



200710240115

Skagit County Auditor

10/24/2007 Page 1 of 4 4:14PM

WHEN RECORDED RETURN TO:

LAND TITLE OF SKAGIT COUNTY

P.O. Box 445
111 E. George Hopper Rd.
Burlington, WA 98233

127337-8c

LAND TITLE OF SKAGIT COUNTY

DOCUMENT TITLE(S):

Easement Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

WAYNE A. GARDENER and NANCY W. GARDENER, husband and wife

GRANTEE:

JANET HANSOM, a married woman, as her separate property

ABBREVIATED LEGAL DESCRIPTION:

Ptn Lot 3 & All Lot 4, Blk 7, Seigfreid's To Bay View.

TAX PARCEL NUMBER(S):

4068-007-004-0002, P71097

EASEMENT AGREEMENT

Grantor: Janet G. Hansom and/or Assigns, h/w

Grantee: Wayne A. Gardener & Nancy W. Gardener, h/w

Legal Description: Lots 3 & 4, Block 7, Seigfred's Addition of Bayview

Additional Legal Description Located on Page 1

Assessor's Property Tax Parcel or Account No.: P71097; P117219

Reference Nos of Documents Assigned or Released: N/A

In consideration of the sale by Wayne A. Gardener & Nancy W. Gardener ("Gardener"), to Janet G. Hansom("Hansom"), of the property described as follows:

Lots 3 & 4, Block 7, "ADDITION TO BAYVIEW, WASHINGTON (By Archabald Seigfred and Mary K. Seigfred), as per the plat recorded in Volume 1 of Plats, page 11

EXCEPT the Northwesterly 8 feet of the said Lot 3 (P71097),

IT IS AGREED AS FOLLOWS:

1. **Hansom** hereby grants, effective on closing of the above-referenced transaction, a non-exclusive easement for a water line over and across the above-described property, and the maintenance, repair or replacement thereof, with the dimensions and location of the said easement to be centered on the existing water line as the same is presently located.
2. The easement herein granted shall run with, benefit, and the be appurtenant to the following-described property:

Lots 1 & 2, and the Northwesterly 8 feet of Lot 3, Block 7, "ADDITION TO BAYVIEW, WASHINGTON (By Archabald Seigfred & Mary K. Seigfred), as per the plat recorded in Volume 1 of Plats, page 11 (P117219)
3. **Hansom** may relocate the existing water line, at her sole expense, provided that the water service to the benefited property not be interrupted or negatively affected; provided further, that if the line is relocated, the easement description shall change to the location of the relocated water line; and provided further, that the new location shall be within the Easterly 10 feet of the said Lots 3 (except the Northwesterly 8 feet thereof) & 4, Block 7, and parallel to the alley adjacent thereto.
4. **Hansom** shall be liable to Gardener for the costs associated with any damage to the water line resulting from any activities on the property burdened by the subject easement, including reasonable attorney's fees. Gardener shall be responsible for costs of routine maintenance, repair, or replacement of the water line until such time as the line is relocated as set forth above; thereafter, **Hansom** shall be responsible for the costs of such maintenance, repair or replacement.
5. Until such time as the water line is relocated, Gardener shall be afforded such access to the **Hansom** property as is reasonable and necessary in connection with the maintenance, repair or replacement of the water line. Any alterations to the **Hansom** property resulting from such work shall be promptly restored by Gardener, at Gardener's expense, including reasonable attorney's fees.

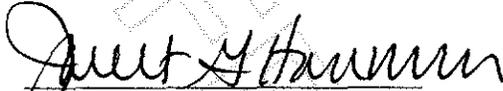


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6. The provisions of this agreement are binding on the parties hereto and their respective heirs, successors and assigns, and shall be construed as covenants touching, concerning, and running with the lands herein described.

DATED & EFFECTIVE 10/23, 2007.

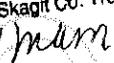

JANET G. HANSOM


WAYNE A. GARDENER


NANCY W. GARDENER

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 24 2007

Amount Paid \$ 
Skagit Co. Treasurer
By  Deputy



200710240115
Skagit County Auditor

STATE OF WASHINGTON)
) :ss
COUNTY OF SKAGIT)

On this day personally appeared before me Janet G. Hansom, to me known to be one of the individuals 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 23rd day of October, 2007.



Karen Ashley
NOTARY PUBLIC in and for the State of Washington,
residing at Sedro-Woolley
My commission expires: 9-11-2010
Name: Karen Ashley

STATE OF WASHINGTON)
) :ss
COUNTY OF SKAGIT)

On this day personally appeared before me Wayne A. Gardener, to me known to be one of the individuals described in and who executed the within and foregoing instrument, 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 this 23rd day of October, 2007.



Karen Ashley
NOTARY PUBLIC in and for the State of Washington,
residing at Sedro-Woolley
My commission expires: 9-11-2010
Name: Karen Ashley

STATE OF WASHINGTON)
) :ss
COUNTY OF SKAGIT)

On this day personally appeared before me Nancy W. Gardener, to me known to be one of the individuals 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 23rd day of October, 2007.



Karen Ashley
NOTARY PUBLIC in and for the State of Washington,
residing at Sedro-Woolley
My commission expires: 9-11-2010
Name: Karen Ashley

