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P. O. Box 336
Mount Vernon, WA 98273


200302210200
Skagit County Auditor

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GRANT OF EASEMENT

GRANTOR(S): **NELS E. A. ANDERSON** and **LEONA M. ANDERSON**, husband and wife 805
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

GRANTEE(S): **MAE NORRIS**, a single woman FEB 21 2003
LEWIS E. NORRIS and
MARCIA E. NORRIS, husband and wife Amount Paid \$ 153.00
Skagit County Treasurer
Deputy

ABBREVIATED LEGAL: Grantors' Parcel: Tract 1, SP SW-3-92
Grantees' Parcel: Parcel A: Ptn of E1/2, NE1/4, 19-35N-5E
WM
Parcel B: Ptn of SE1/4, NW 1/4, 19-35N-5E
WM

ASSESSOR'S PARCEL NO. Grantors' Parcel: 350519-0-143-0001 (P39751)
Grantees' Parcel: 350519-0-185-0000 (P39806)

THE GRANTORS, **NELS E. A. ANDERSON** and **LEONA M. ANDERSON**, husband and wife, both of whom are domiciled in Skagit County, Washington, for and in consideration of Ten Dollars (\$10), in hand paid, and other benefits derived and to be derived by the Grantors, and other good and valuable consideration, the receipt of which are hereby acknowledged, do hereby extend to **MAE NORRIS**, a single woman, for life, with the remainder to **LEWIS E. NORRIS** and **MARCIA E. NORRIS**, husband and wife, all of whom are domiciled in Skagit County, Washington (herein referred to as "Grantees"), a perpetual, non-exclusive easement for ingress, egress and utilities upon the terms and conditions as set forth below:

RECITALS:

WHEREAS, the Grantors own and have title to real property located in Skagit County, State of Washington, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (referred to herein as the "Grantors' Parcel"); and

WHEREAS, the Grantees own and have title to real property located in Skagit County, State of Washington, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (referred to herein as the "Grantees' Parcel"); and

WHEREAS, Grantors previously entered into an "Access and Utility Easement" under instrument dated August 23, 1993, by which they granted to Byron E. Ireland and Cleo Ireland, husband and wife (the "Irelands"), a non-exclusive access and utility easement, which instrument was recorded on August 23, 1993 under Skagit County Auditor's File No. 9308230043 (herein referred to as the "Easement with Ireland"); and

WHEREAS, Grantors desire to extend to Grantees herein a perpetual, non-exclusive easement for ingress, egress and utilities through the Easement with Ireland; extending, however, said easement an additional 40 feet southerly to provide the property of the Grantors with access and utilities on the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. **Grant of Easement.** Grantors hereby grant and convey to Grantees, their successors and assigns, a perpetual, non-exclusive easement under, over, through and across that certain strip of land 30 feet in width, commencing in the northeast corner of the Grantors' Parcel as the same adjoins the county road (Polte Road) then southerly along the east line of the Grantors' Parcel a distance of 215 feet, thence westerly 30 feet, thence northerly a distance of approximately 165 feet along the west line of the Grantors' Parcel to the northeast corner of the Grantors' Parcel as it adjoins the county road, thence easterly along the northern boundary of the Grantor's Parcel to the point of beginning. The Grantees may use the aforesaid described strip of land for the purpose of passing and repassing along the established road or driveway with or without vehicles to and from their single family residence situate on the Grantees' Parcel to the county road (Polte Road) and for the further purpose of allowing the Grantees to install and maintain underground utilities serving their single family residence including, but not limited to, water lines, water meters, gas lines, television cable and power, and also including any lines now in place and for lines hereinafter constructed. The above grant of easement shall be subject to the terms and conditions herein set forth. This easement is granted solely for the use of the vested owners of Lot 2, as described on Exhibit B attached hereto and incorporated herein by this reference, their successors and assigns, and the benefits and burdens shall run with said Lot 2 and shall not extend to any other property of the Grantees adjoining the same.

