

After Recording Return To:

Mervyn C. Thompson
709 South First Street
Mount Vernon, WA 98284



200812110068

Skagit County Auditor

12/11/2008 Page 1 of 6 1:34PM

ACCESS EASEMENT

GRANTORS: ADOLF BUCKO and MARIA BUCKO,
Husband and wife,

GRANTEE: LEO WOLDEN

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Legal Description: Tina's Coma Lot 40
Abbreviated Form:

NOV 20 2008

Assessor's Tax Parcel Nos: P117075

Amount Paid \$ 0
Skagit Co. Treasurer
By Deputy

THIS ACCESS EASEMENT is made and entered into this 18th day of November, 2008, by and between ADOLF BUCKO and MARIA BUCKO, husband and wife; and LEO WOLDEN.

RECITALS

- A. Grantors are the sole current owners of all that certain property in Skagit County, Washington described in Exhibit A attached hereto (the "Bucko Property").
- B. Grantee is the sole current owner of all that certain real property in Skagit County, Washington, described in Exhibit B attached hereto (the "Wolden Property").
- C. Grantors desire to grant and Grantee desires to obtain an access easement, ten (10) feet in width, over and across the existing driveway that runs from Bella Vista Lane, Burlington, Washington, over and across the Bucko Property to the Wolden Property

for purposes of ingress and egress. Such easement shall only include the upper portion of the driveway where it splits into an upper driveway and a lower driveway.

AGREEMENT

1. **Grant of Access Easement.** Grantors, for themselves and for their heirs and successors in interest to the Bucko Property, hereby grant, establish and convey to Grantee and his heirs and successors interest to the Wolden Property, a perpetual, non-exclusive access easement, ten (10) feet in width, over and across the existing driveway that runs from Bella Vista Lane, Burlington, Washington, over and across the Bucko Property to the Wolden Property for purposes of ingress and egress from the Wolden Property, and Grantee accepts such easement on the terms and conditions herein contained. Such easement shall only include the upper portion of the driveway where it splits into an upper driveway and a lower driveway.
2. **Risk of Use.** Grantee assumes all risk of use of the Easement Area by himself and his tenants, licensees and invitees and shall defend and indemnify Grantors from and against all claims for property damage or personal injury that arise from such use.
3. **Enforcement.** This Access Easement is specifically enforceable and in the event either party brings any action to so enforce this Access Easement or recover any damages as a result of any breach hereof, the prevailing party shall be reimbursed by the losing party for its costs and attorney's fees therein incurred.
4. **Successors and Assigns.** The Easement and other rights granted herein, and the terms, restrictions, covenants and conditions contained herein, shall run with the Bucko and Wolden Properties and bind and inure to the benefit of the parties hereto and their respective successors in interest to the Bucko and Wolden Properties; provided, however, no person shall have any liability under this Easement for any obligations arising or acts or omissions occurring after the date such person conveys all of its interests in such property to another person.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to this Easement and may not be modified except through a recorded agreement executed by such parties or their respective successors in interest.

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



GRANTORS:

Adolf W. Bucko
ADOLF BUCKO

Maria T. Bucko
MARIA BUCKO

GRANTEE:

Leo Wolden
LEO WOLDEN

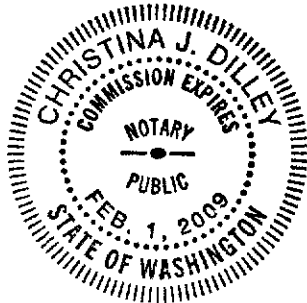
STATE OF
WASHINGTON
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Adolf Bucko and Maria Bucko** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of November, 2008.

CHRISTINA J. DILLEY



Printed Name

Christina J. Dilley
NOTARY PUBLIC in and for the State of Washington

My Commission

Expires 2-1-2009

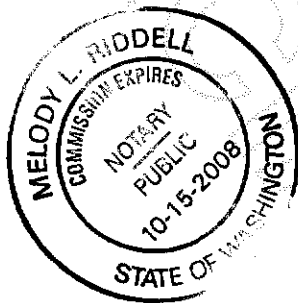


STATE OF
WASHINGTON
COUNTY OF SKAGIT

} SS.

