



200911040045

Skagit County Auditor

11/4/2009 Page

1 of

8 12:03PM

Document Title: GRANT OF EASEMENT

Reference Number :

Grantor(s):

additional grantor names on page ___

1. LINDA R TURNER

2.

Grantee(s):

additional grantee names on page ___

1. MICHAEL GWOST AND SUSAN M GWOST, H/W

2. DANIEL GWOST, IVY MARIE GEMME GWOST

Abbreviated legal description:

full legal on page(s) ___

06/35/02 GL 4 ETAL

Assessor Parcel / Tax ID Number:

[2] additional tax parcel number(s) on page ___

P32721

I, MICHAEL GWOST, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Michael Gwost

Dated 11-4-09

When Recorded Return To:

Aaron M. Rasmussen
Attorney at Law, P.S.
1101 Eighth Street, Suite A
Anacortes, Washington 98221-

GRANT OF EASEMENT

Document Title: Easement
Grantors: Linda R. Turner
Grantees: Michael Gwost and Susan M. Gwost, husband and wife; Daniel Gwost, a single person; Ivy Marie Gemme Gwost, a single person
Tax/Parcel ID Numbers of Affected Parcels: Parcel A: 350206-2-006-0005 / P32721
Parcel B: 350206-2-007-0004 / P32725
Parcel C: 350101-1-006-0009 / P31112
Abbrev. Legals: Parcel A: SW1/4 GV LOT 4 EXC W 40FT
Parcel B: W 40FT SW1/4 GV LT 4
Parcel C: S1/2 E1/2 E1/2 SE1/4 NE1/4 LESS E 25FT & RD & N 264FT

RECITALS

A. Linda R. Turner ("Grantor") is the owner in fee simple of two contiguous parcels of real property, situated in the County of Skagit, State of Washington, hereinafter referred to as "Parcel A" and "Parcel B", legally described as follows:

"Parcel A"

The Southwest Quarter of Government Lot 4, Section 6, Township 35 North, Range 2 East of the Willamette Meridian in Skagit County, Washington, except the West 40 Feet thereof.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 11 2009

County Clerk
for Skagit County

[Handwritten signature]

Grant of Easement - Page 1



200911040045
Skagit County Auditor

"Parcel B"

The West 40 feet of the Southwest Quarter of Government Lot 4, Section 6, Township 35 North, Range 2 East of the Willamette Meridian in Skagit County, Washington.

B. Michael Gwost and Susan M. Gwost, husband and wife; Daniel Gwost, a single person; and Ivy Marie Gemme Gwost, a single person ("Grantees") are co-owners of a parcel of real property adjacent to Parcels A and B, situated in the County of Skagit, State of Washington, hereinafter referred to as "Parcel C" and legally described as follows:

"Parcel C"

The South Half of the East Half of the East Half of the Southeast Quarter of the Northeast Quarter of Section 1, Township 35 North, Range 1 East of the Willamette Meridian; EXCEPT the North 264 feet thereof; ALSO EXCEPT the East 25 feet thereof.

Situated in Skagit County, Washington.

C. Grantees are planning to construct a septic system suitable for their residence on Parcel C, which will have a septic tank and other features on Parcel C, but which will also have a drain field located on a portion of Parcel A. The specific portion of Parcel A in which the drain field will be located is described below as "The Easement Area". Grantor, as the owner of Parcel A, is agreeable to granting an easement to Grantees for the purposes of constructing and maintaining said drain field, so long as Grantor and any future owners of Parcels A and B retain the right, for their own benefit, to construct and maintain a drain field within The Easement Area, for purposes of a future on-site septic system serving Parcels A and/or B. The Easement Area, a portion of Parcel A (above), is legally described as follows:

The Easement Area

That portion of the above-described "Parcel A" described as follows:

