

After recording return to:
Island Title Company
P O Box 670
Burlington WA 98233



200203150132

Skagit County Auditor

3/15/2002 Page 1 of 3 12:28PM

EASEMENT AND WELL MAINTENANCE AGREEMENT

Island Title B19576
BE5862

This Easement and Well Maintenance Agreement is entered into this 11th day of February, 2002, between JAMES P. and ERICA HUME, husband and wife, hereinafter called Grantor, and RANDY A. and SARAHANNE VANCLEEVE, husband and wife, hereinafter called Grantee.

WHEREAS, Grantor is the owner of the real property described as follows:

That portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 36 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at an existing iron pipe at the West 1/4 corner of said Section 26; thence North 89 degrees 50'00" East along the South line of said Northwest 1/4 of Section 26, 1222.65 feet to the Southwest corner of the East 99 feet of the Southwest 1/4 of the Northwest 1/4 of Section 26; thence North 0 degrees 19'53" West along the West line of said East 99 feet, 1211.77 feet to the South margin of the County road known as Warner Road; thence North 89 degrees 53'45" East along said South margin 677.26 feet to the true point of beginning; thence continue North 89 degrees 53'45" East along said South margin 223.00 feet to an intersection with the West line of the East 520 feet of said Southeast 1/4 of the Northwest 1/4 of Section 26; thence South 0 degrees 21'00" East along said West line 205.00 feet; thence South 89 degrees 53'45" West parallel with said South margin of the Warner Road, 223.00 feet to a point that is South 0 degrees 21'00" East from the true point of beginning; thence North 0 degrees 21'00" West 205.00 feet to the true point of beginning.

Together with a non-exclusive easement for roadway and utilities 60 feet in width, the centerline of which is coincident with the East line of the before described tract, except that portion of said easement lying within the above described main tract.

SUBJECT TO: All easements, restrictions and reservations of record, if any.

Situated in the County of Skagit, State of Washington.

WHEREAS, Grantee is the owner of the real property described as follows:

That portion of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 36 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at an existing iron pipe at the West 1/4 corner of said Section

26; thence North 89 degrees 50'00" East along the South line of said Northwest 1/4 of Section 26, 1222.65 feet to the Southwest corner of the East 99 feet of the Southwest 1/4 of the Northwest 1/4 of Section 26; thence North 0 degrees 19'53" West along the West line of said East 99 feet, 1211.77 feet to the South margin of the County road known as Warner Road; thence North 89 degrees 53'45" East along said South margin 454.26 feet to the true point of beginning; thence continue North 89 degrees 53'45" East along said South margin 223.00 feet to an intersection with the West line of the East 743 feet of said Southeast 1/4 of the Northwest 1/4 of Section 26; thence South 0 degrees 21'00" East along said West line 205.00 feet; thence South 89 degrees 53'45" West parallel with said South margin of the Warner Road, 223.00 feet to a point that is South 0 degrees 21'00" East from the true point of beginning; thence North 0 degrees 21'00" West 205.00 feet to the true point of beginning.

Also known as Tract "C" of Short Plat No. 34-72, approved May 18, 1972.

AND, WHEREAS; there is located on Grantor's property a well site which furnishes water to both properties by way of existing water lines and,

WHEREAS, Grantor and Grantee are desirous of establishing both parties' rights to said water and easement rights thereto on the public record,

NOW, THEREFORE; in consideration of the mutual covenants and promises herein contained, Grantor and Grantee agree as follows:

1. Grantors herein convey to Grantees a non-exclusive easement for the installation, repair and maintenance of the existing well site and water lines over and across that portion of Grantors' property that said well-site and water lines currently exist.
2. Grantors herein convey to Grantees, their heirs, successors, and assigns in ownership to the property described hereto, the right to take water from said well site sufficient for domestic usage for one single family dwelling only.
3. Grantors and Grantees convey to each other an easement over each other's property sufficient to provide for a well protection zone in the event the same is required.
4. The easement and covenants contained herein shall run with the lands described herein and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
5. Grantees acknowledge that Grantor does not guarantee quantity and/or quality of water.
6. Grantors and Grantees agree that if repair or maintenance of the well is necessary, they will share in the cost of said repairs on an equal basis (50% -50%) Should repair of the water line be necessary, Grantors and Grantees will each be responsible for the line going to their respective residence. Grantee will repair and return the surface of the lands where the water line is located on the Grantor's property, to the condition that it was prior to the commencement of said repair or maintenance.
7. Grantee shall hold Grantor harmless from any loss or liability resulting from Grantee's exercise of the easement rights granted herein.



200203150132
Skagit County Auditor

