



201008120022

Skagit County Auditor

8/12/2010 Page

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5 9:58AM

When recorded return to:

Michael A. Winslow  
Attorney at Law  
411 Main Street  
Mount Vernon, Washington 98273

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### DECLARATION OF EASEMENT FOR DRIVEWAY

**GRANTORS:** Steven J. Hamel and Adelle L. Hamel, husband and wife.

**GRANTEES:** Steven J. Hamel and Adelle L. Hamel, husband and wife.

**LEGAL DESCRIPTION:**

Portion of Parcel B, ROS AFN 200705040001 in the Southwest 1/4 of Section 23, Township 31 North, Range 1 East, W.M., Skagit County, Washington, more particularly described in full as set forth below.

**ASSESSOR'S PROPERTY TAX  
PARCEL OR ACCOUNT NO.**

P58407

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*

**AUG 12 2010**

**REFERENCE #s OF DOCU-  
MENTS ASSIGNED/RELEASED:**

None

Amount Paid \$  
Skagit Co. Treasurer  
By *MF* Deputy

**DECLARATION OF EASEMENT:**

A. Conveyance. The Grantors hereby declare an Easement over and across the following described property:

A portion of Parcel B, ROS AFN 200705040001 in the Southwest 1/4 of Section 23, Township 31 North, Range 1 East, W.M. Skagit County, Washington, more particularly described as follows:

Beginning at the Southwest 1/4 of the said Parcel B, being the intersection of the West section line of Section 23 and the South line of the North 20' of Lots 1-5 of Block 1504 of Plat of Northern Pacific Addition to Anacortes; thence North 69° 42' 24" East along the South line of Parcel B, 48.99'; thence North 20° 17' 36" West 32.77 feet; thence

North 89° 41' 16" West 34.33 feet more or less, to the West line of said Section 23; thence South 00° 18' 44" West along said West line, 47.91' more or less to Point of Beginning.

The said Easement is for the purpose of the ingress, egress and driveway purposes to access the Grantees' garage and property. No parking of vehicles within the easement area is permitted. The said Easement, further, is to be appurtenant to the Grantees' property described herein below and shall be a covenant running with the land in perpetuity. A map showing the easement area is set forth as "Exhibit A" and is provided to show the intent of the Declarant with respect to the location of the easement area. The legal description of the Easement as described herein, however, shall be controlling.

B. Property Benefitted by Easement. The property benefitted by this Easement and to which the Easement is appurtenant is legally described as follows:

Parcel A, ROS AFN 200705040001 in the Southwest 1/4 of Section 23, Township 31 North, Range 1 East, W.M., Skagit County, Washington.

C. Residential Access. The easement granted hereunder is limited residential access and home occupations permitted by law.

D. Unimpeded Access. The Grantees shall have full and unimpeded access to their property across the roadway to be established within the easement area and no speed bump, gate, or other device shall be installed within the road area in order to limit access to the property of the Grantees, unless the same shall be accomplished with the consent of the Grantees.

E. Cost of Construction and Maintenance. Except as defined herein below, Grantees shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by or upon the request of the Grantees. To this end, Grantees shall not allow any lien to come against the property of the Grantor for any purpose permitted under RCW 60.04 or similar replacement statute.

F. Compliance with Laws and Rules. Grantees shall at all times exercise their rights and responsibilities under this agreement in accordance with the requirements of (and as from time to time may be amended) all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.

G. Work Standards. Upon Grantees' completion of any construction permitted under this agreement, Grantees shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

H. Mutual Release and Indemnity. The Grantees does hereby agree to indemnify and promise



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to defend and save harmless the Grantor and its successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantor or its successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees and Grantees' servants, agents, employees, and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of Grantees or Grantees' agents and contractors.

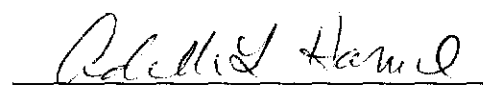
I. No Merger. The Grantors do not intend that unity of title between Parcel A and Parcel B of ROS AFN 200705040001 should work a merger of the Easement declared hereunder, and upon severance of ownership of title between Parcels A and B, this Easement shall continue in full force and effect for the purposes stated herein.

DATED this 10<sup>th</sup> day of <sup>August</sup>~~February~~, 2010.

Grantor/Declarant

Grantor/Declarant

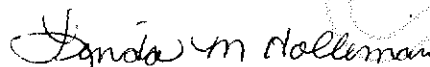
  
Steven J. Hamel

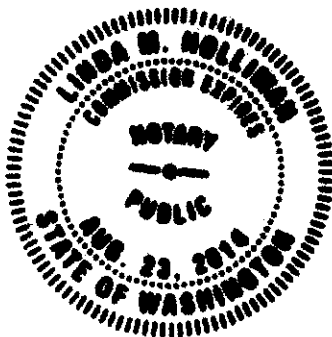
  
Adelle L. Hamel

State of Washington )  
  )ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Steven J. Hamel and Adelle L. Hamel, husband and wife, 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 in the instrument.

