

COVER SHEET



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Kathy Hill, Skagit County Auditor
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RETURN TO:

MCGoffin Inc. P.S.

103 North Township

Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein): Water Pipeline Easement

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

ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Janicki Family Trust

2.

3.

4.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB 23 2000

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

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Tenneson, John; Tenneson, Beverly - husband and wife

2.

3.

4.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Tract B, Short Plat 24-81

ADDITIONAL LEGAL(S) ON PAGE 5 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 360226-0-001-0104/ P47089

TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

Filed for Record by:

McGoffin Inc. P.S.
103 N. Township
Sedro-Woolley, WA 98284

WATER PIPELINE EASEMENT

This Agreement is made this ____ day of February, 2000, between Lisa M. Janicki and Mary Therese McGoffin, Co-Trustees of the Janicki Family Trust ("Grantor" herein) and John Tenneson and Beverly Tenneson, husband and wife ("Grantee" herein). Witnesseth:

WHEREAS, Grantor is the owner of the real property described in Exhibit A attached hereto and by this reference made a part hereof, and

WHEREAS, Grantee is the owner of the real property described in Exhibit B attached hereto and by this reference made a part hereof, and

WHEREAS, Grantor intends to grant to Grantee a nonexclusive perpetual water pipeline easement across the real property described in attached exhibit A, which water pipeline easement is described by legal description and exhibit map in Exhibit C attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of mutual benefits and other good and valuable consideration, Grantor hereby conveys to Grantee a water pipeline easement for the installation, operation and maintenance of a water pipeline through the real property described in attached exhibit A, to service the real property described in attached exhibit B, and which easement dimensions are more specifically described in attached exhibit C.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which Grantee hereby promises to faithfully and fully observe and perform:



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1. The easement use is limited to a single residential water pipeline to be placed under the surface of the ground on the real property described in attached exhibit C, and for the benefit of the premises located upon the real property described in attached exhibit B, which use shall not be enlarged or altered without the written consent of Grantor.

2. Grantee's right of entry and easement is limited to installation, maintenance and repair of the underground water pipeline. Grantee shall not place any improvements above the ground on the real property described in attached exhibit A and C.

3. Grantor reserves the exclusive right to occupy and utilize the real property described in attached exhibit A and C for any and all purposes, provided Grantor's use does not substantially interfere with Grantee's use in 1. and 2. above. Grantor and Grantee acknowledge that Grantor's driveway access is presently across the easement described in attached exhibit C, and that under no circumstance shall Grantor's driveway access be deemed to substantially interfere with Grantee's easement use. Grantor further reserves all rights with respect to its property, including without limitation, the right to grant easement licenses and permits to others, subject to the rights granted in this Agreement.

4. The cost of installation, operation, maintenance, repair and any other cost associated with the water pipeline shall be borne and promptly paid by Grantee. Grantee shall not allow any lien or charge be levied against the real property described in attached exhibit A and C. Further, Grantee, at its sole expense, shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work.

5. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor on account of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein.

6. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

7. The grant of easement shall terminate and all of Grantee's rights hereunder shall revert to Grantor: a) in the event Grantee breaches or fails to perform or observe any of the terms, covenants and conditions hereof, and fails



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to cure such breach or default within thirty (30) days of Grantor's giving Grantee written notice thereof; or b) in the event Grantee ceases to use the water pipeline for a period of two (2) consecutive years. Upon either such event, Grantor may file for record a termination document which shall immediately terminate the easement. No termination shall release Grantee from any liability or obligation incurred prior to termination, nor shall it release Grantee from its obligation to remove the water pipeline from Grantor's property and restore the premises.

8. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns, provided succession and/or assignment shall be limited to the owner(s) of the real properties described in attached exhibit A and B.

Executed as of the date hereinabove set forth.

Accepted:

GRANTOR:

Lisa Janicki

Lisa Janicki, Co-Trustee
of Janicki Family Trust

Mary T. McGoffin

Mary T. McGoffin, Co-Trustee
of Janicki Family Trust

GRANTEE:

John Tenneson

John Tenneson

Beverly M. Tenneson

Beverly Tenneson



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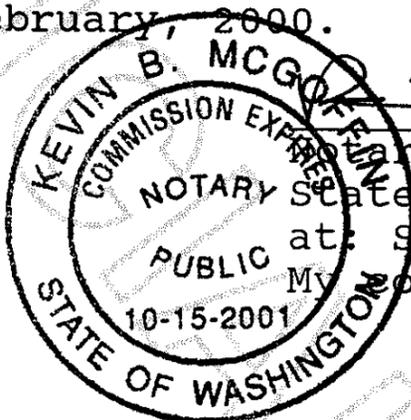
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STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that LISA JANICKI and MARY T. MCGOFFIN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Co-Trustee of the Janicki Family Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Witness my hand and official seal hereto affixed this 22 day of February, 2000.



