

After recording return document to:



200406100102
Skagit County Auditor

6/10/2004 Page 1 of 7 12:36PM

NEUMARKEL INC.
Lic.# NEUMAI*066BC
1806 Highland Dr. (360) 293-3079
Anacortes, WA 98221-3154

Document Title: **EASEMENT**

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

Grantor: **Phillip L. Sorensen & Claudia A. Buckner, husband & wife**

Grantees: (1) **Arthur F. & A. Susan Neumarkel, husband & wife**
(2) **John R. & Shirlee Fisher, husband & wife**
(3) **Cleo & Rosemary Melling, husband & wife**

Abbreviated legal description: **Ptn of lot 5, Skyline No. 9**

Additional legal description(s) on page(s) **N/A** of document.

Assessor's tax/parcel numbers: **P59850**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2905

JUN 10 2004

EASEMENT

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

WHEREAS, Grantors are the 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, in consideration of accomplishment by Grantees of payment of one residential sanitary sewer connection fee for Grantors' residence to be constructed on lot 5, Skyline Division 9, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell, convey and warrant unto Grantees, their heirs, successors or assigns, a non-exclusive easement five feet in width for utility purposes, over, across, and through the easterly five feet of Grantor's property at lot 5, Skyline No. 9, according to the Plat thereof recorded in Volume 9 of Plats, page 75, records of Skagit

in said County. This easement is subject to and conditioned upon the following terms and conditions:

1. Grantees shall have the right to enter said easement property and to construct, install, operate, maintain, protect, improve, repair and replace a sanitary sewer line and such other utilities and appurtenances as may be there installed under the surface of the ground. Said utilities shall be installed in accordance with all applicable laws, ordinances, rules and regulations of the Federal, State and local governments and authorities.

2. All work to be performed by Grantees on Grantors' property shall be completed in a careful and workmanlike manner. Upon completion of any work performed by Grantees on Grantors' property, Grantees shall remove all construction materials and debris and restore the soil removed and surface of the property as nearly as possible to the condition in which it was at the commencement of such work.

3. 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; PROVIDED, however, that if Grantors, their successors and assigns, desire to make use of said lands which requires relocation of said utility lines, Grantees shall, at Grantors' expense, relocate said utilities in a location approved by Grantors.

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

The Grantees shall protect and save harmless Grantor from and against any and all claims, demands, loss, damages, expense and liability of any kind and description and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, its heirs, successors, and assigns or by any persons, firms, or corporations, because of the construction and/or maintenance of said facilities.

5. The Grantors also 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

EASEMENT



200406100102

Skagit County Auditor

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 Grantor's deed reservations herein otherwise set forth.

6. The terms, conditions, and provisions of this easement agreement shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

GRANTORS:

GRANTEES:

Phillip L. Sorensen
Phillip L. Sorensen

Arthur F. Neumarkel
Arthur F. Neumarkel

Claudia A. Buckner
Claudia A. Buckner

A. Susan Neumarkel
A. Susan Neumarkel

John R. Fisher
John R. Fisher

Shirlee Fisher
Shirlee Fisher

Cleo Melling
Cleo Melling

Rosemary Melling
Rosemary Melling

EASEMENT

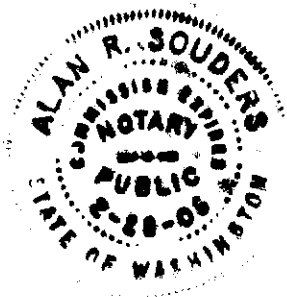


200406100102
Skagit County Auditor

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 22d day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PHILLIP L. SORENSEN, 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 22d day of May 2004.

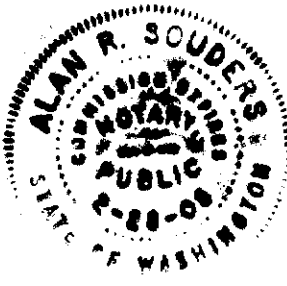


Alan R. Souders
(Signature)
Alan R. Souders
(Print Name)
Notary Public in and for the State of Washington, residing at Fri Island.
My Commission expires: 28 Feb 2006.

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 22d day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CLAUDIA A. BUCKNER, 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 22d day of May 2004.



Alan R. Souders
(Signature)
Alan R. Souders
(Print Name)
Notary Public in and for the State of Washington, residing at Fri Island.
My Commission expires: 28 Feb 2006.

EASEMENT

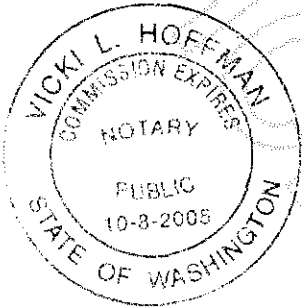


200406100102
Skagit County Auditor

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 18TH day of MAY, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARTHUR F. NEUMARKEL, 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 18TH day of MAY 2004.



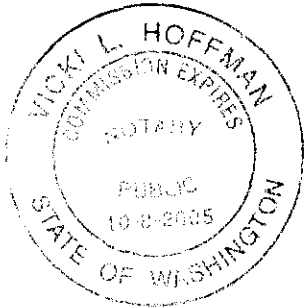
Vicki L Hoffman
(Signature)
VICKI L. HOFFMAN

(Print Name)
Notary Public in and for the State of Washington, residing at ANACORTES.
My Commission expires: 10-8-05.

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 18TH day of MAY, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared A. SUSAN NEUMARKEL, 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 18TH day of MAY 2004.



Vicki L Hoffman
(Signature)
VICKI L. HOFFMAN

(Print Name)
Notary Public in and for the State of Washington, residing at ANACORTES.
My Commission expires: 10-8-05.

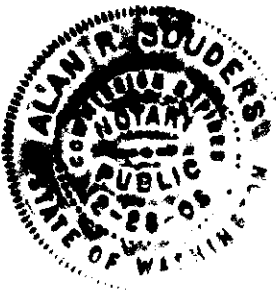
EASEMENT


200406100102
Skagit County Auditor

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 24th day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN R. FISHER, 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 24th day of May 2004.



Alan R. Souders
(Signature)
Alan R. Souders

(Print Name)
Notary Public in and for the State of Washington, residing at Five Island.
My Commission expires: 28 Feb 2006.

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 24th day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SHIRLEE FISHER, 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.

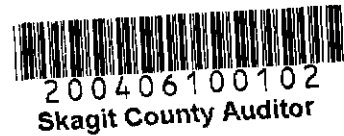
SUBSCRIBED AND SWORN to before me this 24th day of May 2004.



Alan R. Souders
(Signature)
Alan R. Souders

(Print Name)
Notary Public in and for the State of Washington, residing at Five Island.
My Commission expires: 28 Feb 2006.

EASEMENT



STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 19th day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CLEO MELLING, 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 19th day of May 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 19th day of May, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROSEMARY MELLING, 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 19th day of May 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



200406100102
Skagit County Auditor