


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273


200309120260
Skagit County Auditor
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EASEMENT FOR UTILITIES

Grantor (s) E. ROGER NOAR & KATHLEEN NOAR, husband and wife
JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife
Grantee (s) E. ROGER NOAR & KATHLEEN NOAR, husband and wife
JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Tract B & Lots 1&2, Rancho San Juan Del Mar, Subdivision 2;
Ptn NE $\frac{1}{4}$, SW $\frac{1}{4}$, and SE $\frac{1}{4}$, NW $\frac{1}{4}$, S2, T34 N, R1E W.M.
Additional Legal on page(s)
Assessor's Tax Parcel No's: P68242, P19057, P68282

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife (hereinafter "Grantors" and "Grantees") and, E. ROGER NOAR & KATHLEEN NOAR, husband and wife (hereinafter "Grantors" and "Grantees") who hereby agree as follows:

- 1) JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife, are the owners of the following described parcel of property in Skagit County, Washington: (hereinafter "Parcel 1")

*LOT 1 AND THE SOUTH 60 FEET OF LOT 2, RANCHO SAN JUAN
DEL MAR, SUBDIVISION NO. 2, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 30,
RECORDS OF SKAGIT COUNTY WASHINGTON;
TOGETHER WITH THAT PORTION OF MARINE DRIVE NO. 378
DESCRIBED IN AMENDED VACATION RECORDED JULY 19, 1978
UNDER AUDITOR'S FILE NO. 883795 AS WOULD ATTACH BY
OPERATION OF LAW;*

EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD BY DEED RECORDED JULY 5, 1972 UNDER AUDITOR'S FILE 770666.

Situate in the County of Skagit, State of Washington.

- 2) E. ROGER NOAR & KATHLEEN NOAR, husband and wife are the owners of the following described parcel ("Parcel 2")

Tract B, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 2, according to the plat thereof recorded in Volume 5 of Plats, page 30, records of Skagit County, Washington;

EXCEPT the South 65 feet thereof;

ALSO EXCEPTING that portion thereof conveyed to Del Mar Community Service, Inc., a Washington Corp., by deed recorded January 9, 1963 under Auditor's File No. 630692, described as follows:

*Commencing at a point on the centerline of the County Road known as Marine Drive lying South 22° East of the Southeast corner of Lot 22, Rancho San Juan Del Mar, Subdivision No. 2;
thence South 22° East 385 feet to the true point of beginning of this description;
thence North 68° East 30 feet;
thence South 22° East 30 feet;
thence South 68° West 60 feet;
thence North 22° West 60 feet;
thence North 68° East 30 feet to the point of beginning;*

AND FURTHER EXCEPTING all that portion conveyed to Stewart J. Ford, a single person, by deed recorded under Auditor's file No. 8906140041, described as follows:

*Beginning at the Southwest corner of Lot 1 of Short Plat 17-75, recorded in Volume 1 of Short Plats, page 36, records of Skagit County;
thence North 0° 52' 40" West along the East line of said Tract B, being the West line of said Lot 1, a distance of 206.13 feet to Southeasterly line of the County Road shown on said Plat of Rancho San Juan Del Mar;
thence South 29° 53' West a distance of 154.64 feet to the beginning of a curve to the left having a radius of 686.20 feet;*



*thence along the arc of said curve through a central angle of 26° 58' an arc distance of 322.97 feet;
thence South 2° 57' West a distance of 202.34 feet;
thence North 18° 36' 30" East a distance of 195.23 feet to the beginning of a curve to the right having a radius of 1175.92 feet;
thence along the arc of said curve through a central angle of 13° 37' 39" an arc distance of 279.69 feet;
thence South 89° 07' 20" West a distance of 1.11 feet to the point of beginning;*

TOGETHER WITH

The Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section 2, Township 34 North, Range 1 East of the Willamette Meridian, Skagit County, Washington;

EXCEPTING therefrom said Southeast Quarter of the Northwest Quarter that portion lying within the boundaries of Short Plat 17-75, as recorded in Volume 1 of Short Plats, page 36, Auditor's File No. 817573.

Situate in the County of Skagit, State of Washington.

- 3) **UTILITY EASEMENT:** The easement conveyed herein is more particularly described as follows:

A non-exclusive easement for installation, maintenance and repair of underground utilities and drain lines, which easement shall be over, under and across the following described parcel (Parcel 1):

THAT PORTION OF GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 34 NORTH, RANGE 01 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MARINE DRIVE AND THE NORTH LINE OF THE SOUTH 60.00 FEET OF LOT 2, RANCHO SAN JUAN DEL MAR, SUBDIVISION 2 AS RECORDED IN VOLUME 5 OF PLATS, PAGE 30, RECORDS OF SKAGIT COUNTY, WASHINGTON;

*THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 60.00 FEET OF LOT 2 TO THE EAST LINE OF SAID LOT 2;
THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2 A*

*DISTANCE OF 10.00 FEET;
THENCE WEST 68.95 FEET;
THENCE SOUTH 10.00 FEET;
THENCE WEST 20.00 FEET;
THENCE NORTH 10.00 FEET;
THENCE WEST 223.04 FEET;
THENCE SOUTH 10.00 FEET;
THENCE WEST 20.00 FEET;
THENCE NORTH 10.00 FEET;
THENCE WEST 22.78 FEET TO THE RIGHT OF WAY OF MARINE
DRIVE;
THENCE NORTHERLY ALONG THE RIGHT OF WAY OF MARINE
DRIVE TO THE POINT OF BEGINNING.*

Situate in the County of Skagit, State of Washington.

