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Skagit County Auditor

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~~200803240099~~~~Skagit County Auditor~~~~3/24/2008 Page 1 of 2 10:38AM~~

AFTER RECORDING RETURN TO

Replace AFA-200803180085
 Rerecord to correct legal description
 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.
- 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.
 P 66595 P 66729
- 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

described in this Agreement. The Grantee shall hold the Grantor harmless for any liability in the use of said Easement Area.

4. Binding Effect. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.
5. General. This agreement may be modified only in writing signed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.
6. Effective Date. This Agreement shall be effective as of the date executed by Grantor and Grantee.

GRANTOR:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Cape K. Hanson Doug Hanson
Date: 5/19/08

GRANTEE:

David Medina
Date: 3/19/08

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

(SEAL)

(SEAL) Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
(SEAL)

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

SEP 27 2011

On this day of MARCH 19 2008, personally appeared before me

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

Cape K. Hanson Doug Hanson AND DAVID MEDINA

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

that THEY signed and sealed the same as THEIR 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.

THELMA M. CREWS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 29, 2009

Thelma M. Crews
NOTARY PUBLIC in and for the State Washington

Residing at BOTHSEL

My Appt Expires 1/29/09

STATE OF WASHINGTON)
COUNTY OF SKAGIT) S.S.

I, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in my office.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office the 27 day of Sept. 2011

Jeanne
Auditor

SN
Deputy



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