


4

AFTER RECORDING, RETURN TO:

JAMES L. KOTSCHWAR  
Attorney at Law  
Post Office Box 1593  
Oak Harbor, Washington 98277

  
200202050053  
Skagit County Auditor  
2/5/2002 Page 1 of 4 11:31AM

FIRST AMERICAN TITLE CO.  
07358

### EASEMENT AGREEMENT

**THIS AGREEMENT** is made as of this 28<sup>th</sup> day of Jan., 2002, by the undersigned to establish the following:

**WHEREAS, DELMON L. ANDERSON and JUANITA M. ANDERSON**, husband and wife, are the owners of that parcel of real property located in Skagit County, Washington, which is described as follows, and referred to herein as the "Anderson Property":

Lot 55, "SKYLINE NO. 5", according to plat recorded in Volume 9 of Plats, pages 56, 57 and 58, records of Skagit County, Washington;

the Skagit County Assessor's Tax Parcel Number of which is 3821-000-055-00005 P59368; and;

**WHEREAS, STEVEN A. BRICKLEY**, an unmarried person, is the owner of that parcel of real property located in Skagit County, Washington, which is described as follows, and referred to herein as the "Brickley Property":

Lot 56, "SKYLINE NO. 5", according to plat recorded in Volume 9 of Plats, pages 56, records of Skagit County, Washington;

the Skagit County Assessor's Tax Parcel Number of which is 3821-000-056-00005 P59369; and;

**WHEREAS**, a trench for underground waterlines was dug across a portion of the Anderson Property and a portion of the Brickley Property, and a single waterline installed to provide the Brickley Property with water service, and another separate waterline installed to provide the Anderson Property with water service; and;

*NO monetary consideration paid*  
**EASEMENT AGREEMENT** - Page 1

**WHEREAS**, the undersigned desire to reduce to writing their understanding and agreement with respect to a utility easement in reference to the underground waterlines.

**NOW, THEREFORE**, for and in consideration of mutual benefits of a non-monetary nature, the undersigned do hereby state, agree, grant, and establish the following:

**1. EASEMENTS.** A non-exclusive easement for the maintenance, repair, and/or replacement of an underground waterline to serve the Brickley Property and for the maintenance, repair, and/or replacement of an underground waterline to serve the Anderson Property, as said waterlines are located as of the date of this easement document. The referenced easement shall affect a 7-foot-wide portion of the above-described Anderson Property and Brickley Property, the centerline of which easement is the centerline between the underground waterlines which were installed to serve the Brickley Property and the Anderson Property, running from the margin of the public road and right-of-way, known as Tweed Place, on the northerly boundary line of the Anderson Property, in a southeasterly direction along the actual installed waterlines, to the point of intersection of said easement centerline and the common boundary line of the Anderson Property and the Brickley Property; and thence southeasterly along the common boundary line of the Anderson Property and the Brickley Property to the southeasterly most corner of the Anderson Property, which is the Southwesterly most corner of the Brickley property, and the terminus of said easement centerline.

The parties specifically agree and confirm that if either or both of the referenced existing waterlines, as existing and located on the date of this easement document, should be found to be located outside the easement provided above, there shall also be an additional easement for that portion of the waterline lying outside the described easement, being 7 feet in width, with the centerline being the centerline of the waterline in question.

Said easements are to serve and benefit the present and future owners of both the Anderson Property and the Brickley Property, as said parcels are referenced and described herein.

The utility easement provided for herein also expressly runs to the benefit of any water service provider, and its respective successors and assigns, public or private, providing it with the right to install, lay, construct, renew, operate, and maintain underground water pipelines, together with any necessary facilities and equipment for the purposes of providing the properties described in this document with water services.

**2. MAINTENANCE.** The owner(s) of the Anderson Property shall be separately responsible for maintaining the underground waterline which serves the Anderson Property. The owner(s) of the Brickley Property shall be separately responsible for maintaining the underground waterline which serves the Brickley Property.



3. **BINDING NATURE OF DECLARATION.**

(a) **Affected Parties.** Except as otherwise herein provided, each and every easement, right, and privilege contained herein shall run with the land, and shall be binding upon the undersigned, and their respective successors and assigns, and shall inure to the benefit of the owners of each of the properties referenced above and to their respective successors and assigns.

(b) **No Dedication to Public.** Nothing contained in this document shall be deemed to be a gift or dedication of any portion of the said properties to the general public or for any public use or purpose whatsoever.

**IN WITNESS WHEREOF**, the undersigned have caused this document to be executed as of the day and year first above written.

Delmon L. Anderson  
**DELMON L. ANDERSON**

Juanita M. Anderson  
**JUANITA M. ANDERSON**

Steven A. Brickley  
**STEVEN A. BRICKLEY**

**Easement**  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

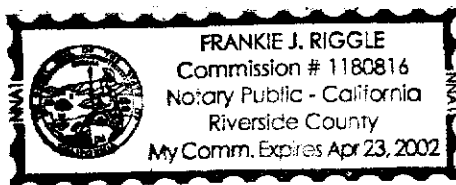
CALIFORNIA  
STATE OF ~~WASHINGTON~~  
Riverside ) ss.  
County of Island )

FEB 05 2002

Amount Paid \$ 0  
Skagit Co. Treasurer  
By [Signature] Deputy

On this 31 day of JAN, A.D. 2002, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~ CALIFORNIA, duly commissioned and sworn personally appeared **DELMON L. ANDERSON** and **JUANITA M. ANDERSON**, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Frankie J. Riggle  
**FRANKIE J. RIGGLE**  
Notary Public in and for the State  
of ~~Washington~~ CALIFORNIA, residing at Rancho Mirage  
My commission expires 4-23-02



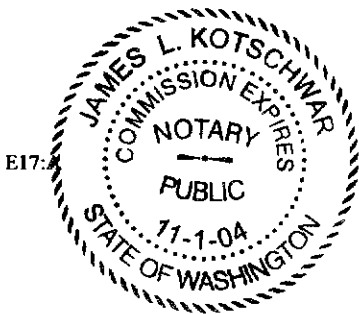
STATE OF WASHINGTON )

) ss.

County of Island )

On this 28 day of JAN., A.D. 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **STEVEN A. BRICKLEY**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



James L. Kotschwar  
JAMES L. KOTSCHEWAR  
Notary Public in and for the State  
of Washington, residing at OAK HARBOR  
My commission expires NOV. 1, 2002.