



200809110090

Skagit County Auditor

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FILED FOR RECORD AT REQUEST OF:

LAW OFFICE OF JOHN R. SHULTZ
160 CASCADE PLACE, SUITE 211
BURLINGTON, WA 98233

DOCUMENT TITLE: EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: _____

GRANTOR: DAVID J. BERNSTEIN, an unmarried man,

ADDITIONAL GRANTOR(S) ON PAGE _____ OF DOCUMENT.

GRANTEE: DAVID J. BERNSTEIN, an unmarried man,

ABBREVIATED LEGAL DESCRIPTION: 12-34-4 PM. GL1

ADDITIONAL LEGAL DESCRIPTION(S) ON PAGE 5 OF DOCUMENT.



ASSESSOR'S PROPERTY

TAX PARCEL OR

ACCOUNT NUMBERS: P24582, P24555, P24564

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 11 2008

Amount Paid
By Skagit Co. Treas.
By  Date 

EASEMENT - 1

EASEMENT

This agreement is made this 11 day of Sept, 2008, between DAVID J. BERNSTEIN, hereinafter referred as "Grantor", and DAVID J. BERNSTEIN, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of certain lands and premises situated in the Town of Clear Lake, County of Skagit; and

WHEREAS, Grantor is providing construction and installation of a new and modified OSS system on said parcels of property, pursuant to plans and specifications provided by Peter Chopelas & Associates, Inc.; and

WHEREAS, Grantor is required by Skagit County, under WAC 246.272A.200(b), to provide an OSS Easement detailing accessibility, OSS component locations, and restrictions on the property of Grantor; and

WHEREAS, Grantor is required to give an easement to Grantee to allow access for repair, improvement, and maintenance of said OSS system;

NOW THEREFORE, the undersigned Grantor, DAVID J. BERNSTEIN, for good and valuable consideration, does hereby grant, convey and transfer unto Grantee, DAVID J. BERNSTEIN, and his agents, assigns, and contractors and subcontractors, an easement, including the perpetual right to enter upon real estate hereinafter described in Exhibit "A" attached hereto, and as further delineated and described in the OSS Permit issued by Skagit County, and the Septic Site Plan, engineering, and map as prepared by Peter A. Chopelas, Registered Professional Engineer, dated 6/9/08, and filed with Skagit County on 6/10/08, and as further delineated by construction, installation, and as-built provided by Curtis Johnston, Contractor, and pursuant to permit issued by Skagit County, Number SW08-0221, under the following terms and conditions:

1. Said easement shall be for the purposes of affording Grantee, Grantee's agents and assigns, and contractors and subcontractors, access for purposes of maintenance, improvements, accessibility, and access to said OSS system on the parcels of real property as referenced above;
2. Grantee, and his agents and assigns, shall have the right to enter said easement property and to construct, install, operate, maintain, improve, repair and replace said system and necessary appurtenances in said right-of-way. Said right-of-way shall comply and be installed in accordance with any and all applicable laws, ordinances, rules and regulations of Federal, State and local government and regulatory agencies.
3. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner.

EASEMENT - 2



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4. Grantor, and its successors and assigns, hereby reserves the right to use and occupancy of all of the land above-described so long as use does not constitute an undue interference with use of said easement by Grantee; PROVIDED, however, that if Grantor, its successors and assigns, desires to make use of said lands which requires relocation of said right-of-way, Grantee may, upon approval by Grantor, and at Grantee's expense, relocate said right-of-way in a location approved by Grantor.

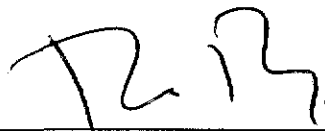
5. Said easement shall continue so long as the said Grantee, its successors or assigns, shall make use of the same for the purpose above specified, but upon discontinuance of said use, this easement may be terminated and shall be of no further force or effect. For purposes of this Easement Agreement, discontinuance shall be defined as non-use by Grantee of said system and easement for a period longer than one year, or shorter period of time in the event of agreement between Grantor and Grantee. There shall be no other and further restrictions on the rights of Grantor or Grantee in reference to the existence, operation or termination of this Easement Agreement, which may be terminated by agreement of Grantor and Grantee.

GRANTOR:



DAVID J. BERNSTEIN

GRANTEE:



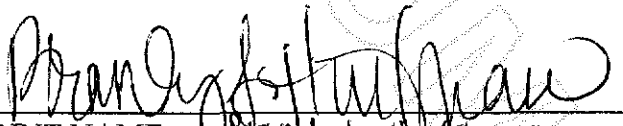
DAVID J. BERNSTEIN

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me DAVID J. BERNSTEIN, Grantor herein, to me 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11 day of September, 2008.




PRINT NAME: Brandy L. Huffman
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires: 1/15/2011

EASEMENT - 3



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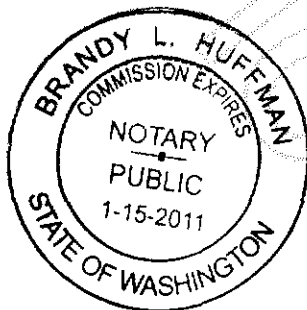
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me DAVID J. BERNSTEIN, Grantee herein, to me 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11 day of
September, 2008.



Brandy L. Huffman
PRINT NAME: Brandy L. Huffman
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires: 1/15/2011

EASEMENT - 4



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PARCEL P24582

THAT PORTION OF GOVERNMENT LOT 1, SEC 12, TWP 34, RNG 4, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE COUNTY ROAD ALONG THE NORTH LINE OF SAID SECTION 12 AND THE WESTERLY LINE OF THE STATE ROAD #1-A; THENCE SOUTHERLY ALONG SAID STATE ROAD TO A POINT WHICH IS 167.1 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF THE NORTH LINE OF LOT 1; THENCE WEST A DISTANCE OF 100 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF STATE ROAD #1-A TO A POINT ON THE SOUTH LINE OF THE COUNTY ROAD WEST OF THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING

PARCEL P24555

INCLUDING MANUFACTURED HOME 1981 CONCORD 40X12 SERIAL NUMBER 2910115847 AND ALSO INCLUDING MANUFACTURED HOME 1983 SKYLINE HOMETTE 52X24 SERIAL NUMBER 03910204S, THE SOUTH 353.4 FEET OF THE NORTH 575 FEET OF GOVERNMENT LOT 1, SECTION 12, TWP 34, RNG 4 LYING WEST OF NORTHERN PACIFIC RAILWAY RIGHT OF WAY; EXCEPT THE NORTH 0.5 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF LYING WITHIN STATE HIGHWAY SR-9

PARCEL P24564

THAT PORTION OF GOVERNMENT LOT 1 OF SEC 12, TWP 34, RNG 4, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE SOUTH ON THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 222.1 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 1 TO THE WEST LINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING OF THIS PARTICULAR TRACT; THENCE IN A NORTHEASTERLY DIRECTION FOLLOWING THE WEST LINE OF THE COUNTY ROAD A DISTANCE OF 58 FEET; THENCE WEST A DISTANCE OF 133 FEET; THENCE SOUTH A DISTANCE OF 55 FEET; THENCE EAST A DISTANCE OF 131 FEET TO THE POINT OF BEGINNING



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