



201310090036

Skagit County Auditor
10/9/2013 Page

1 of

\$75.00

4 10:20AM

AFTER RECORDING MAIL TO:
Curt Oppel
2803 B Ave.
Anacortes, WA. 98221

Declarant/Grantor/Owner of Lot 16:

CURT OPPEL and MONICA
OPPEL, Husband and Wife

Declarant/Grantee/Owner of Lot 15:

MICHELLE GRACE

EASEMENT AGREEMENT

Recitals

GUARDIAN NORTHWEST TITLE CO.

M9769

A. CURT OPPEL and MONICA OPPEL, husband and wife, ("Oppel") are the owners of those parcels of real estate located in Skagit County, Washington which are legally described as follows:

ACCOMMODATION RECORDING ONLY

ANACORTES, LOTS 16 AND 17 AND THE WEST ½ OF
LOT 18, BLOCK 244, "MAP OF THE CITY OF
ANACORTES, SKAGIT COUNTY, WASHINGTON",
ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS
OF SKAGIT COUNTY, WASHINGTON.
P122514 / 3772-244-018-0000

MICHELLE GRACE, a single woman, ("Grace") is the owner of those parcels of real estate located in Skagit County, Washington, which are legally described as follows:

ANACORTES, LOTS 14 AND 15, BLOCK 244, "MAP OF
THE CITY OF ANACORTES, SKAGIT COUNTY,
WASHINGTON", ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH
7, RECORDS OF SKAGIT COUNTY, WASHINGTON.
P56391 / 3772-244-015-0015

B. The parties desire that Oppel grant Grace an easement and right-of-way for, and the right to plant, maintain, replace or remove landscaping in, upon, over and across the west 5 feet of lot 16, Block 244, "Map of the City of Anacortes, Skagit County Washington.

C. The parties agree that Grace's use of the easement noted above will be strictly subject to the following restrictions: No structures other than temporary decorative yard ornaments, bird house, trellises, etc., are to be built on the easement. Plantings are limited to flowers, bushes and shrubs. Foliage is not to exceed ten (10) feet in height. Plantings are to be maintained and controlled as not to cause a fire danger or waste to Oppel's property outside of the easement. Grace shall keep the easement clear of rubbish of any kind and garbage cans. No storage of any material, item or vehicle is to be allowed on the easement. The area adjacent to the garage is to remain completely clear so that Oppel can access and maintain the west side of the garage on their property.

D. Grace agrees to hold Oppel harmless and indemnify Oppel for any liability arising from Grace's use of the easement or the use of the easement by any third party or parties.

Declaration

E. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oppel, as owner of the Oppel property described above, hereby grants Grace an easement and right-of-way for, and the right to plant, maintain, replace or remove landscaping in, upon, over and across the west 5 feet of lot 16, Block 244, "Map of the City of Anacortes, Skagit County Washington, according to the Plat thereof recorded in Volume 2 of Plats, Pages 4 through 7, records of Skagit County, Washington.

F. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grace agrees to strictly comply with the restrictions on the easement agreed to by the parties in Paragraph C above. Grace acknowledges and agrees that her failure to strictly comply with the restrictions given in Paragraph C above will extinguish the easement granted in this instrument.

G. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grace agrees to hold Oppel harmless for any



liability arising from Grace's use of the easement or the use of the easement by any third party or parties. Furthermore, Grace agrees to indemnify Oppel for any expenses (including attorney's fees and costs) that Oppel incurs in defending any actions brought by Grace or any third party or parties due to their use of the easement.

General Provisions

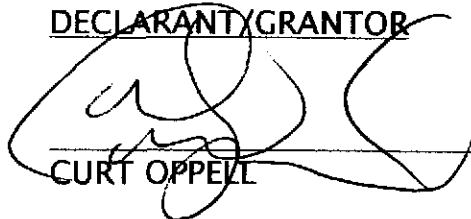
H. Runs with the Land. The covenants, terms and conditions declared, granted and established under this declaration shall run with the land and inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns.

I. Attorneys' Fees. If any party hereto is required to bring a lawsuit to enforce its rights under this declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs on appeal.

J. Governing Law. The terms and provisions of this declaration shall be governed, construed and enforced in accordance with the laws of the State of Washington.

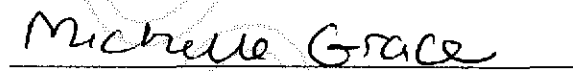
IN WITNESS WHEREOF, the undersigned have executed this instrument this 2nd day of Oct., 2013.

DECLARANT/GRANTOR


CURT OPPEL



MONICA OPPEL

DECLARANT/GRANTEE


MICHELLE GRACE

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 09 2013

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



STATE OF
WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that CURT OPPEL and MONICA OPPEL 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of October, 2013
2008. KRS



Kimberly A. Barrett

Printed Name

NOTARY PUBLIC in and for the State of Washington

My Commission

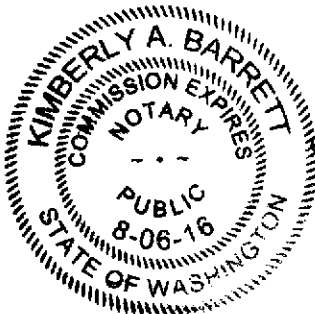
Expires Aug. 6, 2016

STATE OF
WASHINGTON
COUNTY OF SKAGIT

SS.

I certify that I know or have satisfactory evidence that MICHELLE GRACE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of October, 2013
2008. KRS



Kimberly A. Barrett

Printed Name

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires Aug 6, 2016

