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COVER SHEET

EASEMENT GRANT

GRANTOR: JAMES COMPANY LLC

GRANTEE: KEVIN M. BINGHAM
DEANA L. BINGHAM

LEGAL DESCRIPTION:

A portion of Government Lot 2 and the SE 1/4 of NW 1/4 of Section 19, Township 36 N,
Range 4 E, WM.

ASSESSOR'S PARCEL NUMBERS: P49458, P49444

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 29 2001

Amount Paid \$ 0
By Skagit Co. Treasurer Deputy
KA

EASEMENT GRANT

This Easement Grant is made between JAMES COMPANY LLC, (hereinafter referred to as the "Grantor", and KEVIN M.BINGHAM and DEANA L. BINGHAM, husband and wife, (hereinafter referred to as the "Grantees").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the sole owner in fee simple of a tract of land which is hereinafter referred to as "Burdened Parcel" and which is legally described as follows :

See attached Exhibit A.

B. The Grantees are the sole owners in fee simple of a tract of land which is hereinafter referred to as "Benefitted Parcel" and which is legally described as follows :

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of Government Lot 2 in Section 19, Township 36 North, Range 4 East, W.M., lying West of the county road as laid out and established on November 1, 1929, and lying North of the Wood Road; EXCEPT the North 20 acres thereof and ALSO EXCEPT the West 727 feet thereof.

C. The Grantor wishes to grant and the grantees wish to receive an easement on and over a portion of the Burdened Parcel. The easement granted herein is hereinafter referred to as the "Buffer Easement" and which is described as follows:

See attached Exhibit B.

Now, therefore, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made by the Grantor:

1. GRANT OF EASEMENT.

A. The Grantor hereby grants to the Grantees, as and for an easement appurtenant to the Benefitted Parcel, a perpetual right and easement to plant and maintain trees for the purpose of a visual buffer and for an easement for the construction and maintenance of a drainage ditch to prevent water runoff from Burdened Parcel from flowing onto Benefitted Parcel.

2. RESTRICTIONS ON USE OF EASEMENT AREA. Grantor agrees and covenants that Grantor, his heirs, successors and assigns will not allow any activity to take place within the Buffer Easement which would harm normal growth or cause damage to trees planted by Grantees as a buffer. Grantor may maintain native vegetation within easement area by mowing or spraying so long as it is done in a manner that is not harmful to trees planted by Grantees. Grantor may not maintain or alter trees planted by Grantees without receiving prior written permission from Grantees. Grantor shall allow Grantees to construct and maintain a course of



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drainage over and through the Buffer Easement to prevent water runoff from Burdened Parcel from flowing onto Benefitted Parcel.

3. **ADDITIONS TO DOMINANT ESTATE.** The easements contained herein shall also become appurtenant to any land which is contiguous to the Benefitted Parcel and that may hereafter come into common ownership with the Benefitted Parcel. An area physically separated from the Benefitted Parcel but having access thereto by means of public ways or private easements, rights or licenses shall be deemed to be contiguous to the Benefitted Parcels.

4. **DIVISION OF DOMINANT ESTATE.** If the Benefitted Parcel is hereafter divided by lawful separation of ownership or by lease, all parts shall enjoy the benefit of the easements hereby created.

5. **RUNNING OF BENEFITS AND BURDENS.** The grant of easement contained herein, along with any and all benefits and burdens arising therefrom, and all covenants, conditions, restrictions and reservations included herein are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the above-described Parcels owned by Grantor and Grantees, and which shall be binding upon the Parcels, and upon their respective owners and occupiers, and upon the respective heirs, personal representatives, successors and assigns of such parties, through all successive transfers of the Parcels and /or the granting of any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of governmental tax, levy or assessment of any kind.

6. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer usable rights of enjoyment in the Grantees are carried out.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed this 20th day of January, 2001.

JAMES COMPANY LLC

Genevieve Elton
GENEVIEVE ELTON, Managing Member



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STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that GENEVIEVE ELTON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Managing member the of JAMES COMPANY LLC, to be the free and voluntary act of said party for the uses and purposes therein mentioned in the instrument.

