

Filed at request of:
TOLMAN KIRK
PO Box 851
Poulsbo, WA 98370



200903250013

Skagit County Auditor

3/25/2009 Page 1 of 5 9:48AM

GRANTOR: MICHAEL J. COTTON, Trustee of the Michael J. Cotton Revocable Living Trust

GRANTEE: SANDY CHURCH and SALLY CHURCH, husband and wife

LEGAL DESCRIPTION: LOT 4, BLOCK 2, "MADRONA VIEW ADDITION TO SIMILK BEACH" as per Plat recorded in Volume 5 of Plats, Page 6

ASSESSOR'S PARCEL NO.: 4003-002-004-0000/P69319

EASEMENT

THIS AGREEMENT is made this 28 day of February, 2009 between MICHAEL J. COTTON (COTTON), Trustee of the Michael J. Cotton Revocable Living Trust, 13632 Slice Street, Anacortes, Washington, 98221 and SANDY CHURCH and SALLY CHURCH (CHURCH), husband and wife, 13670 Slice Street, Anacortes, Washington, 98221.

WHEREAS, CHURCH is the owner of certain real property in Skagit County, Washington, described as follows:

Lot 5, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M.

This parcel is Skagit County assessor's tax parcel number 4003-002-004-0000/P69319.

WHEREAS, COTTON is the owner of certain real estate in Skagit County, Washington, described as follows:

Lot 4, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M.

This parcel is Skagit County assessor's tax parcel number: 4003-002-006-0009/P69320.

The parties hereby agree as follows:

1. COTTON hereby grants to CHURCH an exclusive triangular easement which is 20 feet on its south on the eastside of Lot 4, for ingress egress and utilities, which is legally described on Exhibit A hereto which is incorporated herein and by this reference as though fully set forth, and which is shown on Exhibit B hereto,

which is incorporated herein and by this reference as though fully set forth.

2. COTTON agrees that within two years of the date of this easement, or when COTTON sells their property legally described above, whichever first occurs, CHURCH may remove part or all of the existing fence between Lots 4 and 5, at CHURCH'S sole discretion and expense, and any fence along the back driveway easement.

3. This easement shall run with the land and shall be binding on the parties hereto, their heirs, successors, and assigns. Any dispute regarding the agreement shall be resolved by binding arbitration by a Skagit County attorney agreed between the parties. If no attorney can be agreed to by the parties within 15 days of either party demanding arbitration, an Arbitrator shall be appointed by the then-President of the Skagit County Bar Association. The cost of arbitration shall be split between the parties. Costs and reasonable fees may be awarded by the arbitrator against a party acting in bad faith.

Dated this 29th day of February, 2009.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 25 2009

Amount Paid \$0
Skagit Co. Treasurer
By me in Deputy

Michael J. Cotton
MICHAEL J. COTTON
Sandy Church
SANDY CHURCH
Sally Church
SALLY CHURCH

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

On this day personally appeared before me MICHAEL J. COTTON, to me known to be the individual described in and who executed the within and foregoing document, and acknowledged 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 on this 6 day of ^{MARCH} February, 2009.

Signature of
Notary Public

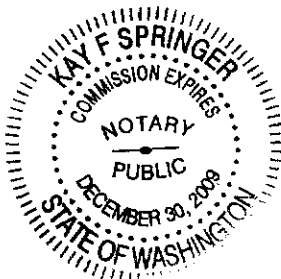
Kay F. Springer

Kay F. Springer

(printed name of Notary Public)

My appointment expires

12-31-09



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Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF SKAGIT

} ss.

On this day personally appeared before me SANDY CHURCH and SALLY CHURCH, to me known to be the individual described in and who executed the within and foregoing document, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on this 28th day of February, 2009.

Signature of
Notary Public



LYNN M. DIAK

(printed name of Notary Public)

My appointment expires

9-9-09



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Sandy Church - 0839
January 13, 2009