2. **Purposes.** The Grantees and any utility serving the Grantees shall have the right at all times to enter the easement as described above for the purpose of inspecting, maintaining, improving, repairing, reconstructing, locating and relocating any utility lines, including, but not limited to, water, power, gas, telephone, and television cable.



3. **Costs.** The costs of any inspection, maintenance, repair, construction and/or improvements initiated by the Grantees shall be borne solely by the Grantees.

4. **Compliance With Laws and Rules.** The Grantees shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) in all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

5. **Access Retained by Grantors.** The Grantees shall make provisions satisfactory to the Grantors for the continued access by the Grantors along, over, and across the easement area during periods in which the Grantees may be conducting construction or other activities.

6. **Reservation of Rights.** The Grantors reserve all rights with respect to their property, including, without limitation, the right to grant further easements, licenses and permits to others subject to the rights granted in this agreement.

7. **Indemnification.** The Grantees do hereby release, indemnify and promise to defend and save harmless the Grantors from any and all liability, loss, damage, expense, action and/or claim, including costs and reasonable attorneys' fees incurred by Grantors in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees or Grantees' servants, agents, employees and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify Grantors against liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of the Grantors.

8. **Subordination.** The rights granted herein are subject to permits, leases, licenses and easement, if any, heretofore granted by the Grantors affecting the property subject to this easement agreement. The Grantors do not warrant title to their property and shall not be liable for defects thereto or failure thereof.

9. **Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

10. **No Rights Created in Third Parties.** This agreement and instrument shall not be construed as creating or conveying benefits to any property owner who is not a party to this agreement. Further, the right of ingress and egress conveyed shall not be construed as to allow the Grantees to park vehicles or to expand upon the scope of the easement or make any other use of the easement area inconsistent with the purposes and rights granted herein.

11. **Grading and Maintaining of Easement.** The Grantors and Grantees, together with any other lot owner (s) or their successors in interest possessing rights in the easement, shall share pro rata in the cost of maintaining the easement in a safe and graded condition (gravel base without pot holes and vegetation impairing sight lines). Participation by the easement owners in



future improvements or betterments to the existing easement shall be by mutual agreement. Provided, however, the Grantees shall, in connection with any county-required betterments for the issuance of permits on the Grantees' property, be solely responsible for and shall pay all costs for work done or caused to be done in connection with the improvements required as a condition of approval in Short Subdivision PL02-0512 (copy of Short Subdivision PL02-0512 is attached hereto as Exhibit C and incorporated herein by reference), including the requirement that a 30 foot wide paved apron be installed at the junction of the easement with Polte Road, together with any additional upgrades required to accommodate emergency vehicle access, and agree to indemnify and hold Grantors harmless therefrom. The Grantees shall not allow any liens on account of any services or materials for the Grantee's improvements to attach to the Grantor's property. Should any claim of lien be filed against the Grantors' property or any action affecting title to Grantors' property be commenced in connection with Grantees' improvements, the party receiving notice of such lien or action shall promptly give the other party written notice thereof, and defense of any such action shall immediately be assumed by Grantees, who shall appear and defend Grantors and any parties deriving interest through Grantors. Grantees shall further pay all of Grantors' costs and attorneys' fees incurred in respect to Grantors' defense of any such action(s) and Grantees shall indemnify and hold Grantors harmless from any judgment arising out of such action.

12. **Arbitration.** The parties agree to exercise their best efforts and good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the rule of mandatory arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable.

13. **Duplicate Copies.** This agreement has been executed in duplicate by the parties and an executed copy shall be considered an original.

DATED this 14TH day of February, 2003.

GRANTORS:

Nels E. A. Anderson
NELS E. A. ANDERSON

Leona M. Anderson
LEONA M. ANDERSON

GRANTEES:

Lewis E. Norris, A.I.F. For
MAE NORRIS

Lewis E. Norris
LEWIS E. NORRIS

Marcia E. Norris
MARCIA E. NORRIS

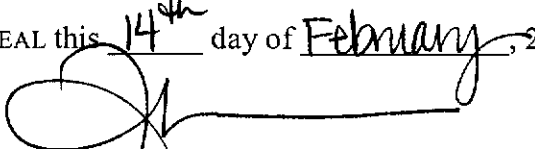


STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **NELS E. A. ANDERSON** and **LEONA M. ANDERSON** 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 14th day of February, 2003.

