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SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 29 1978

893908 EASEMENT AGREEMENT

Amount Paid \$ --()--
By Ruth Wylie, Co. Treas.
Deputy

THIS EASEMENT AGREEMENT is executed this 29th day of November, 1978 between THIRZA HERRMANN KINNEE, a married woman as her separate estate, herein referred to as "Grantor", and LADDIE MOMMSEN and CHARLOTTE MOMMSEN, his wife, herein referred to as "Grantee".

RECITALS

A. The Grantor is the owner of Lot 24, Block 1, Lake Cavanaugh Subdivision Number 1, records of Skagit County, Washington.

B. The Grantee is the owner of Lot 23, Block 1, Lake Cavanaugh Subdivision Number 1, records of Skagit County, Washington, which parcel lies immediately adjacent to the Grantor's described parcel.

C. The Grantor has agreed to give, grant and convey unto the Grantee a perpetual easement for the establishment of a septic absorption field situated upon the Grantor's above described parcel of real estate.

D. The Grantee has agreed to repair and maintain said absorption field in accordance with this easement agreement.

NOW, THEREFORE, it is agreed as follows:

1. The Grantor does hereby give, grant and convey unto the Grantee a perpetual easement over and across Lot 24, Block 1, Lake Cavanaugh Subdivision Number 1, records of Skagit County, Washington, to benefit the Grantee herein and to benefit Lot 23, Block 1, Lake Cavanaugh Subdivision Number 1, records of Skagit County, Washington.

2. Said easement area shall commence approximately 100 ft. south of the north line of Lot 24 at a point on the westerly line of Lot 24 and shall then run easterly 22 ft. and thence southerly 30 ft. and thence westerly 22 ft. to intercept the westerly line on Lot 24.

3. The Grantee does hereby agree to maintain, repair and keep in a sanitary condition said absorption field at all times.

4. In the event that the Grantee shall fail to properly maintain and repair the said absorption field, the Grantor does hereby agree to give to the Grantee written notice of the needed repair and the Grantee shall have thirty (30) days to effect said repair. If the Grantee shall fail to effect the repair within said stated time, the Grantor shall have the right to cap the incoming line to absorption field until properly repaired. In the event any maintenance is necessary, no equipment shall be brought in but only hand tools will be used, and the area shall be restored and replanted as near as possible to the conditions existing before work was commenced.

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5. This Easement Agreement will be an easement in perpetuity running with the land and shall be binding upon Lot 24 above described and shall benefit Lot 23.

6. This Easement Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

GRANTOR:

Thirza (Herrmann) Kinnee

GRANTEE:

Laddie Mommsen
Charlotte Mommsen

STATE OF WASHINGTON)
County of King) ss
)

On this day personally appeared before me THIRZA HERRMANN KINNEE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of November, 1978.

Patricia H. [Signature]
NOTARY PUBLIC in and for the state
of Washington, residing at Bellevue

STATE OF WASHINGTON)
County of King) ss
)

On this day personally appeared before me LADDIE MOMMSEN and CHARLOTTE MOMMSEN, to me known to be the individuals described in and who executed the within and foregoing instrument, 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 this 29th day of November, 1978.

[Signature]
NOTARY PUBLIC in and for the state
of Washington, residing at Seattle

Received at Dec 29 1978 12:47 P.M.
at Laddie Mommsen
[Signature] of [Signature] of Washington

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