DATED this 26th day of January, 2001.

CAREN S. NESSET
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 10-19-03

Caren S. Nesset
Caren S. Nesset

Print Name: _____
NOTARY PUBLIC for the State of Washington
My commision expires 10-19-03



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Skagit
Surveyors & Engineers LLC

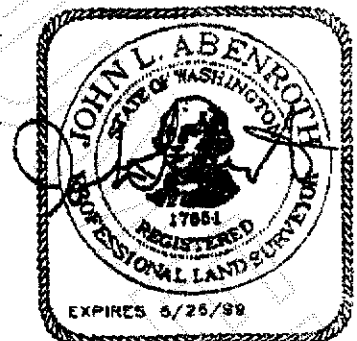
806 Melick St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1858

LEGAL DESCRIPTION
FOR
JOHN PETH & SONS, INC.
OF
PARCEL 4 - AFTER BOUNDARY LINE ADJUSTMENT

May 10, 1999

That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1, Government Lot 2, and the southeast quarter of the northwest quarter of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at the southwest corner of Government Lot 1 of said Section 19 (the west line of said Section 19 bears $N00^{\circ}10'49''W$); thence $N05^{\circ}13'21''W$, a distance of 341.32 feet; thence $N67^{\circ}34'15''E$, a distance of 353.41 feet; thence $S73^{\circ}54'46''E$, a distance of 30.00 feet to the point of curvature of a non tangent curve to the left having a chord bearing of $S43^{\circ}10'28''E$ and a radius of 115.00 feet; thence southerly and easterly along said curve through a central angle of $118^{\circ}31'25''$ and an arc length of 237.89 feet to the point of reverse curvature with a curve to the right having a radius of 186.85 feet; thence easterly along said curve through a central angle of $61^{\circ}56'19''$ and an arc length of 201.99 feet; thence $S40^{\circ}29'52''E$, a distance of 67.47 feet to the point of curvature of a curve to the left having a radius of 150.27 feet; thence easterly along said curve through a central angle of $33^{\circ}59'41''$ and an arc length of 89.16 feet; thence $S15^{\circ}30'27''W$, a distance of 211.18 feet to a point on the south line of said Government Lot 1 which lies $S86^{\circ}40'31''E$, a distance of 704.65 feet from the southwest corner thereof; thence continuing $S15^{\circ}30'27''W$, a distance of 37.65 feet; thence $S56^{\circ}22'22''E$, a distance of 904.18 feet to the northwesterly line of the Colony Road; thence $S33^{\circ}50'06''W$ along said line of Colony Road, a distance of 64.00 feet to the south line of the north 20 acres of that portion of the southeast quarter of the northwest quarter and Government Lot 2 of said Section 19 lying west of the county road as laid out and established on November 1, 1929; thence $N86^{\circ}40'31''W$ along the south line of said 20 acres, a distance of 1411.29 feet to the west line of said Government Lot 2; thence



5/19/99

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EXHIBIT **A**



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N00°10'49"W along said west line, a distance of 549.19 feet to the point of beginning of this description.

Containing 20.00 acres.

Situated in Skagit County, Washington.



5/19/99

EXHIBIT A-2



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EXHIBIT B

That portion of Government Lot 2 and of the southeast quarter of the northwest quarter of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at the northwest corner of Government Lot 2 of said Section 19 (the west line of said Section 19 bears $N00^{\circ}10'49''W$) ; thence $S00^{\circ}10'49''E$ along said west line, a distance of 549.19 feet to the south line of the north 20 acres of that portion of the southeast quarter of the northwest quarter and Government Lot 2 of said Section 19 lying west of the county road as laid out and established on November 1, 1929; thence $S86^{\circ}40'31''E$ along the south line of said 20 acres, a distance of 727 feet to the point of beginning of this description; thence continuing $S86^{\circ}40'31''E$ a distance of 300 feet; thence $N03^{\circ}19'29''E$ a distance of 20 feet; thence $N86^{\circ}40'31''W$ a distance of 300 feet; thence $S03^{\circ}19'29''W$ a distance of 20 feet to the point of beginning of this description.

Situated in Skagit County, Washington.



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