

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 06/01/2026

FILED FOR RECORD AT REQUEST OF:

Shultz Law Offices PLLC
317 S. 2nd Street, Suite 101
Mount Vernon, WA 98273

214726-LT

EASEMENT FOR LANDSCAPE PURPOSES

GRANTOR: GERALD E. NELSON and JENNY T. NELSON, a married couple

GRANTEE: RUTH MCGLAUFLIN, as her separate property

LEGAL DESCRIPTION: Ptns. of the SE ¼ of the NW ¼ of Section 22, Township 35 North, Range 3 East, W.M.
(See Exhibit "A" for full legal description and site map)

ASSESSOR'S PROPERTY

TAX PARCEL OR

ACCOUNT NUMBER: P34659, P34661

REFERENCE NUMBER OF DOCUMENT ASSIGNED OR RELEASED:

N/A

EASEMENT FOR LANDSCAPE PURPOSES

In consideration of the mutual covenants, terms, and conditions set forth herein, GERALD E. NELSON and JENNY T. NELSON, a married couple, as GRANTOR and as owner in fee of tax parcel no. P34659, hereby grant to RUTH MCGLAUFLIN, as her separate property, as GRANTEE and as owner in fee of tax parcel no. P34661, in the County of Skagit, State of

Washington, an Easement and right-of-way, over and across that certain real property situated in the County of Skagit and more particularly described as follows:

SEE ATTACHED FULL LEGAL DESCRIPTION, EXHIBIT "A" and
SEE ATTACHED EASEMENT AREA MAP, EXHIBIT "B"

The purpose of the easement shall be limited to the (1) right to maintain, add to, and/or remove landscaping within the easement area, (2) right to install and maintain utilities, including landscaping irrigation, within the easement area, and (3) right to modify, fill, and/or grade the easement area without Grantor's prior approval. Such rights shall be subject to any restrictions and covenants as may become applicable under that certain conservation easement recorded under Skagit County Auditor File No. 202505300043.

Further, as underlying fee owners, that GRANTOR, their officers, agents, employees, and contractors, whenever and wherever necessary, shall retain and reserve the right to enter upon and to pass and repass over and along said Easement and right-of-way for the sole purposes of continuation of existing farming operations and performing farm activities in portions of the landscape easement; PROVIDED that, GRANTOR agrees not to store anything, including but not limited to tools, fertilizer, pipe or other items nor park vehicles or heavy equipment within the easement area. Such reservation shall not constitute a waiver or a limitation of any of the rights otherwise granted to GRANTEE herein. GRANTOR agrees to not otherwise unreasonably impede use and/or access to the Easement area by said GRANTEE, her officers, agents, employees, and contractors, whenever and wherever necessary, as granted herein.


GRANTEE agrees to defend, indemnify and hold harmless GRANTOR, their officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of GRANTEE, GRANTEE's officers, agents and employees, in connection with GRANTEE's use, operation and maintenance of said Easement and right-of-way, as herein provided. GRANTOR agrees to defend, indemnify and hold harmless GRANTEE, her officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of GRANTOR, GRANTOR's officers, agents and employees, in connection with GRANTOR's use, operation and maintenance of said Easement and right-of-way, as herein provided.


This Easement is not intended to impair or interfere with any other existing easement, right-of-way, or right to access or use otherwise affecting or encumbering the subject property. The rights granted and conferred under this Easement shall be and remain subject to any such easement, right-of-way, or right to access or use so long as such interests continue to affect or encumber the subject property.

This Easement shall be perpetual and is intended to run with the land, and shall be binding upon, and inure to the benefit of, the undersigned parties and their respective permitted successors and assigns.


Signed this 28 day of May, 2026.

