Grantee and/or Grantor may install a privacy fence along the easement boundary pursuant to section 9.1.6 of the Declaration of Covenants, Conditions, Restrictions & Restrictions for Aspen Lane. The installation of said fence shall not constitute a property line adjustment or adverse possession of the property within the easement, and Grantor's ownership of the property encumbered by the easement shall remain in full force and effect.

4. Indemnity. Grantee agrees to indemnify, defend and hold harmless Grantor from any and all loss, liability, damage, cost or claim (including reasonable attorneys' fees) for injuries suffered by any person or damages to any property, or both, arising out of or resulting from Grantee's exercise of the rights granted by this Document, except for any such loss, liability, damage, cost or claim caused by acts or omissions of Grantor.

5. Covenant Running with the Land. Except as provided in Subsection 6.2 below, all provisions of this Document shall run with the land and are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Whenever a transfer of ownership of either lot occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations under this Grant of Easement running with the land.

6. Interpretation. The rule of strict construction does not apply to this Document. The grant of easement herein shall be given a reasonable construction to carry out the intention of the parties to confer a usable right of enjoyment on each party.

7. Termination. The rights granted by this Document shall continue until such time as the Grantee, its successors and assigns, cease to use the easement for a period of five (5) successive years, in which event the easement shall terminate and all rights granted by this Document shall revert to Grantor, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Document as of the day and year first written above.

Grantor: Aspen Lane, LLC

by Brian Gentry, Manager

Grantee: Aspen Lane, LLC

by Kendra Decker, Manager

(acknowledgments fo
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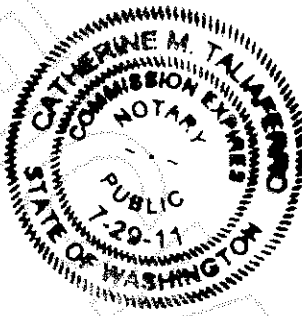
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STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

I hereby certify that I know or have satisfactory evidence that **BRIAN GENTRY** is the person who appeared before me, and said person acknowledged that he executed the within and foregoing instrument, on oath stated that he was authorized to execute the instrument, and acknowledged the same as the **MANAGER** of **ASPEN LANE, LLC**, a Washington Limited Liability Corporation, to be the free and voluntary act of said Corporation for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 9th day of July, 20 08.



Catherine M. Taliaferro
Print Name: Catherine M. Taliaferro
Notary Public in and for the State of Washington
Residing at Mount Vernon
My Commission Expires: July 29, 2011

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

I hereby certify that I know or have satisfactory evidence that **KENDRA DECKER** is the person who appeared before me, and said person acknowledged that she executed the within and foregoing instrument, on oath stated that she was authorized to execute the instrument, and acknowledged the same as the **MANAGER** of **ASPEN LANE, LLC**, a Washington Limited Liability Corporation, to be the free and voluntary act of said Corporation for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 9th day of July, 20 08.



Catherine M. Taliaferro
Print Name: Catherine M. Taliaferro
Notary Public in and for the State of Washington
Residing at Mount Vernon
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EXHIBIT A

Site Plan - Not to Scale

