



200411090074
Skagit County Auditor

11/9/2004 Page 1 of 3 10:19AM

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

DECLARATION OF EASEMENT

GRANTORS: BJARNE L. TENNEFOSS and BETH R. TENNEFOSS,
husband and wife

GRANTEES: DAVID V. BALYEAT and SHARON L. BALYEAT,
husband and wife

LEGAL DESCRIPTION:

Parcel 1 (Tennefoss Property): Lot 35, "SKYLINE NO. 5," as per plat recorded in Volume 9 of Plats, pages 56 through 58, inclusive, records of Skagit County, Washington.

TAX PARCEL NO. 3821-000-035-0000, P59349

Parcel 2 (Balyeat Property): Lot 34, "SKYLINE NO. 5," as per plat recorded in Volume 9 of Plats, pages 56 through 58, inclusive, records of Skagit County, Washington.

TAX PARCEL NO. 3821-000-034-0001, P59348

GRANTORS, BJARNE L. TENNEFOSS and BETH R. TENNEFOSS, husband and wife, in consideration of One Dollar and no other consideration, convey and quit claim unto DAVID V. BALYEAT and SHARON L. BALYEAT, husband and wife, the GRANTEEES a non-exclusive five (5) foot easement over, under, and across the southern five (5) feet of the property described as Parcel 1 above for the use and benefit of Grantees' property described as Parcel 2 above. Said easement shall be adjacent to the retaining wall on the northern boundary of Grantees' property and shall be upon the following terms and conditions:

1. Said easement shall be for the purpose of installing, maintaining, repairing, and replacing a four (4) inch storm drainage line and purposes incidental thereto.

DECLARATION OF EASEMENT - 1

2. Grantees agree to provide a "T" every twenty (20) feet along said drainage pipe to allow access to the same by Grantors for the drainage of Grantors' property.

3. Grantees agree to restore Grantors property to its prior condition in exercising the easement rights created by this declaration.

4. The easement created by this declaration shall be binding upon the parties heirs, successors and assigns.

5. Grantors shall retain the right to make improvements to the property covered by this easement. These improvements include, but are not limited to: landscaping, paving, fence, and garden shed.

6. Grantees shall ensure that there is no conflict or interference with any easement or utilities that may lie in the area covered by the easement.

7. As the easement is for Grantees' benefit, any required repairs or modifications shall be at Grantees' cost, except for repairs or modifications caused by Grantors or for Grantors' benefit.

DATE: Nov 4, 2004

Bjarne L. Tennefoss
BJARNE L. TENNEFOSS

DATE: 11-4-04

Beth R. Tennefoss
BETH R. TENNEFOSS

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 09 2004

Amount Paid \$ 0
Skagit County Treasurer
By: Lp Deputy

DECLARATION OF EASEMENT - 2



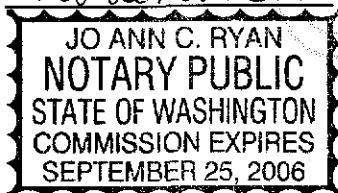
200411090074

Skagit County Auditor

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this day personally appeared before me BJARNE L. TENNEFOSS and BETH R. TENNEFOSS, 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 4th day of November, 2004.



Jo Ann C. Ryan
Notary Public in and for the State of
Washington, residing at Akwaitee
My appointment expires: 9-25-06

By their signatures below, the Grantees agree to the above stated conditions relating to the easement being granted to them by this declaration.

DATE: 11-8-04

David V. Balyeat
DAVID V. BALYEAT

DATE: 11-8-04

Sharon L. Balyeat
SHARON L. BALYEAT

DECLARATION OF EASEMENT - 3