EXHIBIT A

Easement A

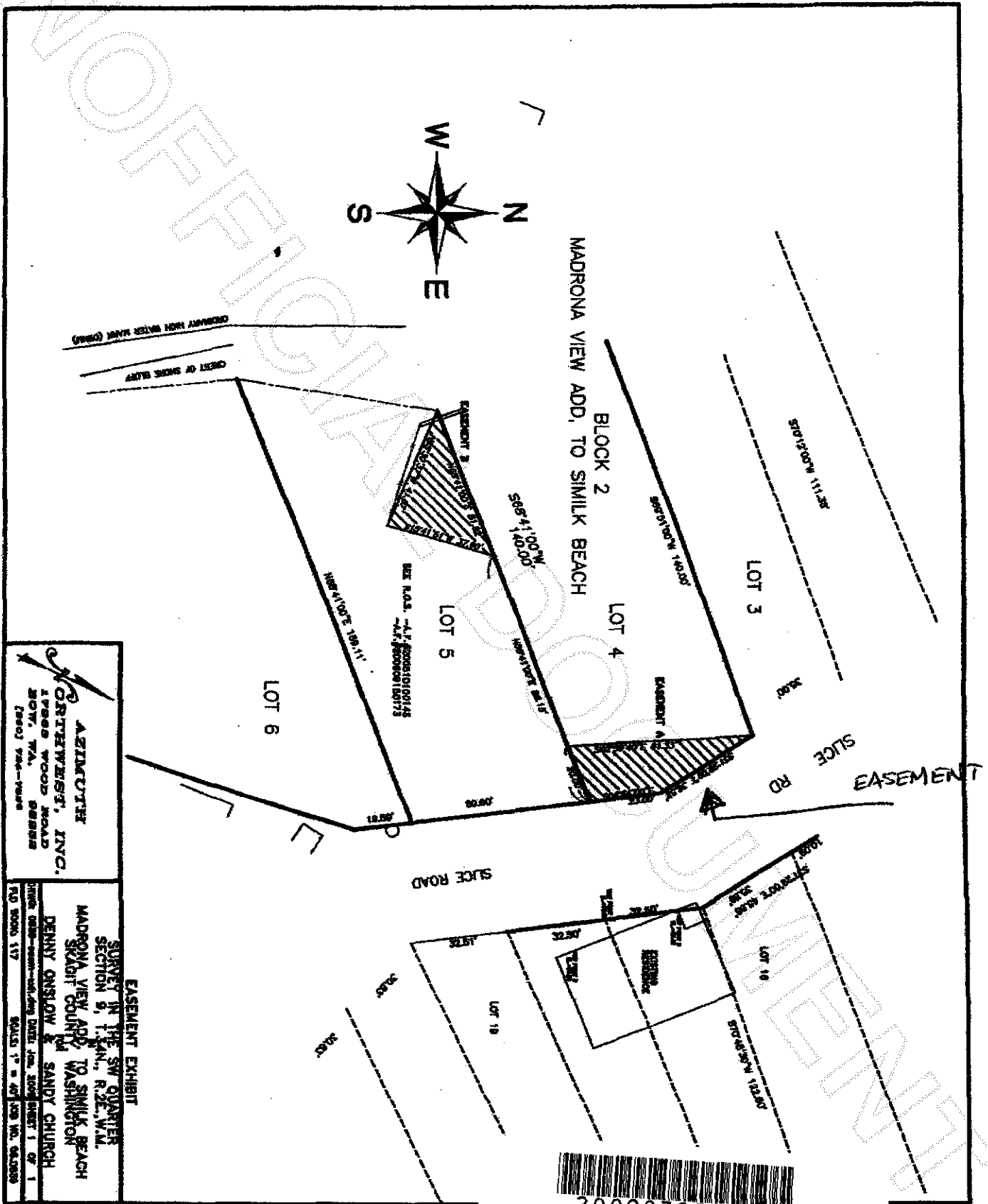
That portion of Lot 4, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M., lying Easterly of the following described line:

Beginning at the Northeast corner of said Lot 4, from which the North line of said Lot 4 bears South 69 Degrees 51'00" West; thence South 2 Degrees 59'40" East a distance of 61.33 feet, more or less, to a point on the South line of said Lot 4 lying 20.00 feet Westerly of the Southeast corner of said Lot 4, as measured along the South line of said Lot 4, being the terminus of said line.



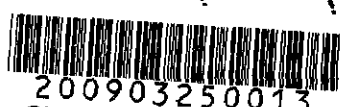
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EXHIBIT B



ASIMUTH
ORTHWEST, INC.
 13505 WOOD ROAD
 BOYD, WA.
 (206) 794-7949

EASEMENT EXHIBIT
 SURVEY IN THE SW QUARTER
 SECTION 9, T.4N., R.2E., W.4E.
 MADRONA VIEW ADD, TO SIMILK BEACH
 SKAGIT COUNTY WA
 DENNY ONSLOW & SANDY CHURCH
 2009 03 25 00 13
 SCALE 1" = 40' JOB NO. 04-2009
 FLD 5000 117



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