Based on record of Survey (Short Card Subdivision #PL00-0434) -- Beginning at the SE corner of the SE 1/4 of the NE 1/4 of Section 1, Township 35, Range 1 E.W.M. (a 3/4" IP in case), Thence N01° 21' 10"E a distance of 52.91 feet. Thence S89°38'46"E a distance of 20 feet to the True Point of Beginning. Thence S88°19'05"E a distance of 31.15 feet. Thence N73°07'18"E a distance of 246.82 feet. Thence N10°59'20"E a distance of 121.35 feet. Thence N52°08'42"E a distance of 90.43 feet. Thence S37°51'17"E a distance of 48.96 feet. Thence S09° 55'51"W a distance of 93.78 feet. Thence S42°06'38"W a



distance of 82.42 feet. Thence N54° 37'02"W a distance of 34.45 feet. Thence S73°07'18"W a distance of 272.34 feet. Thence N88°19'05"W a distance of 31.9 feet. Thence N01°21'10"E a distance of 5 feet to the True Point of Beginning.

Situated in Skagit County, Washington.

D. This Easement is granted and filed in the public record to ensure that the current and future owners of Parcel A, Parcel B, and Parcel C have the right to construct septic drain fields within the Easement Area, and that they will retain the right to access, operate, inspect, and maintain those drain fields perpetually.

GRANT OF EASEMENT

NOW, THEREFORE, for and in consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Linda R. Turner ("Grantor") hereby bargains, sells, grants and conveys to Michael Gwost and Susan M. Gwost, husband and wife; Daniel Gwost, a single person; and Ivy Marie Gemme Gwost, a single person ("Grantees") a perpetual easement over, under and across The Easement Area, described above, which is a portion of Grantor's Parcel A, also described above, subject to the following terms, conditions, and limitations:

1. This easement shall be for the purposes of constructing, accessing, operating, inspecting, maintaining, and at the Grantees' option, removing, a drain field substantially in the configuration depicted at Exhibit A hereto, for the use and benefit of the owners and occupiers of Parcel C, including such ingress and egress as is reasonably necessary or appropriate for such construction, access, operation, inspection, maintenance, or removal. In the event that the dimensions or locations of the drain field as herein set forth are not sufficient to gain approval by county authorities, the dimensions and/or locations of the system shall be altered to the extent reasonably necessary to obtain such approval, and an instrument amending this document and setting forth the altered dimensions and/or location of easements encompassing the system shall be executed and recorded. The scope of the easement shall be limited to such uses, and shall not allow Grantees to construct non-drain field-related improvements on Parcel A, such as above ground structures, roadways, or power, cable, water, or gas lines, and the easement shall not be used to access remote lands to or from Parcel C. Grantees shall not have the right to construct any improvements within The Easement Area that interfere with Grantees' use of the remainder of The Easement Area (that area outside the drain field for Parcel C shown at Exhibit A) as a drain field or drain fields for Parcels A and/or B.

2. Grantor shall retain the right to construct a drain field or drain fields for the benefit of Parcels A and/or B in the portion of The Easement Area not occupied by the drain field for the benefit of Parcel C. Grantor shall not have the right to construct any improvements within the Easement area that interfere with Grantees' use of its portion of The Easement Area as a drain field.



3. Parcel A, Parcel B, and Parcel C shall be acquired, held and transferred subject to the terms of this document, which are intended to benefit those parcels and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this easement are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to use or occupancy of Parcel A, Parcel B, and Parcel C or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their respective heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

These rights, benefits, burdens, terms and conditions shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Parcel A, Parcel B, Parcel C, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

EXECUTED effective this Oct. 29th day of 2009, 2009.

Linda R. Turner
LINDA R. TURNER



ACKNOWLEDGEMENTS

STATE OF _____)
COUNTY OF _____)

ss.

