

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

SKAGIT LAW GROUP, PLLC
P.O. Box 336
Mount Vernon, WA 98273



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Skagit County Auditor

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EASEMENT

Grantor (s) **JOHN T. TENNESON and BEVERLY M. TENNESON, h&w**
Grantee (s) **GLEN M. TENNESON, a single man**

Abbreviated Legal:

Grantors' Parcel: S 330FT OF W 660FT OF N1/2 NE1/4 NE1/4 30-35-5 EWM

Grantee's Parcel: S 330FT OF N1/2 NE1/4 NE1/4 30-35-5 EWM, EXC W 660FT

Assessor's Tax Parcel Nos.: P40431 / 350530-1-004-0002

P40430 / 350530-1-003-0110

THIS AGREEMENT is made and entered into this 11 day of October, 2010, by **JOHN T. TENNESON and BEVERLY M. TENNESON**, husband and wife ("Grantors"), and **GLEN M. TENNESON**, a single man ("Grantee").

WHEREAS, GRANTORS are the owners of the following described real property located in Skagit County, Washington:

(See Exhibit "A" attached hereto and incorporated herein by reference); and

WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington:

(See Exhibit "B" attached hereto and incorporated herein by reference).

GRANT OF EASEMENT

NOW THEREFORE, Grantors, in consideration of the mutual covenants contained

Easement
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
OCT 12 2010

Amount Paid \$0
Skagit Co. Treasurer
By *man* Deputy

herein, and love and affection, establish, give, grant, warrant and convey to Grantee, including any after acquired title, the following described easement:

INGRESS, EGRESS & UTILITIES EASEMENT:

Description of Easement

A non-exclusive, perpetual easement over, under and across the easement area defined below for the purpose of ingress, egress, and utilities from Fruitdale Road across real property owned by Grantors to real property owned by Grantee.

Easement Area

The south sixteen feet (16') of the South 330 feet of the West 660 feet of the N ½ of the NE ¼ of the NE ¼ of Section 30, Township 35 North, Range 5 East, W.M. (also known as Parcel 40431, and referred to herein as "Easement Area").

GENERAL:

In the event that either Grantors or Grantee cause identifiable damage to the road or utilities in the Easement Area, then the party causing such damage shall, as soon as is reasonably possible, immediately restore the road and/or utilities to as good or better condition as they were in prior to the damage.

No vehicles or any other item(s) shall be placed in the Easement Area that would prevent, delay or limit access across the Easement Area to the property of either Grantee or Grantor.

The benefits, burdens, and covenants of the easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantors' property, the Grantee's property, the Grantors, the Grantee, the parties' respective heirs, successors, and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof. This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party, in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, regardless of whether litigation is actually



commenced, including fees and costs and expenses relating to bankruptcy, appeal, or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTORS:


JOHN T. TENNESON


BEVERLY M. TENNESON

GRANTEE:


GLEN M. TENNESON



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that **JOHN T. TENNESON** and **BEVERLY M. TENNESON** 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.

Dated: October 11, 2010.



KATE SZUREK
NOTARY PUBLIC - STATE OF WASHINGTON
My Commission Expires
September 15, 2014

Kate Szurek
(Signature)

NOTARY PUBLIC
KATE SZUREK

Print Name of Notary

My appointment expires: 9/15/2014

State of Washington)
) ss
County of Skagit)

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

Dated: October 11, 2010.



KATE SZUREK
NOTARY PUBLIC - STATE OF WASHINGTON
My Commission Expires
September 15, 2014

Kate Szurek
(Signature)

NOTARY PUBLIC
KATE SZUREK

Print Name of Notary

My appointment expires: 9/15/2014



EXHIBIT "A"

The South 330 feet of the West 660 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 5 East, W.M., EXCEPT road right of way.

Situate in the County of Skagit, State of Washington.



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EXHIBIT "B"

The South 330 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 35 North, Range 5 East, W.M.,

EXCEPT the West 660 feet thereof.

Situate in the County of Skagit, State of Washington.



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