

When recorded return to:

Michael A. Winslow  
Attorney at Law  
411 Main Street  
Mount Vernon, Washington 98273



200308010170  
Skagit County Auditor

8/1/2003 Page 1 of 3 4:04PM

Chicago Title C27665 ✓  
Escrow DE7980 **EASEMENT FOR WATER LINE**

**GRANTORS:** Bruce R. Hubbard and Kathleen T. Hubbard, husband and wife

**GRANTEES:** David C. Tracey and Cynthia S. Tracey, husband and wife

**LEGAL DESCRIPTION:**

Lot 9 and the South 7.03 feet of Lot 8, Block "K," "Map of LaConner," together with that portion of the vacated alley adjacent thereto and that portion of vacated Anderson Street adjacent thereto, which upon vacation reverted to said premises by operation of law, per Survey recorded AF #200112060092

**ASSESSOR'S PROPERTY TAX  
PARCEL OR ACCOUNT NO.**

P118828

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**REFERENCE #s OF DOCUMENTS  
ASSIGNED/RELEASED:**

NONE

AUG 01 2003

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

**EASEMENT:**

This agreement is made this 31<sup>st</sup> day of July, 2003 by and between Bruce R. Hubbard and Kathleen T. Hubbard, husband and wife (hereinafter "Grantors"), and David C. Tracey and Cynthia S. Tracey, husband and wife (hereinafter "Grantees").

A. Easement. The Grantors hereby grant to the Grantees a non exclusive perpetual easement over, under, through, and across Grantors' property, as described above. Said easement is for the purpose of maintaining an underground water line for residential water service. The said easement is appurtenant to the Grantees' property, which is legally described as:

Lots 6, 7, and 8, EXCEPT the South 7.03 feet of Lot 8, Block "K," "Map of LaConner," together with that portion of the vacated alley adjacent thereto, which upon vacation reverted to said premises by operation of law, per Survey recorded AF#200112060092.

The said easement shall be 5 feet in width, with the center line thereof being the *as built* location of the

existing water line running from the existing water meter on the Easterly portion of Lot 9 through the subject property and connecting to the residence located upon Grantees' property.

B. Right of Grantors to Relocate Line. The Grantors retain the right to relocate the Grantees' water line in the event that the *as built* location of the water line interferes with the Grantors' development of the subject property. Upon such event, the Grantors shall have the right to move the water line at Grantor's expense. In case of such move, the water line shall be relocated into an area being 5 feet in width along the Easterly boundary of the subject property, with the line running Southerly to Lot 8 and then to the residence of the Grantees. In the event of such removal and replacement of the water line, the Grantors shall be responsible also for the replacement of any landscaping on the Grantees' property, which is affected by the relocation of the line.

C. Grantees' Obligation to Move Line and Relocate Easement. If at any time hereafter the water line, which is the subject of this easement agreement, fails to operate, requiring that a new pipe or portion of pipe be utilized to repair the line, then the Grantors shall move the line from the *as built* easement area at their own expense. In the event the line is to be relocated, the water line shall be relocated into an area being 5 feet in width along the Easterly boundary of the subject property, with the line running Southerly to Lot 8 and then to the residence of the Grantees.

D. Change of Easement Location. In the event of relocation of the water line in accordance with the provisions of either Paragraph B or C, then the easement area shall be changed to the area described in Paragraphs B and C. Upon such relocation, the Grantees shall have no further right to use the easement area in the *as built* location of the water line as existing on date of this agreement.

E. Consideration. The Grantees are acquiring this easement as part of their purchase of the property described as belonging to the Grantees in Paragraph A, above, (Lots 6, 7, and 8) and this agreement to purchase by the Grantees from the Grantors forms the consideration for this agreement.

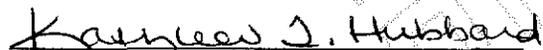
F. Compliance with Laws and Rules. The Grantees shall, at all times, exercise their rights and responsibilities under this agreement in accordance with the requirements of, and as from time to time may be amended, all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction over the subject property.

G. Release and Indemnity. The Grantees do hereby release, indemnify, and promise to defend and save harmless the Grantors and their successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantors or their successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Grantees and Grantees' servants, agents, employees, and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of Grantees or Grantees' agents and contractors.

Grantors:

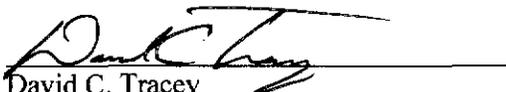


Bruce R. Hubbard

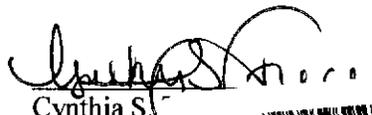


Kathleen T. Hubbard

Grantees:



David C. Tracey



Cynthia S. [unclear]



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Skagit County Auditor

8/1/2003 Page

2 of

3 4:04PM

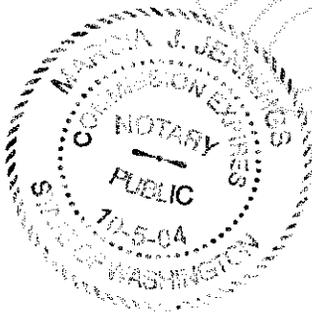
State of Washington )  
 ) :ss  
County of Skagit )

I certify that I know or have satisfactory evidence that Bruce R. Hubbard and Kathleen T. Hubbard, husband and wife, 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 in the instrument.

Dated: July 31, 2003.

*Marcia J. Jennings*

Marcia J. Jennings, Notary Public  
My appointment expires: 10/15/2004



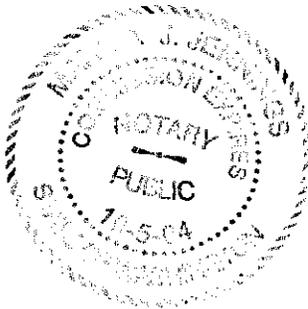
State of Washington )  
 ) :ss  
County of Skagit )

I certify that I know or have satisfactory evidence that David C. Tracey and Cynthia S. Tracey, husband and wife, 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 in the instrument.

Dated: July 31, 2003.

*Marcia J. Jennings*

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8/1/2003 Page

3 of

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