[Signature]
Notary Public in and for the State of Washington, residing at: Sedro-Woolley, WA
My commission expires: 10-15-2000

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOHN TENNESON and BEVERLY TENNESON, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this 22 day of February, 2000.



[Signature]
Notary Public in and for the State of Washington, residing at: Sedro-Woolley, WA
My commission expires: 10-15-2000



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Tract "B" of Skagit County Short Plat No. 24-81, approved July 8, 1981, recorded July 9, 1981 under Auditor's File No. 8107090009 in Volume 5 of Short Plats, page 94, being a portion of Government Lot 1 in Section 26, Township 36 North, Range 2 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described tract:

That portion of Government Lot 1, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the Southeast corner of said Government Lot 1; thence North $1^{\circ}38'45''$ East along the Section line a distance of 694.50 feet, more or less, to the Southeast corner of a tract of land owned by Ira Loree; thence due West along the Southerly boundary line of said tract owned by Ira Loree and along the Southerly boundary line of Skagit County Short Plat No. 59-73 dated November 12, 1973 319.5 feet to the true point of beginning; thence due East 319.5 feet, more or less, along the South line of the aforesaid Short Plat No. 59-73 and tract owned by Ira Loree to the East line of Section 26; thence South 20 feet along said East line; thence due West 319.5 feet; thence North to the point of beginning.



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EXHIBIT A

UNOFFICIAL

That portion of Government Lot 1 of Section 26, Township 36, Range 2 East W.M., described as follows:
Beginning at the Southeast corner of said Government Lot 1; thence North 1°38'45" East along the section line a distance of 1164.02 feet to the meander corner between sections 25 and 26 of said Township 36, Range 2 E.W.M.; thence south 82°30' west a distance of 384.39 feet; this being the true point of beginning (said point being on the west line of that certain tract conveyed to Charles J. Wicker and Edith F. Wicker, husband and wife, by deed dated May 10, 1951 and recorded May 15, 1951 under Auditor's file No. 460912, records of said County); thence South 1°38'45" west a distance of 123.36 feet along the west line of said Wicker tract; thence North 88°21'15" west a distance of 50.00 feet; thence north 1°38'45" east a distance of 115.31 feet, more or less, to the line of ordinary high tide (or high water) or the meander line whichever is the lower one of said Government lot 1; thence East along said meander line 50.64 feet, more or less, to the west line of said Wicker tract said point being North 1°38'45" east to the point of beginning; thence south 1°38'45" west along the west line of said Wicker tract to point of beginning.

TOGETHER WITH a non-exclusive easement for road purposes to the County road for ingress and egress over and across the following described tract:

The East 527 feet of Government lot 1, Section 26, Township 36 North, Range 2 East W.M., lying north of H. R. Bonev Road, EXCEPT the East 100 feet of the North 478 feet thereof.

TOGETHER WITH such rights and subject to such restrictions as are contained in that certain deed dated August 25, 1971 from Gail L. Miller and Doyl W. Miller, husband and wife, and Owen C. Frost and Berniece M. Frost, husband and wife, as sellers to Merle L. Niece, Jr. and Lorraine D. Niece, husband and wife, as purchasers.

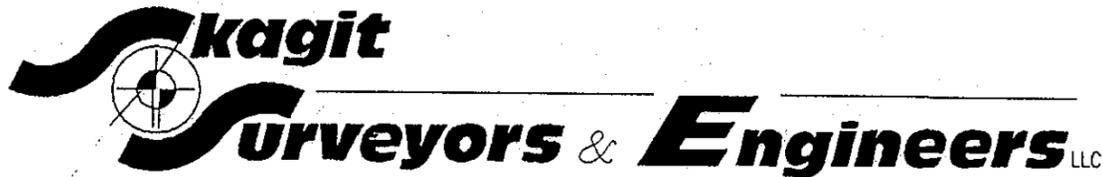
EXHIBIT B



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806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

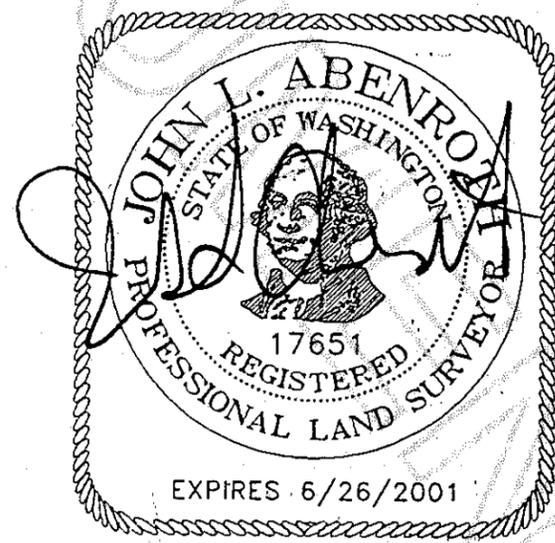
LEGAL DESCRIPTION
FOR
BEVERLY TENNESON
OF
WATER LINE EASEMENT

December 7, 1999

A ten foot (10) wide easement for the installation, operation and maintenance of a water line over under and across that portion of Government Lot 1, Section 26, Township 36 North, Range 2 East, W.M., the centerline of which is described as follows:

