



201512210008

WHEN RECORDED RETURN TO:

**Mark and Mary McEathron
15797 Yokoko Drive
Anacortes, WA 98221**

**DOCUMENT TITLE(S):
Real Estate Easement Agreement**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
N/A**

**GRANTOR:
Mark McEathron
Mary McEathron**

**GRANTEE:
Paul Schwulst**

**ABBREVIATED LEGAL DESCRIPTION:
Section 18, Twn 35 Range 2 E
Section 18, Twn 35 Range 2 E**

**TAX PARCEL NUMBER(S):
P56856, P56855**

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on December 18, 2015, by and between Mark and Mary McEathron of 15797 Yokeko Drive, Anacortes, Washington 98221, hereinafter ("Grantor"), and Paul Schwulst of 5811 Campbell Lake Road, Anacortes, Washington, 98221 hereinafter ("Grantee").

Recitals

A. The Grantor is the owner of certain real property commonly known as 511, 513 and 513 1/2 6th Street, Washington, Anacortes 98221, and more fully described as follows: Parcel #56856 Section 18 Township 35 Range 2 East, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as 509 6th Street, Anacortes, Washington 98221, Parcel #56855 Section 18 Township 35 Range 2, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

1. Grant of Easement

Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: Parcel #56856 Section 18 Township 35 Range 2 East.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing an essential means of connecting to the city sewer by routing the wastewater drain line across the Grantor's property.

3. Duration and Binding Effect

The easement shall endure indefinitely. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantee by providing an essential means of connecting directly to the city sewer by routing an independent wastewater drain line across the Grantor's property. The current configuration at the time of this easement's signing involves the Grantee's waste water line connecting directly into the existing 4" clay waste water drain line on the Grantor's property, directly under the proposed foundation of an existing house, which then additionally drains three separate structures of the Grantors into the city sewer line.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to allowing the Grantee to install and maintain a 4" PVC wastewater line alongside the Grantor's

separate wastewater line across the Grantor's property where both will terminate into a sewer stub on the city's 8" concrete wastewater line. The Grantee's sewer line will be allowed to cross the property by entering via the eastern property boundary line and ending on the southwestern corner at the sewer stub.

6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenant not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

7. Grantor's Rights and Duties

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications. If any digging or other action by the Grantor occurring on the Grantor's property damages the 4" sewer line of the Grantee, then the Grantor shall be responsible for repairing the Grantee's sewer line at the Grantor's expense.

8. Grantee's Rights and Duties

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. The Grantee shall be responsible for making sure the construction of the sewer line, along with applicable clean outs, is of sufficient quality and meets local building code once it is installed. Possible future maintenance involving "snaking" the Grantee's drain to remove obstructions or repairing aging or damage drain lines is the sole responsibility of the Grantee. Any disturbance of the Grantor's property must be pre-approved by Grantors before action is taken.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

10. Failure to Perform

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement

creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

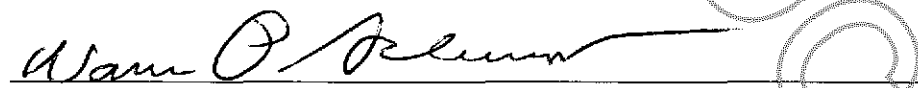
If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fee, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:



Mark and Mary McEathron

GRANTEE:


Warren P. Schwulst

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX


DEC 21 2015

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Warren P. Schwulst is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 18, 2015



Lia Coleman
Notary Public in and for the State of Washington
Residing at: Mount Vernon
My appointment expires: Aug 25 2019

Notary Public
State of Washington
LIA M COLEMAN
Appointment Expires Aug. 25, 2019

UNOFFICIAL DOCUMENT

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Mark McEathron and Mary McEathron are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 18, 2015



Lia Coleman

Notary Public in and for the State of Washington

Residing at: Mount Vernon

My appointment expires: Aug 25, 2019

**Notary Public
State of Washington
LIA M COLEMAN
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