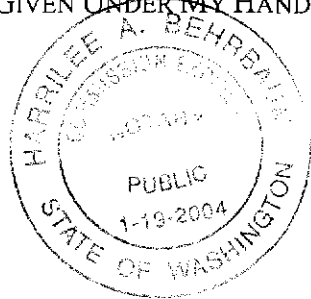
NOTARY PUBLIC
STATE OF WASHINGTON
TONI NURMI
My Appointment Expires October 2, 2006

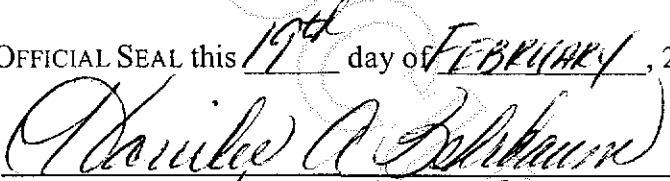

Printed Name TONI NURMI
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 10-2-2006

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **MAE NORRIS** 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 19th day of FEBRUARY, 2003.



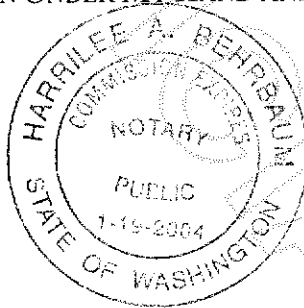

Printed Name HARRILEE A BEHRBAUM
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 1-19-2004

STATE OF WASHINGTON
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that **LEWIS E. NORRIS** and **MARCIA E. NORRIS** 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 19th day of FEBRUARY, 2003.



Harrilee A. Behrbaum

Printed Name HARRILEE A BEHRBAUM
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 1-19-2004



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EXHIBIT "A"
Legal Description for the Grantors' Parcel

Lot 1 of Short Plat No. SW-3-92, approved September 14, 1992 and recorded September 16, 1992 as Auditor's File No. 9209160088 in Book 10 of Short Plats at page 119, records of Skagit County, Washington, being a portion of Government Lot 2 in Section 19, Township 35 North, Range 5 East, W.M.

Situate in Skagit County, Washington



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EXHIBIT "B"
Legal Description for the Grantees' Parcel

Lot 2 of proposed Short Plat PL02-0512, said lot being part of the following described property, which includes additional property:

PARCEL "A":

That portion of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the South right-of-way line of the County road along the South side of and parallel to the Great Northern Railway Company railroad through said subdivision and 1,206.0 feet East of the West line of said Section 19, measured at right angles thereto;

thence South 1°20' West parallel to the West line of said Section 19, 237.59 feet to the true point of beginning;

thence South 1°20' West 90.0 feet;

thence South 88°37' East 275.33 feet;

thence North 1°20' East 90.0 feet;

thence North 88°37' West 275.33 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the South line of said subdivision, which point bears South 89°52'30" East a distance of 1,206.00 feet from the West $\frac{1}{4}$ corner of said Section 19;

thence North 1°20'00" East a distance of 975.85 feet to the Southwest corner of that certain tract conveyed to James H. Duffy and Beatrice Duffy, his wife, by deed recorded June 22, 1956, under Auditor's File No. 537792, said point being the true point of beginning of this description;

thence South 88°37'00" East along the South line of said tract conveyed to Duffy, a distance of 275.33 feet;

thence South 23°28'31" East along the Westerly line of Meadow Lane Drive as conveyed to Skagit County by deed recorded under Auditor's File No. 604949, a distance of 34.52 feet;

thence North 89°52'30" West a distance of 289.85 feet;

thence North 1°20'00" East a distance of 36.82 feet to the true point of beginning.

Situate in County of Skagit, State of Washington.