Commencing at the northeast corner of the west 97.5' of Lot B of Short Plat No. 24-81 as recorded in Volume 5 of Short Plats at page 94 under AF#8107090009, records of Skagit County, Washington; thence $S1^{\circ}38'45''W$ along the east line of Lot B, a distance of 74.40 feet to the point of beginning of this centerline description; thence $N88^{\circ}51'07''W$, a distance of 2.83 feet; thence $N4^{\circ}16'12''W$, a distance of 74.83 feet to a point on the north line of Lot B which lies 10.54 feet from the northeast corner thereof and the terminal point of this centerline description.

EXHIBIT C



12/7/99



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UNOFFICIAL

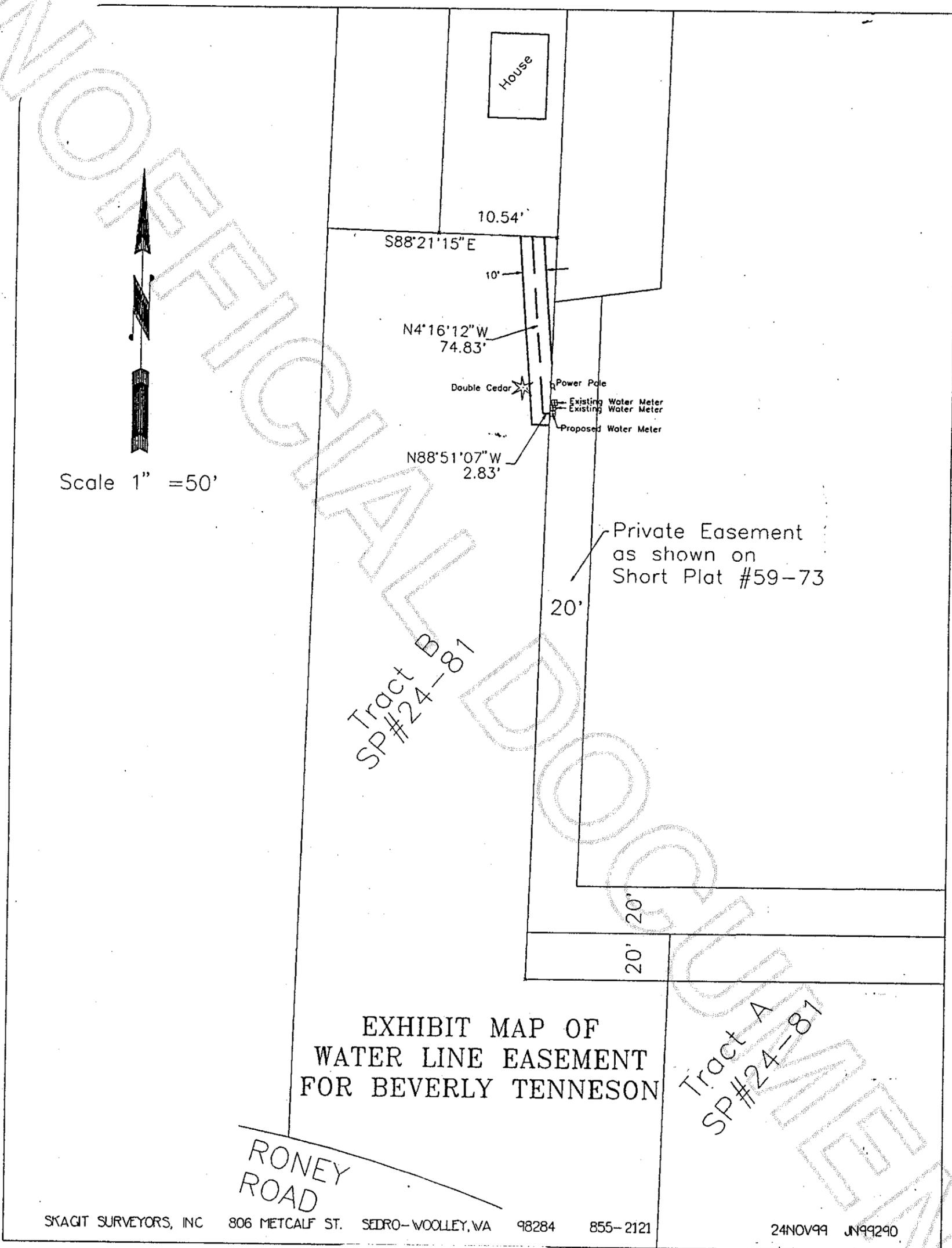


EXHIBIT C
(continued)



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