



200803180085

Skagit County Auditor

3/18/2008 Page 1 of 2 1:05PM

AFTER RECORDING RETURN TO

SANITARY SEWER LINE EASEMENT

THIS SANITARY SEWER LINE EASEMENT AGREEMENT (this "Agreement") is made by and between Doug Hanson ("Grantor") and David Medina ("Grantee").

RECITALS

- A. Grantor is the sole owner of the real property legally described as follows and hereafter referred to as Parcel A:
Lot 78 and the west half of Lot 77, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington.
P 66595 P 66729
- B. Grantee is the sole owner of the real property legally described as follows and hereafter referred to as Parcel B:
Lot 76 and the east half of Lot 77, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington.
- C. Grantee desires to acquire an easement appurtenant to Parcel B over a portion of Parcel A for sanitary sewer line facilities.

Now, therefore, in consideration of Ten Dollars and other good and valuable consideration, and the covenants and conditions set forth below, the parties agree as follows:

EASEMENT

- Grant of Easement. Grantor hereby grants to grantee an easement ("Easement") over and across the following described portion of Parcel A (such portion is referred to as the "Easement Area"), subject to the terms and conditions set forth in this Agreement:
2.50 feet over, under and across the following described centerline lying within Lot 78 and the west half of Lot 77, Block 1, Plat of Lake Cavanaugh Division 2, according to the plat thereof, recorded in Volume 5 of Plats, pages 49 through 54, records of Skagit County, Washington, more particularly described as follows:
Beginning at the northwest corner of said Lot 78; thence S 73°00'00" E along the northerly margin of said lots, 65.92 feet to the TRUE POINT OF BEGINNING, said point being an intersection with an existing sanitary sewer line; thence S 06°34'06" E along said line, 189.44 feet to the terminus of said line.
- Purpose of Easement. The purpose of the Easement is to enable Grantee to provide for sanitary sewer facilities on Parcel B.
- Grantees Use of Easement. No permanent structures on Parcel A shall be constructed on the Easement Area. Grantee has the right to use the Easement Area for purposes consistent with the foregoing and the grant of easement

2. Successors and Assigns. The terms and conditions of this Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the successors and assigns, personal representatives, and heirs of the parties herein, including all subsequent owners of Parcels A and B.
3. Attorney's Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with or arising out of this Agreement, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, which shall be determined and fixed by the court as part of the judgment. Such fees and costs shall include fees and costs of appeal.
4. Enforcement. The terms of the easements granted hereunder may be enforced by specific enforcement or injunction by a court of competent jurisdiction in Skagit County, Washington.

Executed this 18 day of March, 2008.

SKAGIT COUNTY WASHINGTON
REAL ESTATE DEPARTMENT

MAR 18 2008

Amount Paid to
Skagit Co. for use of
by _____
MF

GRANTOR/GRANTEE:

Doug Hanson

Capree Hanson

GRANTOR/GRANTEE:

David Medina

IN WITNESS WHEREOF we hereunto set our hands and seals on the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON)
COUNTY OF KING) S.S.

On this day of MARCH 18TH 2008, personally appeared before me

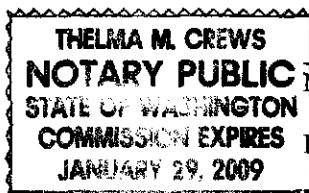
DOUG HANSON

CAPREE K. HANSON

to me known to be the individual described in and who executed the within instrument and acknowledged

that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC in and for the State Washington

Residing at

BOTHEN

My Appt Expires

1/29/09



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