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Skagit County Auditor

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Souders Law Group  
913 Seventh Street  
Anacortes, WA 98221

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *Bena Thompson*  
DATE *3.27.23*

Document Title: DEED OF EASEMENT FOR SEWER LINE

Reference Number of Related Documents: Not Applicable

Grantors: Bill R. Love and Lorraine E. Love

Grantees: Jonathan and Keri Knapp

Assessor's tax/parcel numbers: 350125-0-071-0102 / P32054

DEED OF EASEMENT

WHEREAS, Grantees Jonathan and Keri Knapp are the owners of certain lands and premises situated in the County of Skagit, State of Washington; and are desirous of acquiring certain rights and privileges across, over and upon Grantors' lands and premises, specifically, an easement for a sewer line; and

WHEREAS, Grantors Bill Love and Lorraine Love are the owners of real property appurtenant to the Grantees' property and are willing to grant such easement;

Now, therefore, in consideration of neighborly accommodation and in further consideration of the extinguishment of a previous easement across the Grantors' property for a sewer line, Grantors hereby grant and convey to Grantees an easement appurtenant for a sewer line or lines, as laid out below, such easement being for the benefit of Grantees' property with a single family residence thereon, such property having the present address of 3517 H Avenue, in Anacortes, Washington, and which benefited property is legally described as:

LOT B, CITY OF ANACORTES SHORT PLAT NO. ANA-97-004, approved January 12, 1998 and recorded January 16, 1998, in Volume 13, pages 89-90 of Short Plats, under Auditor's File No. 9801160018, records of Skagit County Washington.

Situated in Skagit County, Washington.

EASEMENT

GRANTORS: Bill R. Love & Lorraine E. Love

GRANTEES: Jonathan Knapp & Keri Knapp

1. Nature and Location of Easement.

The Easement granted by Grantors herein shall be a permanent easement for the benefit of Grantees' property, over, upon, across, through and under the real property legally described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Real Property"), such Easement being six feet in width, and approximately as depicted as "New Sewer Line" on **Exhibit "B,"** where the "New Sewer Line" is located on the Grantors' property identified as 1619 - 35<sup>th</sup> Place, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress for said purposes, but for no other purpose except sewer lines for the benefit of a single family residence.

2. Right of Entry.

Grantees shall have the right, at such times as may be necessary, to enter upon said property owned by the Grantors and their assigns and successors to install, lay, construct, renew, operate and maintain lines and necessary facilities and other equipment for the purposes of serving the benefited property with sewer service. Grantees agrees to restore the property to its condition as the property existed prior to any disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.

3. Encroachment / Construction Activity

Grantors shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantees' prior written approval. Grantors further agree that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided, however that Grantors shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Sewer Lines therein.

4. Binding Effect / Warranty of Title

The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantees and Grantors and their respective successors, heirs and assigns. Grantors warrant that they have good title to the Real Property across which the easement is located and warrant the Grantee's title to and quiet enjoyment of the Easement.

**EASEMENT**

**GRANTORS: Bill R. Love & Lorraine E. Love**

**GRANTEES: Jonathan Knapp & Keri Knapp**

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## Exhibit A - LEGAL DESCRIPTION OF EASEMENT

The westerly twenty feet of

That portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at a point 610.5 feet North and 297 feet East of the Southwest corner of said Southwest quarter of the Northeast Quarter; thence North 106.5 feet to the true point of beginning; thence North 106.5 feet to an iron stake marker; thence East 184 feet; thence South 106.5 feet; thence West 184 feet to the true point of beginning.

Situate in Skagit County, Washington.



**EXHIBIT** B