- 4) SEPTIC DRAINFIELD EASEMENT: The septic drainfield easement conveyed herein is more particularly described as follows:

A non-exclusive easement for installation, maintenance and repair of a septic system drainfield and other improvements necessary for such a purpose, which easement shall be over, under and across the following described property:

*A PARCEL OF LAND IN THE NE ¼ OF THE SW ¼ OF SECTION 2,
T34N, R1E, W.M. DESCRIBED AS FOLLOWS:*

*THE WEST 30 FEET OF PARCEL 2 (NOAR) THAT ADJOINS THE EAST
LINE OF PARCEL 1 (WALGAMOTT),
EXCEPT THAT PORTION OF THE WEST 30 FEET OF PARCEL 2
THAT ADJOINS THE NORTH 10 FEET OF PARCEL 1.*

Situate in the County of Skagit, State of Washington.

- 5) TERMINATION OF EASEMENTS: These easements shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Grantors and Grantees, or by the operation of law.

However, JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife, shall have the right to terminate these easements in the event that

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construction of the improvements in the Storm Water Easement has not commenced within twenty-four (24) months of the date that this document is recorded with the Skagit County auditor's office. In the event that JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, wish to terminate these easements, they shall serve written notice of their intent to terminate these easements on E. ROGER NOAR & KATHLEEN NOAR, on or before sixty (60) days prior to the date JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT wish to terminate these easements. In the event that construction of the improvements on the Utility Easement does not commence within the 60 day period, JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT shall record a notice of termination of the easements, which notice shall include reference to the Skagit County auditor's file number for this document. Any such notice of termination shall terminate both the Utility Easement and the Septic Drainfield Easement. Termination of these easements shall not be effective until the day that the notice of termination is recorded with the Skagit County auditor's office.

- 6) USE OF IMPROVEMENTS IN UTILITY EASEMENT: the owners of Parcel 1 shall have the right to utilize improvements located in the Utility Easement area by the owners of Parcel 2 for the purpose of draining storm water from Parcel 1. Provided that any such use of the improvements by the owners of Parcel 1 shall be at the sole cost and expense of the owners of Parcel 1. In the event any repair, installation or maintenance of improvements is required as the result of action or inaction by the owners of Parcel 1, the owners of Parcel 1 shall be solely responsible for the cost of such repair, installation or maintenance. At such time as the owners of Parcel 2 install piping for storm water drainage in the Utility Easement area, the owners of Parcel 2 shall provide two 8-inch stubs in the piping at locations chosen by the owners of Parcel 1, which stubs shall be for the use of the owners of Parcel 1.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 7) JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife, hereby grant and convey, to E. ROGER NOAR & KATHLEEN NOAR, husband and wife, the Utility Easement, over under and across Parcel 1, which Easement is more particularly described above.
- 8) E. ROGER NOAR & KATHLEEN NOAR, husband and wife, hereby grant and convey to JOHN C. WALGAMOTT & ELIZABETH WALGAMOTT, husband and wife, the septic drainfield easement, over under and across Parcel 2, which Easement is more particularly described above.

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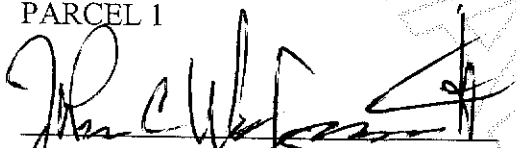
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- 9) These easements are to be held by the owner of Parcel 1 and Parcel 2, their heirs and successors and assigns as appurtenant to Parcel 1 and Parcel 2. The benefits, burdens and covenants of these easements and this Agreement shall be deemed to run with the land and bind the owners of Parcel 1 and Parcel 2, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

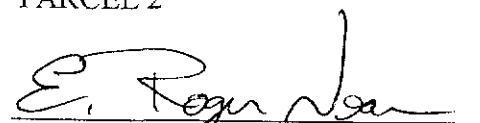
IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

Dated this 5th day of September, 2003.

