

Filed at request of:
TOLMAN KIRK
PO Box 851
Poulsbo, WA 98370



200903250012
Skagit County Auditor

3/25/2009 Page 1 of 5 9:47AM

GRANTOR: SANDY CHURCH and SALLY CHURCH, husband and wife

GRANTEE: MICHAEL J. COTTON, Trustee of the Michael J. Cotton Revocable Living Trust

LEGAL DESCRIPTION: LOT 5, BLOCK 2, "MADRONA VIEW ADDITION TO SIMILK BEACH" as per Plat recorded in Volume 5 of Plats, Page 6

ASSESSOR'S PARCEL NO.: 4003-002-006-0009/P69320

EASEMENT

THIS AGREEMENT is made this 28 day of February, 2009 between SANDY CHURCH and SALLY CHURCH (CHURCH), husband and wife, 13670 Slice Street, Anacortes, Washington, 98221 and MICHAEL J. COTTON (COTTON), Trustee of the Michael J. Cotton Revocable Living Trust, 13632 Slice Street, Anacortes, Washington, 98221

WHEREAS, CHURCH is the owner of certain real property in Skagit County, Washington, described as follows:

Lot 5, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M.

This parcel is Skagit County assessor's tax parcel number 4003-002-004-0000/P69319.

WHEREAS, COTTON is the owner of certain real estate in Skagit County, Washington, described as follows:

Lot 4, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M.

This parcel is Skagit County assessor's tax parcel number: 4003-002-006-0009/P69320.

The parties hereby agree as follows:

1. CHURCH hereby grants to COTTON an easement for flower beds, foliage, and an outdoor fireplace in a triangular portion of Lot 5 which is legally described on Exhibit A, hereto which is incorporated

herein and by this reference as though fully set forth and which is illustrated on Exhibit B hereto, which is incorporated herein and by this reference as though fully set forth. The triangular piece is approximately 51.82 feet by 41.87 feet by 37.60 feet. No new construction can occur on the easement. Any restoration of the outdoor fireplace is restricted to the existing structure and shall not exceed the existing footprint.

2. COTTON agrees that within two years of the date of this easement, or when COTTON sells their property legally described above, whichever first occurs, CHURCH may remove part or all of the existing fence between Lots 4 and 5, at CHURCH'S sole discretion and expense, and any fence along the back driveway easement.

3. This easement shall run with the land and shall be binding on the parties hereto, their heirs, successors, and assigns. Any dispute regarding the agreement shall be resolved by binding arbitration by a Skagit County attorney agreed between the parties. If no attorney can be agreed to by the parties within 15 days of either party demanding arbitration, an Arbitrator shall be appointed by the then-President of the Skagit County Bar Association. The cost of arbitration shall be split between the parties. Costs and reasonable fees may be awarded by the arbitrator against a party acting in bad faith.

Dated this 28th day of February, 2009.

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 25 2009

Amount Paid \$-6
Skagit Co. Treasurer
By *idm* Deputy

Michael J. Cotton
MICHAEL J. COTTON

Sandy Church
SANDY CHURCH

Sally Church
SALLY CHURCH

STATE OF WASHINGTON }
COUNTY OF KITSAP *SKAGIT* } ss.

On this day personally appeared before me MICHAEL J. COTTON, to me known to be the individual described in and who executed the within and foregoing document, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on this 6 day of ^{March} February, 2009.

Signature of
Notary Public

Kay F. Springer

KAY F. Springer
(printed name of Notary Public)

My appointment expires

12-30-09



200903250012
Skagit County Auditor

STATE OF WASHINGTON

COUNTY OF KITSAP

} ss.

On this day personally appeared before me SANDY CHURCH and SALLY CHURCH, to me known to be the individual described in and who executed the within and foregoing document, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on this 28th day of February, 2009.

Signature of
Notary Public

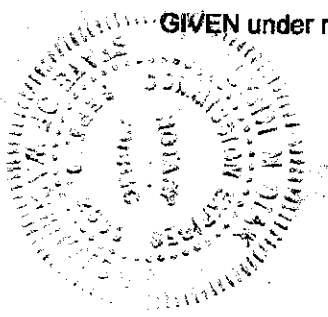


LYNN M. DIAK

(printed name of Notary Public)

My appointment expires

9-9-09



200903250012

Skagit County Auditor

Sandy Church - 0839
January 13, 2009

EXHIBIT A

Easement B

A portion of Lot 5, Block 2, "Madrona View Addition to Similk Beach", as per Plat recorded in Volume 5 of Plats, Page 6, records of Skagit County, Washington, located in Section 9, Township 34 North, Range 2 East, W.M., more particularly described as follows:

