

Return To:
Singteh Lu, Paul G. N. deVegvar
24412 McMurray Ridge Lane
Mount Vernon, WA 98274



200310060303
Skagit County Auditor

10/6/2003 Page 1 of 9 2:51PM

DOCUMENT TITLE:
Easement and Agreement

GRANTOR:
Michael and Astrid King

GRANTEE:
Claudia Shoemaker
Paul G.N. deVegvar and Singteh Lu

ABBREVIATED LEGAL DESCRIPTION:
Lot 9, Lake McMurray Estates, Vol.19, Pgs. 55-59

ASSESSOR'S TAX PARCEL NUMBER:
GRANTOR: P108067 (Lot 9)
GRANTEE: P108072, P108073 (Lot 14, and Lot 15)

EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT is granted and entered into this 30th day of Sept., 2003 by and between Michael and Astrid King (the King's) and Claudia Shoemaker (Shoemaker) and Singteh Lu and Paul G. N. deVegvar (deVegvar-Lu). In consideration of ten dollars (\$10.00) and other valuable consideration, the parties hereby agree, and the King's do hereby grant an easement, as follows:

1. **Grant of Easement.** The King's hereby grant to Shoemaker and deVegvar-Lu a non-exclusive, perpetual easement for existing water wells, pumps, electric power lines, valves, and water lines, and installation, repair, operation and maintenance thereof, over, under, and across the strip of land described on the attached Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E, which is incorporated herein, for the benefit of and only of Lots 14 and 15 of the Plat of Lake McMurray Estate, as per the map thereof recorded in Volume 19 of Plats, at page 55-59, Auditor's records of Skagit County, Washington, subject to the terms and provisions of this easement and agreement. Said existing wells are identified on the attached Exhibit C, which is incorporated herein, as 6" well cases for Lots 14 and 15.

2. **Installation and Maintenance.** Shoemaker and deVegvar-Lu have incurred and paid the costs of drilling and testing the wells. All costs associated with the purchase, installation, maintenance, operation and repair of said utilities for use of the wells shall be borne by the then current owners of Lots 14 and 15 when such costs are incurred. Installation of the pumps and related equipment, and all subsequent maintenance, shall be performed by a qualified technician.

3. **Water Disclaimer.** The King's make no representations or warranties concerning the quality and quantity, if any, of water that may be available from said wells, not the right to withdraw and use water from the wells.

4. **Use Limitation.** Use of the water from each well shall be for residential, domestic use only for not more than one dwelling unit and ancillary buildings. No structures, buildings, etc. relating to these wells and this easement will be allowed other than the existing 6" well cases, water meters, water valves, electrical power lines, water lines and electrical power poles.

5. **Aesthetics.** The easement and well areas shall be maintained in a neat and orderly manner, harmonious with surrounding use.

6. **Covenant.** This easement and agreement shall constitute a covenant against and shall run with the benefited and burdened lots, and be binding upon and inure to the benefit of the successors in interest to said Lots 15, 14 and 9.



200310060303
Skagit County Auditor

IN WITNESS WEHEREOF, this easement and agreement are signed this 30th
day of Sept, 2003

Claudia Shoemaker
Claudia Shoemaker

Michael King
Michael King

Singteh Lu
Singteh Lu

Astrid King
Astrid King

Paul G. N. deVegvar
Paul G. N. deVegvar

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
Paid

OCT 06 2003

STATE OF WASHINGTON)

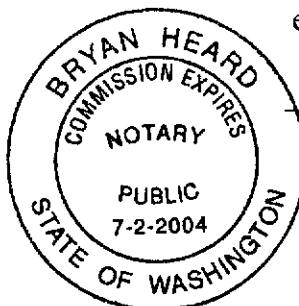
COUNTY OF Snohomish)

Amount Paid \$
Skagit County Treasurer
By: BH Deputy

I certify that I know or have satisfactory evidence that Michael King
and Astrid King signed this document and acknowledged it to be their free
and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/30/03

Bryan Heard
Notary Public in and for the State
of Washington. My commission
expires on



200310060303
Skagit County Auditor

STATE OF WASHINGTON)

COUNTY OF Skagit)

)ss

I certify that I know or have satisfactory evidence that Claudia Shoemaker signed this document and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: SEPT. 26, 2003