GRANTOR:


GERALD E. NELSON, a married man


JENNY T. NELSON, a married woman

GRANTEE:


RUTH MCGLAUF LIN, as her separate property

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 28th day of May, 2026, before me personally appeared GERALD E. NELSON, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

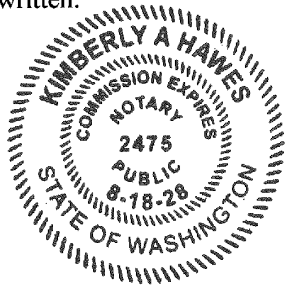


Signature: [Handwritten Signature]
Print Name: Kimberly A. Hawes
Notary Public for Washington
Residing in: Oak Harbor
My Appointment Expires: Aug. 18, 2028

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 28th day of May, 2026, before me personally appeared JENNY T. NELSON, to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

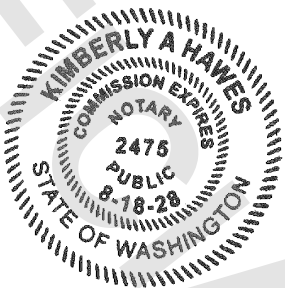


Signature: [Handwritten Signature]
Print Name: Kimberly A. Hawes
Notary Public for Washington
Residing in: Oak Harbor
My Appointment Expires: Aug. 18, 2028

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

On this 28th day of May, 2026, before me personally appeared RUTH MCGLAULFLIN to me known to be the individual named herein, who executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: [Handwritten Signature]
Print Name: Kimberly A. Hawes
Notary Public for Washington
Residing in: Oak Harbor
My Appointment Expires: Aug-18, 2028

UNOFFICIAL DOCUMENT

Exhibit "A"

Landscape Easement
Gerald E. Nelson and Jenny T. Nelson, a married couple
to Ruth McGlaulin, as her separate property

A landscape easement over, under and across a portion of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 35 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 22, from which the North 1/4 corner of said Section 22 bears North 2°04'53" East;
 thence North 88°13'14" West, along the North line of said Southeast 1/4 of the Northwest 1/4 for a distance of 20.00 feet, more or less, to the Westerly margin of Thomas Road;
 thence South 2°04'53" West, along said margin for a distance of 145.60 feet to the TRUE POINT OF BEGINNING;
 thence North 88°13'14" West for a distance of 214.18 feet;
 thence South 02°04'53" West for a distance of 63.60 feet;
 thence North 88°13'14" West for a distance of 43.74 feet;
 thence South 2°04'53" West for a distance of 84.40 feet;
 thence South 88°13'14" East for a distance of 42.93 feet;
 thence South 2°04'53" West for a distance of 38.00 feet;
 thence South 88°13'14" East for a distance of 215.00 feet, more or less, to said Westerly margin of Thomas Road;
 thence South 2°04'53" West along said Westerly margin for a distance of 13.00 feet;
 thence North 88°13'14" West for a distance of 396.00 feet;
 thence North 2°04'53" East for a distance of 211.00 feet;
 thence South 88°13'14" East for a distance of 396.00 feet, more or less, to said Westerly margin of Thomas Road at a point bearing North 2°04'53" East from the TRUE POINT OF BEGINNING;
 thence South 2°04'53" West along said Westerly margin for a distance of 12.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

