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, Skagit County Auditor

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COVER SHEET

RETURN TO:

McGOFFIN, INC., P.S.
103 NORTH TOWNSHIP
SEDRO-WOOLLEY, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

Easement and Well Maintenance Agreement

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. Kirby A. Hoskinson
2. Vicky Lynne Hoskinson
3. (H&W)
- 4.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

1. Kirby A. Hoskinson
2. Vicky Lynne Hoskinson
3. (H&W)
- 4.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

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

N1/2, NE1/4, NE1/4, SE1/4, Section 14, Township 35 North,
Range 4 East of Willamette Meridian

ADDITIONAL LEGAL(S) ON PAGE 5-7 OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P36637; P36584

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

EASEMENT AND WELL MAINTENANCE AGREEMENT

This Easement and Well Maintenance Agreement is made this 13th day of September, 2000, between Kirby A. Hoskinson and Vicky Lynne Hoskinson, husband and wife ("Grantor" herein) and Kirby A. Hoskinson and Vicky Lynne Hoskinson 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, the real property described in Exhibit A and Exhibit B are separate and distinct but adjacent legal parcels of land currently owned by Kirby A. Hoskinson and Vicky Lynne Hoskinson, husband and wife; however, the real property described in Exhibit B is to be sold to a third party, which transfer will sever the common ownership, and

WHEREAS, there is currently existing on the real property described in Exhibit A a water well, together with water pipeline facilities, which service and benefit only the real property described in Exhibit B, and

WHEREAS, for the purposes of insuring legal access to the water well and pipeline facilities on the real property described in Exhibit A for the benefit of the real property



described in Exhibit B, and in anticipation of the non-common ownership of the parcels at issue, Grantor intends to grant to Grantee a nonexclusive perpetual water well and pipeline easement upon the real property described in attached exhibit A, which easement location is identified in Exhibit C attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, Grantor hereby conveys to Grantee a water well and pipeline easement for the use, operation and maintenance of the existing water well and water pipeline facilities upon the real property described in attached exhibit A, to benefit the real property described in attached exhibit B, and which easement dimensions are more specifically described in attached exhibit C, all of which exhibits are incorporated herein by reference.

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

1. The well and pipeline facility easement use is limited to drawing water from the existing well and pipeline facilities for sufficient domestic usage for one (1) single family residence located on 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 the use, maintenance and repair of the existing well and pipeline facilities.

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 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 use, operation, maintenance, repair and any other cost associated with the well and pipeline facilities shall be paid solely 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. Should Grantor cause physical damage to the well site or pipeline facilities, Grantor shall promptly repair said damage at Grantor's sole expense.

6. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof. Further, Grantor does not warrant the quantity or quality of the water from the subject well, nor does the Grantor warrant the quality of the well site machinery or the pipeline facilities. Grantee takes the existing well site and pipeline facilities "as is".

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 to cure such breach or default within thirty (30) days of Grantor's giving Grantee written notice thereof; b) in the event Grantee ceases to use the well and pipeline facilities for a period of six (6) consecutive months; or c) immediately, should public water be made available adjacent to the real property described in exhibit B by the Public Utility District or any other public water authority. Upon such event of termination, 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 easement and covenants contained herein shall run with the lands described herein and shall extend to and



EXHIBIT A

(Lot B:) The North Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian. TOGETHER WITH that portion of the East Half of the Southeast Quarter of the Northeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian, lying South of the Northern Pacific Railway Right-of-way as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington, EXCEPT the West 320.0 feet (as measured at right angles to the West line of said East Half) thereof.

Situated in the County of Skagit, State of Washington.



EXHIBIT B

(LOT A:) The West 320.0 feet (measured at right angles to the West line of the aforementioned tract) of that portion of the East Half of the Southeast Quarter of the Northeast Quarter, Section 14, Township 35 North, Range 4 East of the Willamette Meridian, lying south of the Northern Pacific Railway Right-of-way as conveyed by deed recorded August 25, 1913, under Auditor's File No. 98046, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.



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EXHIBIT C

The existing water well site located approximately 150.0 feet from the West line and approximately 30.0 feet from the South line of Grantor's real property described in Exhibit A, together with a strip of land fifteen (15) feet in width, located seven and one-half (7.5) feet on either side of the existing water line(s) from said well, to run approximately north from said water well to the boundary of Grantee's real property described in Exhibit B.



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