Markus P. Lervik

Notary Public in and for the State of Washington. My commission expires on

MAY 30, 2005

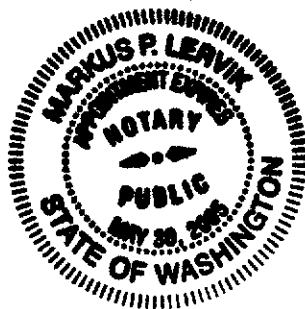
STATE OF WASHINGTON)

COUNTY OF Skagit)

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I certify that I know or have satisfactory evidence that Paul G. N. deVegvar and Singteh Lu signed this document and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: SEPT. 26, 2003



Markus P. Lervik

Notary Public in and for the State of Washington. My commission expires on

MAY 30, 2005



200310060303
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Exhibit A

Legal Description

A 10 foot wide easement for installation, maintenance, repair and operation of wells, water meters, water valves, waterlines, power poles and power lines under, above, and through the portion of Lot 9 in the Plat of Lake McMurray Estates filed in volume 19 of Plats at Pages 55-59 and as described in Exhibit B, Exhibit C, Exhibit D and Exhibit E, which is incorporated herein situated in Skagit County, Washington.



200310060303

Skagit County Auditor

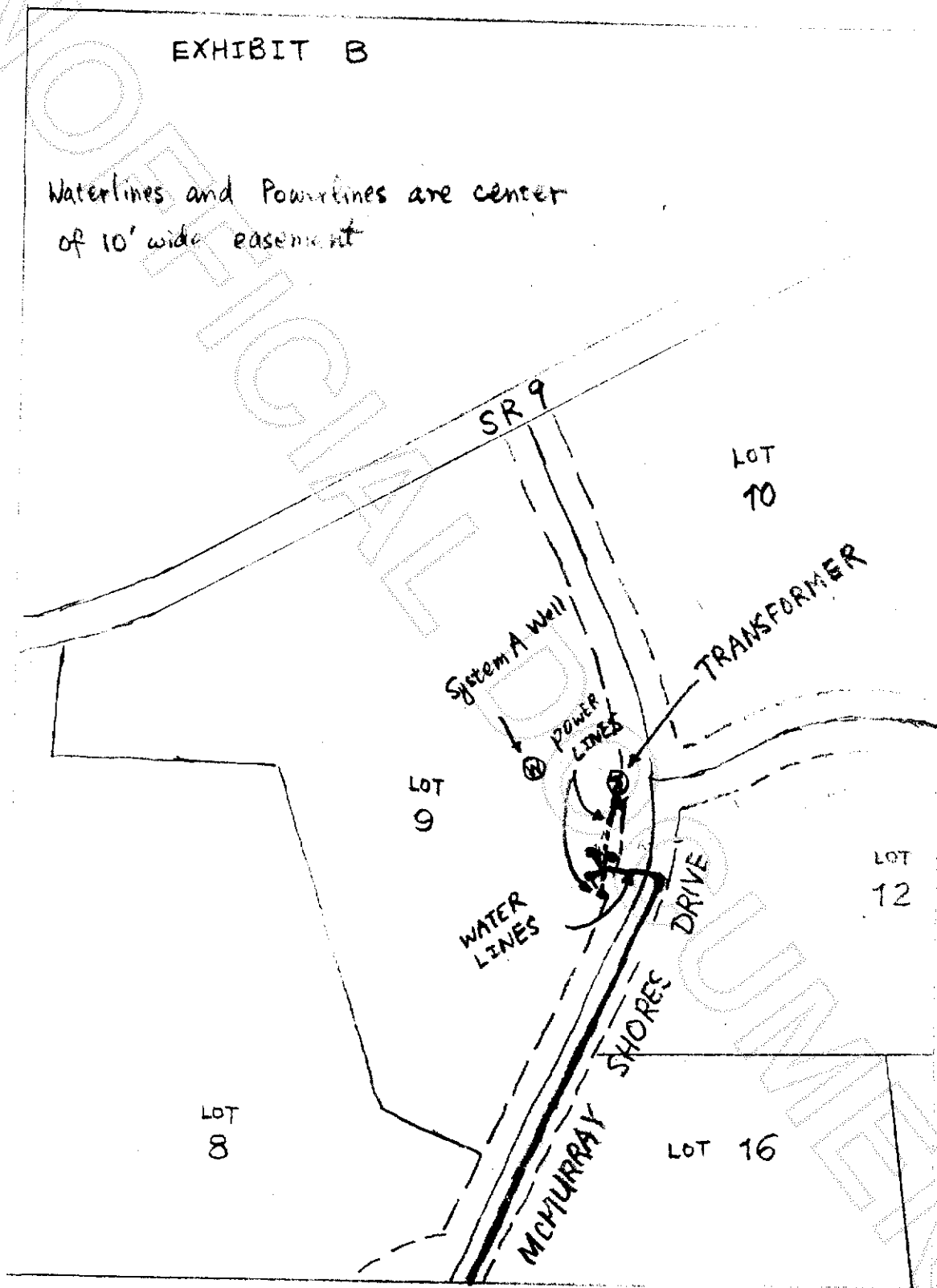
10/6/2003 Page

5 of

9 2:51PM

EXHIBIT B

Waterlines and Powerlines are center
of 10' wide easement



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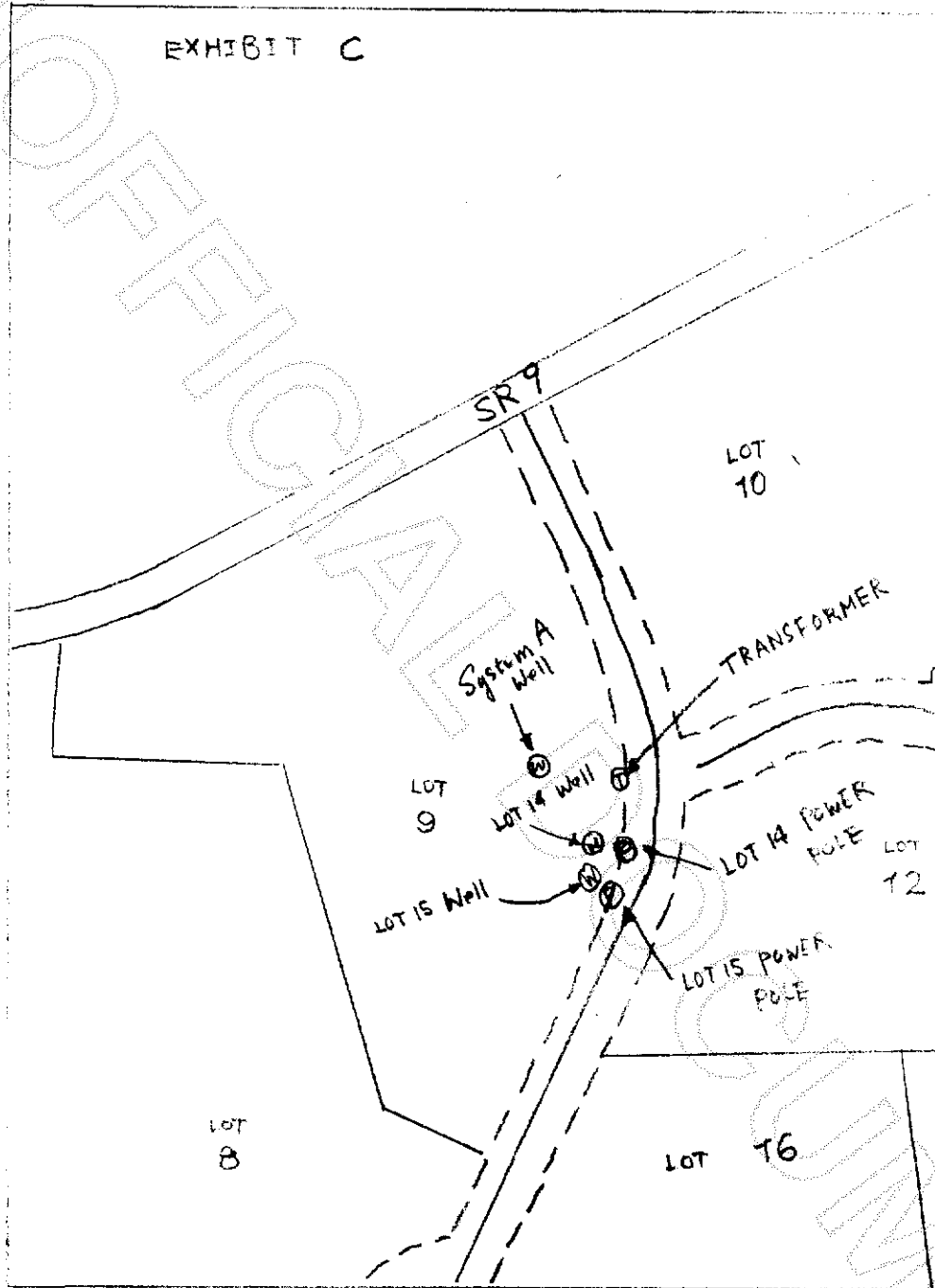
Skagit County Auditor