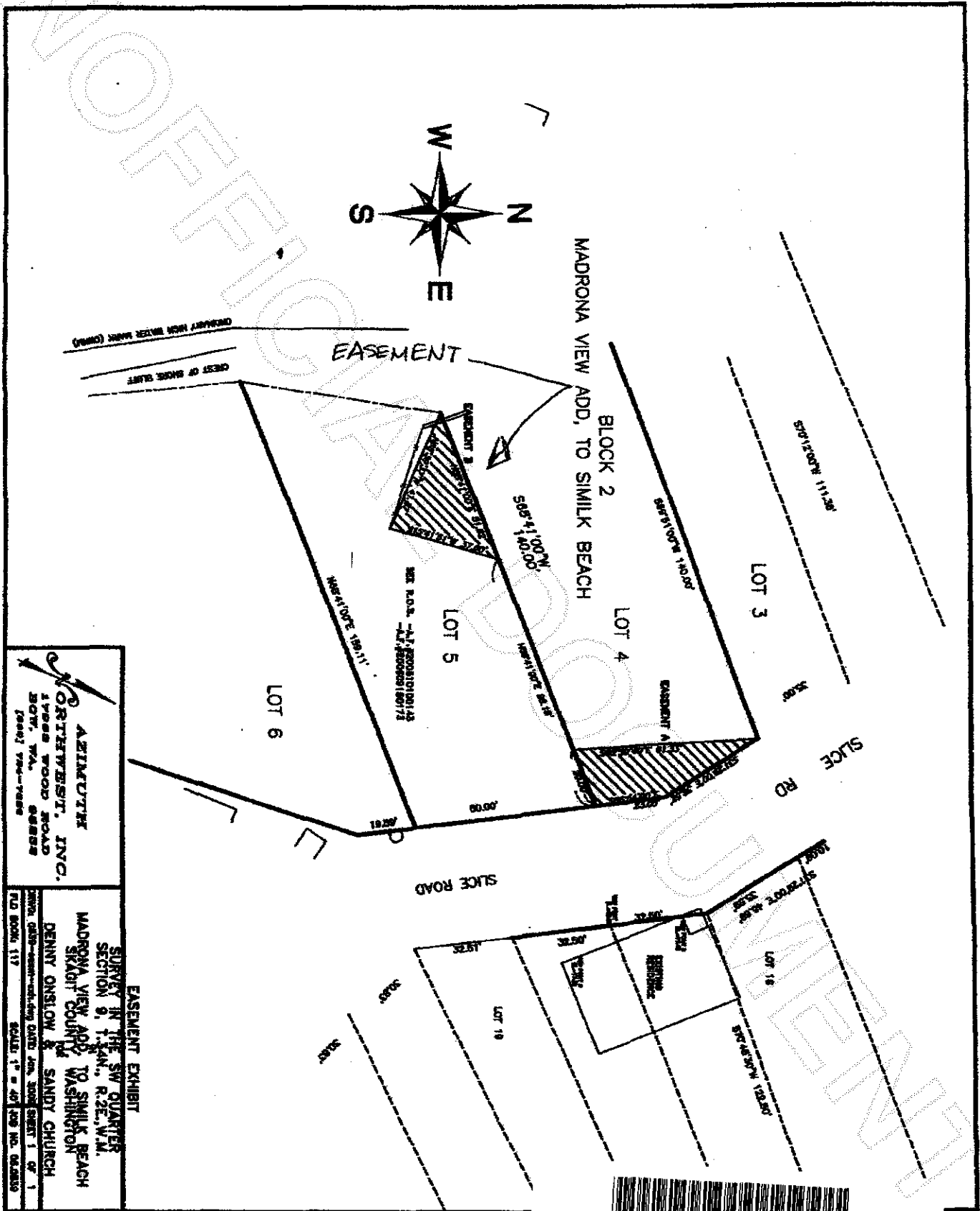
Commencing at the Northeast corner of said Lot 5; thence South 68 Degrees 41'00" West along the Northerly line of said Lot 5 a distance of 88.18 feet to the TRUE POINT OF BEGINNING; thence South 15 Degrees 41'51" West a distance of 37.60 feet; thence North 65 Degrees 30'37" West a distance of 41.87 feet to the North line of said Lot 5; thence North 68 Degrees 41'00" East along the North line of said Lot 5 a distance of 51.82 feet to the TRUE POINT OF BEGINNING.




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EXHIBIT B




AXIOMATIC SURVEYING, INC.
 1725 WOOD ROAD
 BOY, WA.
 (509) 794-7888

EASEMENT EXHIBIT
 SURVEY IN THE SW QUARTER
 SECTION 9, T. 34 N., R. 2 E., W. 1/4,
 MADRONA VIEW ADD, TO SIMILK BEACH
 SKAGIT COUNTY, WA
 DENNY ONISLOW & SANDY CHURCH
 CIVIL ENGINEERS
 1000 1/2 W. 10TH STREET 1 OF 1
 BLYE, WA 98225
 FILE BOOK 117 SCALE 1" = 40' (25 NO. 04.8310)


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