On this day personally appeared before me Linda R. Turner, to me known to be the individual described in and who executed the foregoing document and acknowledged that she signed said document as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

See

NOTARY PUBLIC in and for the State of

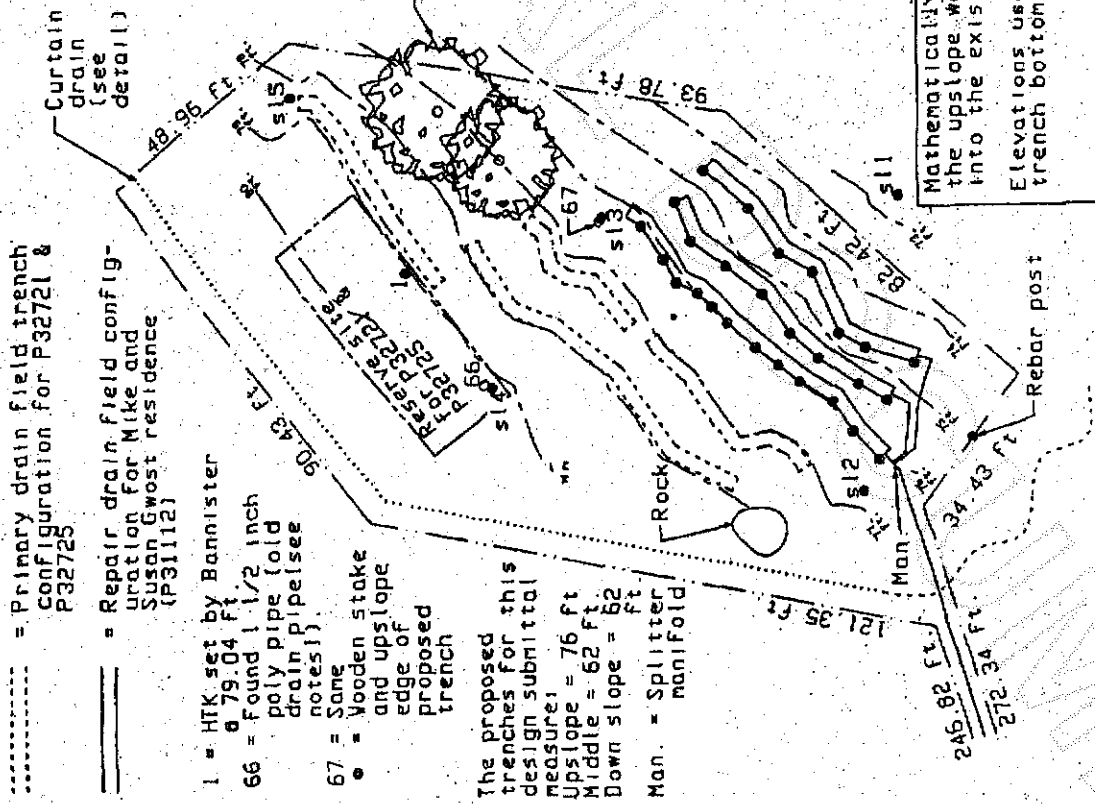
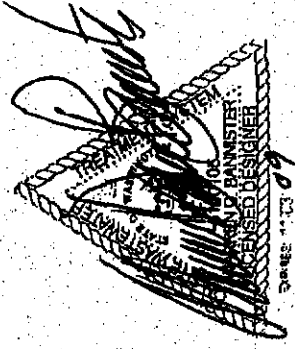
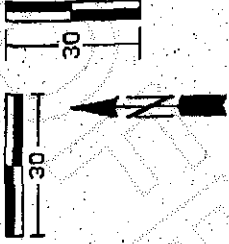
_____, residing at _____

My appointment expires _____



EXHIBIT A

NAME GWOST, MIKE & SUSAN
 BY BANNISTER, DEAN
 ACCOUNT NO. 350101-1-006-0009
 SCALE 1 in. = 30 Ft. PAGE 13 OF 26



200911040045
 Skagit County Auditor

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Trinity

On 10/29/09 before me, Kimberly Trujillo, Notary Public
(Here insert name and title of the officer)

personally appeared Linda R. Turner

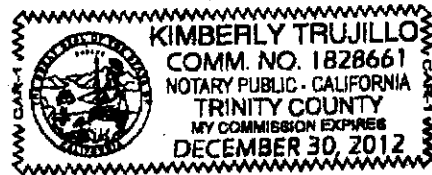
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corp.
- Securely att.

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of Easement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 10 Document Date 10/29/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____



200911040045

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