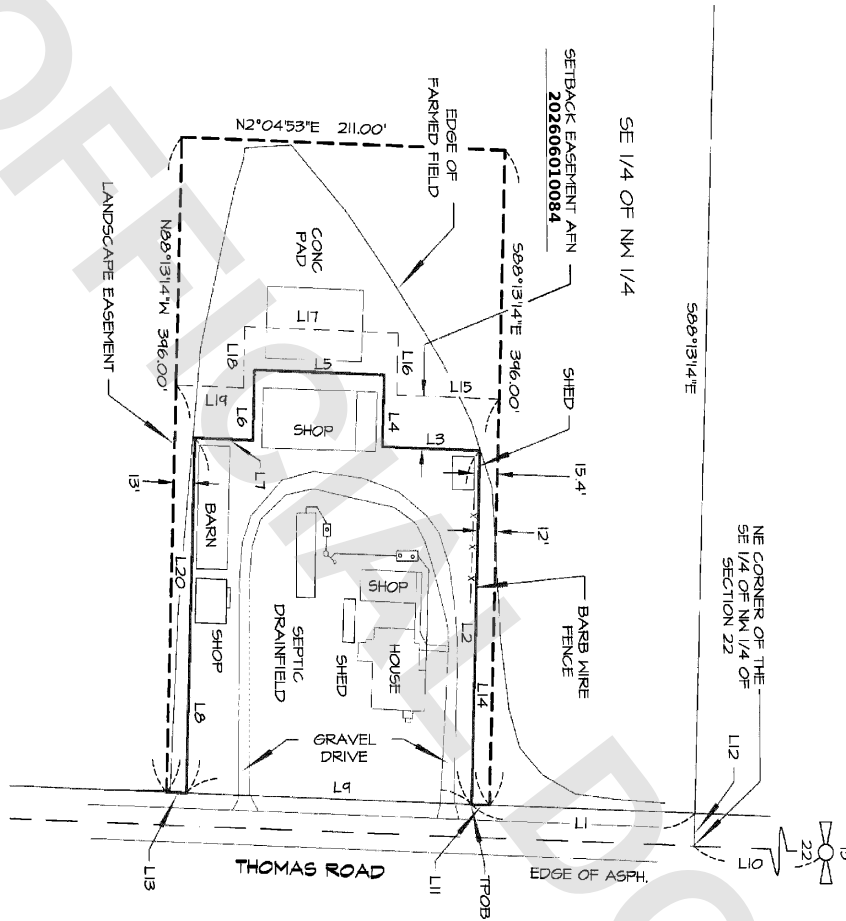
Situate in the County of Skagit, State of Washington.

Containing 39,994 sq ft, 0.92 acres



3-11-2026

EXHIBIT "B"
DETAIL OF LANDSCAPE EASEMENT



LINE TABLE

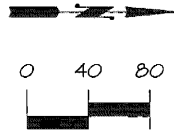
| NUM | BEARING | DISTANCE | NUM | BEARING | DISTANCE |
|-----|-------------|----------|-----|-------------|----------|
| L1 | S2°04'53"W | 145.60' | L11 | S2°04'53"W | 12.00' |
| L2 | N88°13'14"W | 214.18' | L12 | N88°13'14"W | 20.00' |
| L3 | S2°04'53"W | 63.60' | L13 | S2°04'53"W | 13.00' |
| L4 | N88°13'14"W | 43.74' | L14 | S88°13'14"E | 246.00' |
| L5 | S2°04'53"W | 84.40' | L15 | N2°04'53"E | 67.00' |
| L6 | S88°13'14"E | 42.93' | L16 | S88°13'14"E | 37.50' |
| L7 | S2°04'53"W | 38.00' | L17 | N2°04'53"E | 100.00' |
| L8 | S88°13'14"E | 215.00' | L18 | N88°13'14"W | 31.00' |
| L9 | S2°04'53"W | 188.00' | L19 | N2°04'53"E | 44.00' |
| L10 | N2°04'53"E | 1331.12' | L20 | N88°13'14"W | 246.50' |

FOR ADDITIONAL BOUNDARY AND SUBDIVISION INFORMATION
SEE RECORDED RECORD OF SURVEY MAP

BEING IN PORTIONS OF THE
SE 1/4 OF THE NW 1/4 OF
SECTION 22, T. 35 N., R. 3 E., W.M.
SKAGIT COUNTY, WASHINGTON
FOR: NORM NELSON, INC.



3-11-2026



SCALE: 1" = 80'
DATE: 3/11/26

LISSER & ASSOCIATES, PLLC
SURVEYING & LAND-USE CONSULTATION
MOUNT VERNON, WA 98273 360-419-1442