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Alan R. Souders  
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Post Office Box 1950  
Anacortes, Washington 98221



200406090032  
Skagit County Auditor  
6/9/2004 Page 1 of 5 9:19AM

Document Title: **EASEMENT**

Reference Number of Related Document: **N/A**

Grantors: **Luverne J. & Carol J. Heying, husband & wife**

Grantees: **Roy J. & Sheila J. Pringle, husband & wife**

Abbreviated legal description: **Lot 42, Skyline No. 9**

Additional legal description(s) on page(s) **2** of document.

Assessor's tax/parcel numbers: **P59889**

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**EASEMENT**

WHEREAS, Grantors are owners of certain lands and premises situated in the County of Skagit; and

WHEREAS, Grantees are desirous of acquiring certain rights and privileges across, over and upon Grantors' lands and premises;

NOW THEREFORE, as a gift, and in further consideration of promoting good neighborly relations, Grantors hereby grant, convey and warrant unto Grantees, their heirs, successors or assigns, a non-exclusive easement for storm drain utility purposes, such easement being appurtenant to and for the benefit of Grantees' property at Lot 39, Skyline No. 9.

**EASEMENT**

**GRANTORS: Luverne J. & Carol J. Heying**

**GRANTEES: Roy J. & Sheila J. Pringle**

The boundaries of the easement herein granted are described as:

The most northeasterly five feet of Lot 42, Skyline No. 9, where said Lot 42 adjoins Lot 43, such lots being according to the plat thereof recorded in Volume 9 of Plats, pages 75 through 77, records of Skagit County, Washington, and situate in the City of Anacortes in said County.

This easement is subject to and conditioned upon the following terms and conditions:

1. Grantees shall have the right to enter onto said easement to construct, install, operate, maintain, protect, and repair a closed storm drain line, such line to be installed under the surface of the ground. Said storm drain shall be installed in accordance with all applicable laws, ordinances, rules and regulations of the Federal, State and local governments and authorities.

2. Grantors, their heirs, successors and assigns, hereby reserve the right to use all of the land above described so long as such use does not constitute an undue interference with use of said easement by Grantees. Grantors specifically note that a five foot construction setback applies to Lot 42, such setback being from the line separating Lot 42 from the adjoining Lot 43. Grantees shall install the storm drain line authorized by this easement as close to the boundary of Lot 42 as is possible, so that said storm drain line shall be located entirely within the setback area and not interfere with future construction by Grantors on or beyond the setback line. Grantors reserve to themselves, their heirs, successors and assigns the right to future construction on Lot 42 which is located five feet or more from the property line, and if such construction interferes with the storm drain line herein authorized, Grantees shall relocate said line within the easement at their own expense.

3. All work to be performed by Grantees on Grantors' property shall be completed in a careful and workmanlike manner. Upon completion of any such work by Grantees or their agents, Grantees shall remove all construction materials and debris and restore the soil removed and surface of Grantors' property as nearly as possible to the condition in which it was at the commencement of such work, provided that such restoration complies with the requirements of any regulating government authority.

**EASEMENT**

**GRANTORS: Luverne J. & Carol J. Heying**

**GRANTEES: Roy J. & Sheila J. Pringle**



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Skagit County Auditor

4. Grantees shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement.

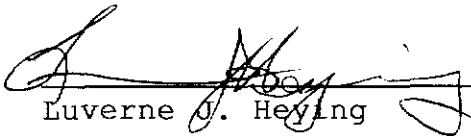
5. Grantors covenant to and with Grantees that Grantors lawfully own the land aforesaid; have a good and lawful right and power to convey easement rights to the same and that Grantors will warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever, subject to Grantors' deed reservations herein otherwise set forth.

6. This easement shall terminate if and when Grantees install a separate storm drain system for their property at Lot 39 which does not cross Grantors' Lot 42.

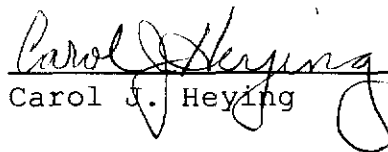
7. The terms, conditions, and provisions of this easement shall run with the land and shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

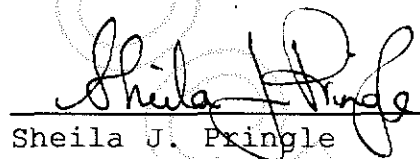
**GRANTORS:**

**GRANTEES:**

  
Luverne J. Heying


  
Roy J. Pringle

  
Carol J. Heying

  
Sheila J. Pringle

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 9 - 2004

Amount Paid to  
Skagit Co. Treasurer  
By  Deputy

**EASEMENT**

**GRANTORS: Luverne J. & Carol J. Heying**

**GRANTEES: Roy J. & Sheila J. Pringle**



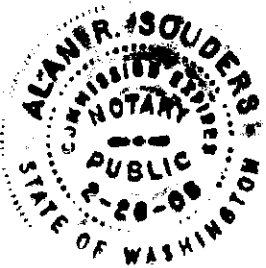
200406090032

Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this 8th day of June, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LUYERNE J. HEYING, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

SUBSCRIBED AND SWORN to before me this 8th day of June 2004.



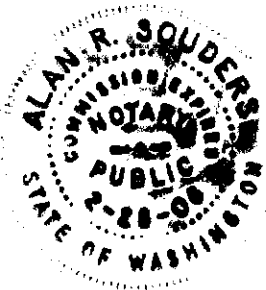
Alan R. Souders  
(Signature)  
Alan R. Souders  
(Print Name)

Notary Public in and for the State of Washington, residing at Fir Island.  
My Commission expires: 28 Feb 2006.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this 8th day of June, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CAROL J. HEYING, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

SUBSCRIBED AND SWORN to before me this 8th day of June 2004.



Alan R. Souders  
(Signature)  
Alan R. Souders  
(Print Name)

Notary Public in and for the State of Washington, residing at Fir Island.  
My Commission expires: 28 Feb 2006.

**EASEMENT**  
**GRANTORS:** Luverne J. & Carol J. Heying  
**GRANTEES:** Roy J. & Sheila J. Pringle

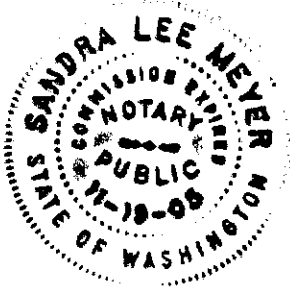


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STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this 8<sup>th</sup> day of June, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY J. PRINGLE, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

SUBSCRIBED AND SWORN to before me this 8<sup>th</sup> day of June 2004.



Sandra Lee Meyer  
(Signature)  
Sandra Lee Meyer  
(Print Name)

Notary Public in and for the State of Washington, residing at Anacortes.  
My Commission expires: 19 Nov 2005.

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this 8<sup>th</sup> day of June, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SHEILA J. PRINGLE, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the same.

SUBSCRIBED AND SWORN to before me this 8<sup>th</sup> day of June 2004.



Sandra Lee Meyer  
(Signature)  
Sandra Lee Meyer  
(Print Name)

Notary Public in and for the State of Washington, residing at Anacortes.  
My Commission expires: 19 Nov 2005.

**EASEMENT**  
**GRANTORS: Luverne J. & Carol J. Heying**  
**GRANTEES: Roy J. & Sheila J. Pringle**

