

EASEMENT
SEP 14 2017



201709140036

Skagit County Auditor \$76.00
9/14/2017 Page 1 of 3 12:08PM

Amount Paid \$ —
By Skagit Co. Treasurer
HB Deputy

When recorded return to:
Matt Purcell
1436 East Fairhaven Avenue
Burlington, WA 98233

EASEMENT

GRANTOR: MATT and CARMEN PURCELL

GRANTEE: ERIC LANDON

Legal Description Abbreviated form: DK 12: LOT 11 AND THE SOUTH 7 FEET OF LOT 10 IN BLOCK 36 OF AMMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#201111070117

Grantor Assessor's Tax Parcel Number: P71538 (Parcel I)

Grantee Assessor's Tax Parcel Number: P71539 (Parcel II)

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MATT and CARMEN PURCELL ("Grantor"), hereby grants and conveys to ERIC LANDON, ("Grantee"), for the purposes described below, a nonexclusive perpetual easement over, under, along, across, and through Parcel I, from Parcel II as outlined in Exhibit A attached hereto.

I. RECITALS

1. Grantor is the sole owner in fee simple of Parcel I in Skagit County, Washington and Grantee is sole owner in fee simple of Parcel II in Skagit County, Washington.
2. Grantor hereby grant to Grantee an easement over, under, along, across, and through the Parcel I described in Exhibit A for the installation, maintenance, and repair of sewer and gas lines for the permittable use of Grantee's Parcel II.
3. It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said Grantor's land which might be deleterious and injurious to the public health, safety, and welfare.
4.
 - a. Now, therefore, the Grantor agrees that said Grantor and their heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained any of the following upon the said land of the Grantor described above under the heading Parcel I so long as the same is used for installation, maintenance and repair of sewer and gas lines. The Grantors shall be responsible for protection the easement area from Encroachment by buildings or construction that would restrict or otherwise prevent installation, maintenance, and repair of easement purpose.

Other than the above, Grantor makes no warranties or guarantees concerning the condition or continued viability of the lines in the easement which is solely Grantee's responsibility.

- b. It is further covenanted, agreed, and understood that unity of right, title, and interest to the property described above under the heading Parcel I and Parcel II shall not affect these covenants and easements and the same shall run with the land until such time as this easement is terminated accord to the terms enumerated in paragraph (4)(c) hereof.
- c. The Grantors further agree that said covenants and easement shall run with the land and shall be binding on all parties assuming or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof until such time as a sanitary sewer system and gas service is available and connected directly to Parcel II, at which time the aforesaid easement and covenants will terminate without further notice upon the recording of a release of this easement and covenants.

5. The Grantee is responsible for properly maintaining and repairing lines in easement.
6. It is understood that Grantor and their successors may use the remainder of Parcel I for any permissible purpose not in derogation of this easement, including construction of a building.
7. Exhibit A attached hereto is for illustrative purposes on and shall not serve to define or modify the easement described.

DATED this 15th day of May, 2017

GRANTOR:
Owner of Parcel I

MATT and CARMEN PURCELL

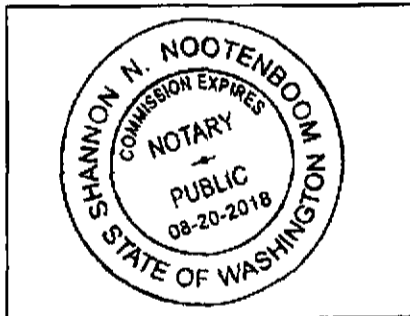
Matt Purcell
Matt Purcell

Carmen Purcell
Carmen Purcell

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MATT PURCELL and CARMEN PURCELL is the person(s) who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they signed this instrument as their free act and deed for the uses and purposes set forth in the instrument.

Dated: 9-14-17



(Use this space for notarial stamp/seal)

Shannon Nootenboom
Notary Public
Print Name Shannon Nootenboom
My commission expires 08-20-2018

UNOFFICIAL DOCUMENT

Exhibit A