Dated: <sup>August</sup>~~February~~ 10<sup>th</sup>, 2010

  
Linda M. Holliman, Notary Public  
My appointment expires: 8-23-2014



Consent of Lender:

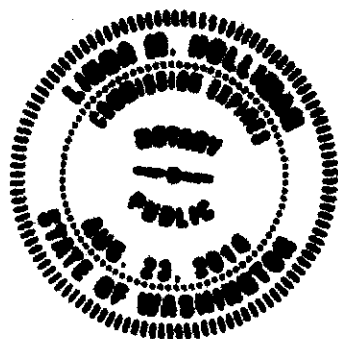
Peoples Bank hereby consents to this Declaration of Easement:

Madeleine M. Reason Cook, Vice President  
Print name: Madeleine M. Reason Cook  
Authorized Representative of Peoples Bank

State of Washington )  
                                  )ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Madeleine M. Reason Cook is the person who appeared before me; that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged as the Vice President of Peoples Bank, to be the free and voluntary act of him/her for the uses and purposes contained in the instrument.

DATED: August 11, 2010.

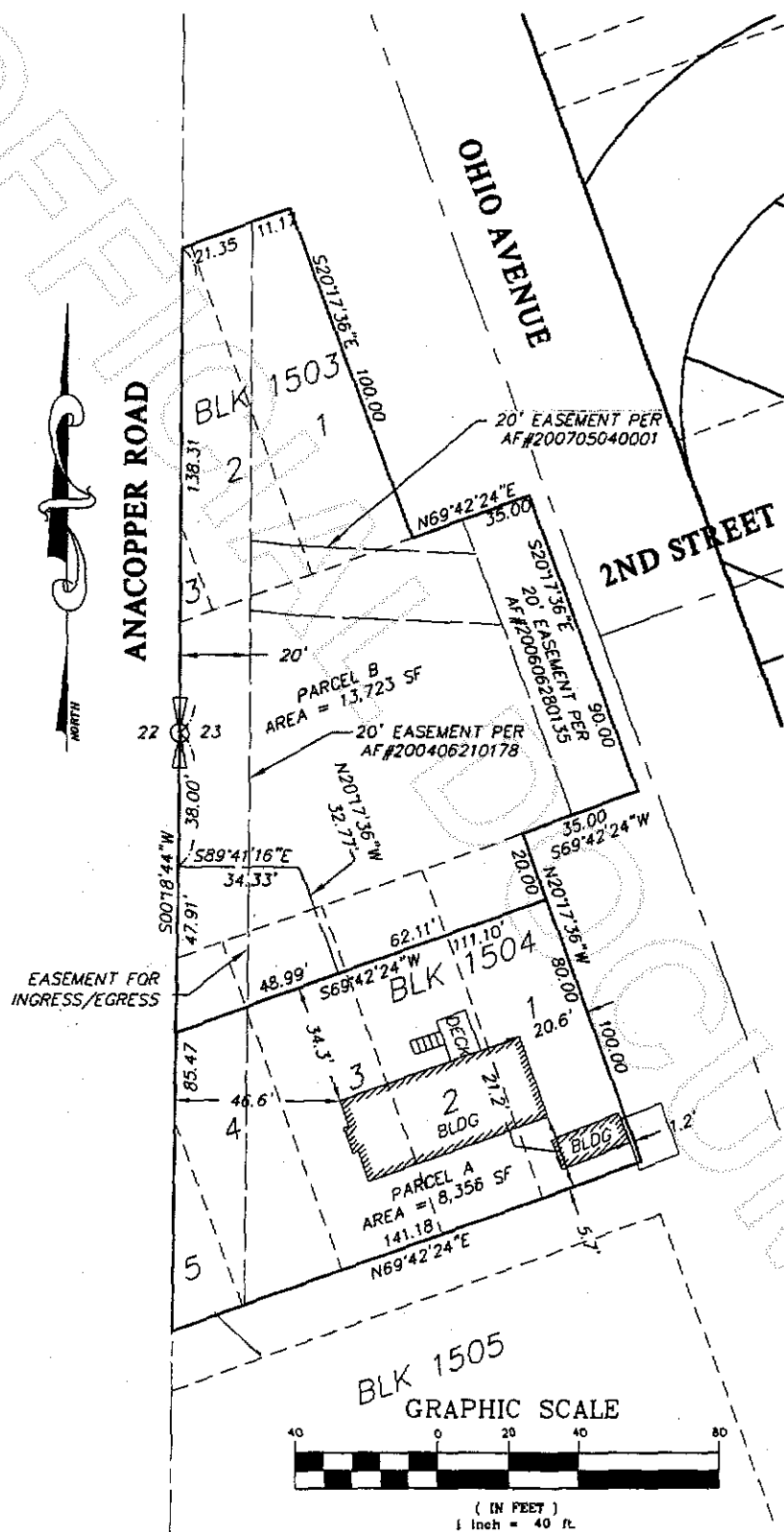


Linda M. Holliman  
Linda M. Holliman, Notary Public  
My commission expires 8-23-2014



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UNOFFICIAL SUBMITTED



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