I certify that I know or have satisfactory evidence that **Leo Wolden** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of October 2008.



Printed Name

Melody A. Riddell formerly Melody L. Riddell
NOTARY PUBLIC in and for the State of Washington

My Commission

Expires 10-15-2008



EXHIBIT "A"

THE BUCKO PROPERTY

Lot 40, "PLAT OF TINAS COMA" as per plat recorded on August 11, 2000, under Auditor's File No. 200008110004, records of Skagit County, Washington.



EXHIBIT "B"

THE WOLDEN PROPERTY

Legal Description Abbreviation Definitions

BURLINGTON AC PTN TR 11 DAF COM N1/4 COR 32-35-4 TH S 2-11-42 W ALG N/S & 1171.00FT TPOB TH S 87-48-18 E 287.55 TH S 2-11-42 W 177.60FT TH N 87-48-18 W 287.55FT TH N 2-11-42 E 177.60FT TPOB BURLINGTON ACREAGE, ALL THAT PORTION OF LOT 11 AND OF THE VACATED ANACORTES STREET ABUTTING THEREON, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, AND STATE, SAID POINT BEING SHOWN AS A BRASS TACK IN ROCK ON SHEET 4 OF 4, "BURLINGTON HILL BUSINESS PARK PHASE II BINDING SITE PLAN" ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 13 OF SHORT PLATS, PAGES 53 THROUGH 56, UNDER AUDITOR'S FILE NO. 9710290033, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; THENCE SOUTH 0 DEGREES 47' 23" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 32 FOR A DISTANCE OF 1071.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 12' 37" EAST FOR A DISTANCE OF 75.00 FEET; THENCE NORTH 0 DEGREES 47' 23" EAST, PARALLEL WITH SAID NORTH-SOUTH CENTERLINE, FOR A DISTANCE OF 90.00 FEET; THENCE SOUTH 89 DEGREES 12' 37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 0 DEGREES 47' 23" WEST, PARALLEL WITH SAID NORTH-SOUTH CENTERLINE, FOR A DISTANCE OF 90.00 FEET; THENCE SOUTH 89 DEGREES 12' 37" EAST FOR A DISTANCE OF 162.55 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN TRACT OF LAND SHOWN AS PARCEL A ON RECORD OF SURVEY RECORDED IN VOLUME 3 OF SURVEYS, PAGE 7, UNDER AUDITOR'S FILE NO. 8002060006, RECORDS OF SAID COUNTY AND STATE; THENCE SOUTH 0 DEGREES 47' 23" WEST ALONG SAID NORTHERLY EXTENSION FOR A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 89 DEGREES 12' 37" WEST ALONG THE NORTH LINE OF SAID PARCEL A FOR A DISTANCE OF 287.55 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A AND A POINT ON SAID NORTH-SOUTH CENTERLINE; THENCE NORTH 0 DEGREES 47' 23" EAST ALONG SAID NORTH-SOUTH CENTERLINE FOR A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH PORTION OF TRACT 18 OF BURLINGTON ACREAGE, DESCRIBED AS FOLLOWS: COMMENCING AT NORTHWEST CORNER TRACT 18; THENCE EAST 287.55 FEET; THENCE SOUTH 53 DEGREES 58' 20" EAST 37.58 FEET TO NORTHERLY EDGE GRAVEL ROAD; THENCE WESTERLY ALONG NORTHERLY EDGE SOUTH 29 DEGREES 15' 57" WEST 118.64 FEET; THENCE SOUTH 32 DEGREES 49' 30" WEST 162.61 FEET; THENCE NORTH 22 DEGREES 45' 15" EAST 66.10 FEET; THENCE SOUTH 89 DEGREES 39' 31" WEST 119.01 FEET; THENCE NORTH 2 DEGREES 11' 42" EAST TO POINT OF BEGINNING.