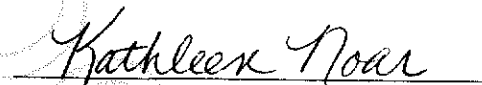
PARCEL 1


JOHN C. WALGAMOTT

PARCEL 2


E. ROGER NOAR


ELIZABETH WALGAMOTT


KATHLEEN NOAR

4724
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 12 2003

Amount Paid \$ 1.53
Skagit County Treasurer
By: DC Deputy

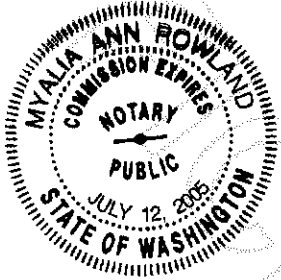
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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOHN C. WALGAMOTT the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: Sept 5, 2003

Myalia Ann Rowland
(Signature)

NOTARY PUBLIC

Myalia Ann Rowland
Print Name of Notary

My appointment expires: July 12, 2005

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that ELIZABETH WALGAMOTT is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: Sept 5, 2003

Myalia Ann Rowland
(Signature)

NOTARY PUBLIC

Myalia Ann Rowland
Print Name of Notary

My appointment expires: July 12, 2005

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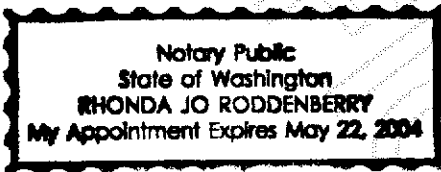
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State of Washington)
) ss
County of Skagit)

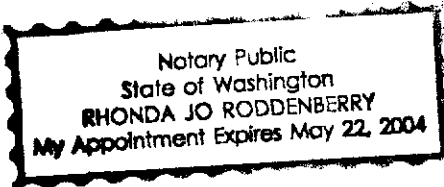
I certify that I know or have satisfactory evidence that E. ROGER NOAR is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: September 09, 2003
Rhonda Jo Roddenberry
(Signature)
NOTARY PUBLIC
Rhonda Jo Roddenberry
Print Name of Notary
My appointment expires: May 22, 2004

State of Washington)
) ss
County of Skagit)

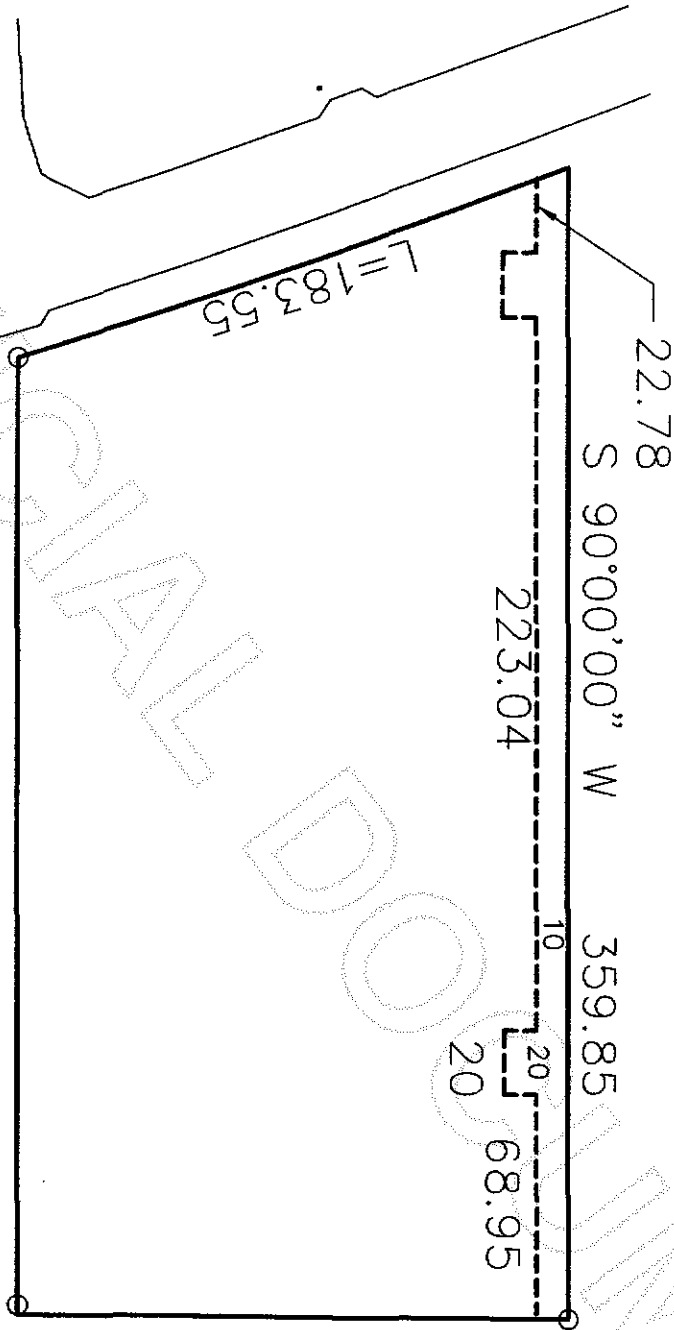
I certify that I know or have satisfactory evidence that KATHLEEN NOAR is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: September 09, 2003
Rhonda Jo Roddenberry
(Signature)
NOTARY PUBLIC
Rhonda Jo Roddenberry
Print Name of Notary
My appointment expires: May 22, 2003

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