



201103310048

Skagit County Auditor

3/31/2011 Page 1 of 5 3:08PM

Robert Dale  
1500 SW Park Ave #302  
Portland OR 97201

Document Title: Easement

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_

- 1. David Taggart ORan Young
- 2. Rache l Taggart Irene Young

Grantee(s):

additional grantee names on page \_\_\_

- 1. Donald L. Ailyn
- 2.

Abbreviated legal description:

full legal on page(s) \_\_\_

13-34-01 NE SW

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P 121913  
P 19319

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS

DAVID TAGGART and RACHEL TAGGART, husband and wife, and ORAN YOUNG and IRENE YOUNG, husband and wife, (Hereinafter referred to as Grantors,) for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand paid to them by DONALD L. ALLYN (hereinafter referred to as Grantee), receipt of which is hereby acknowledged by Grantors, hereby grant and convey to Grantee, his heirs and assigns, a perpetual and exclusive easement for light, air and view under restrictions, reservations, covenants, terms and conditions as hereinafter provided:

1. Grantors and Grantee agree to and acknowledge the following recitals:

a. Grantors are now purchasing (as a portion of a larger parcel of land) the following described real property by way of Real Estate Contract and own an equity therein:

The North 50 feet of the West 100 feet of the Northeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 E.W.M., situate in Skagit County, Washington.

b. Grantors' said above-described real property will hereafter be referred to as the "Servient Estate".

c. Grantee owns (or is purchasing) the following described real property, to-wit:

The West 616 feet, more or less, of Government Lot 3, Section 13, Township 34 North, Range 1 E.W.M. situate in Skagit County, Washington.

d. Grantee's said above-described real property will hereafter be referred to as the "Dominant Estate".

e. The easement herein granted shall be and is an appurtenant easement and shall run with the land, and is made appurtenant to the servient estate and will serve the dominant estate and it shall be perpetual and exclusive.

f. This grant shall be binding upon the Grantors and the Grantee and the respective heirs and assigns of said parties.



201103310048  
Skagit County Auditor

g. This grant and conveyance shall be subject to the property rights of Thersia Rogers and Earl Rogers, the owners of the fee title of the servient estate, and therefore subject to being divested and extinguished should Grantors fail to obtain title to the servient estate according to the terms of their contract with said Thersia Rogers and Earl Rogers.

2. Grantee shall have the perpetual and exclusive right and easement for the unobstructed view of Puget Sound from Grantee's home situate upon the dominant estate over and across the servient estate and in connection therewith Grantee shall, and is hereby given, the right to remove such trees now standing or lying on the servient estate that reasonably interfere with and obstruct said view over the servient estate. The removal of any such trees shall be at the sole expense of Grantee.

3. In connection with the removal of any trees from the servient estate by Grantee, his heirs and assigns, Grantors hereby give Grantee permission to come upon the servient estate for said limited purpose, providing, however, that Grantee shall and does hereby assume all liability for damages to persons or property, including the servient estate, resulting from Grantee's conduct on said servient estate and the removal of trees therefrom and Grantee does hereby indemnify and save Grantors, their heirs and assigns, harmless from any and all expenses, claims, suits, attorneys' fees and costs of every kind and nature occurring and flowing from and as a result of, any breach of any covenant hereunder to be performed by Grantee, his heirs or assigns, and from any damages flowing from his conduct and presence upon the servient estate and from his cutting trees therefrom in order to obtain said view for the dominant estate.

4. Grantee covenants that all trees cut by him upon the servient estate as hereinabove provided shall be promptly removed from the servient estate and all debris resulting from such cutting shall be