10/6/2003 Page

6 of

9 2:51PM

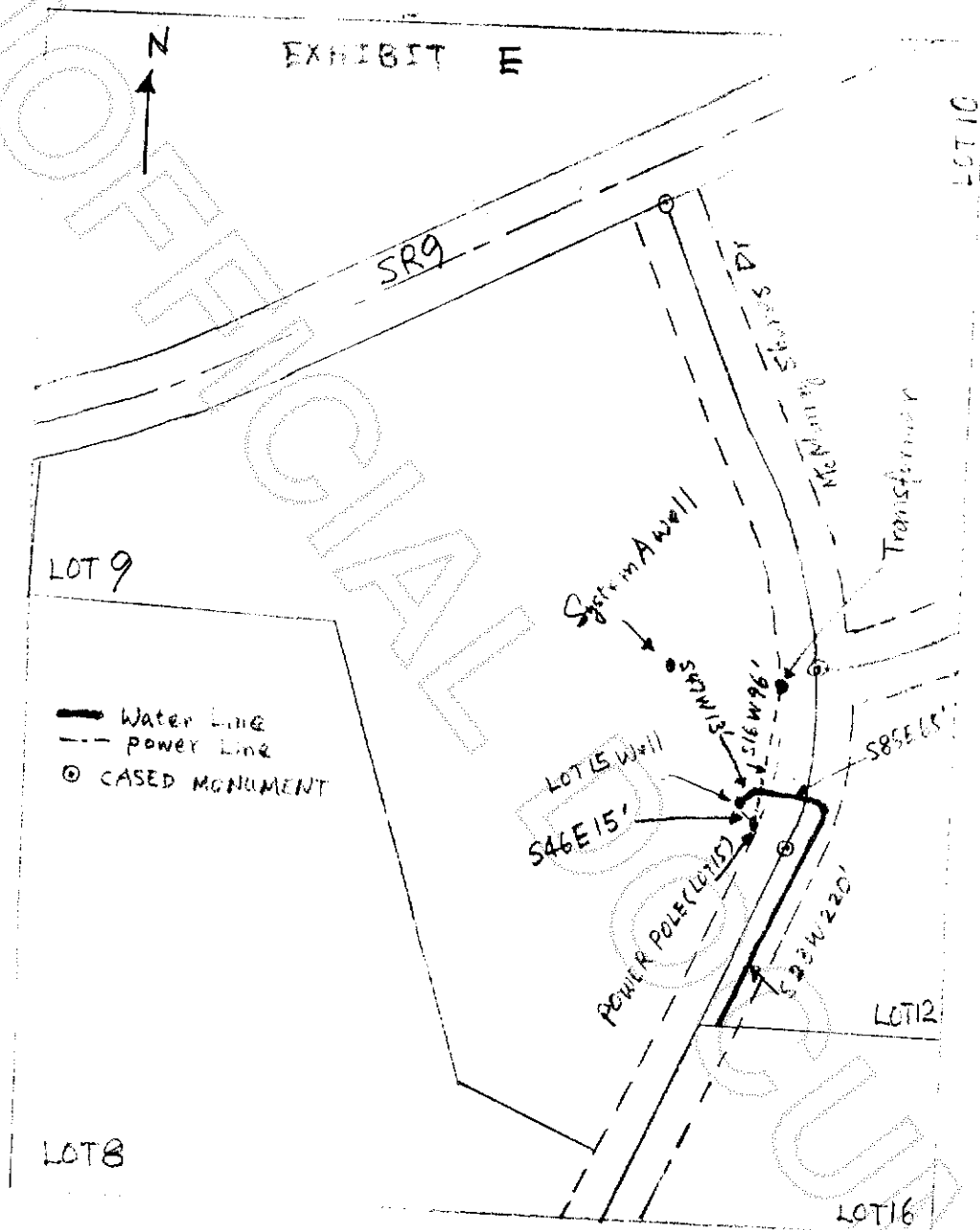
EXHIBIT C



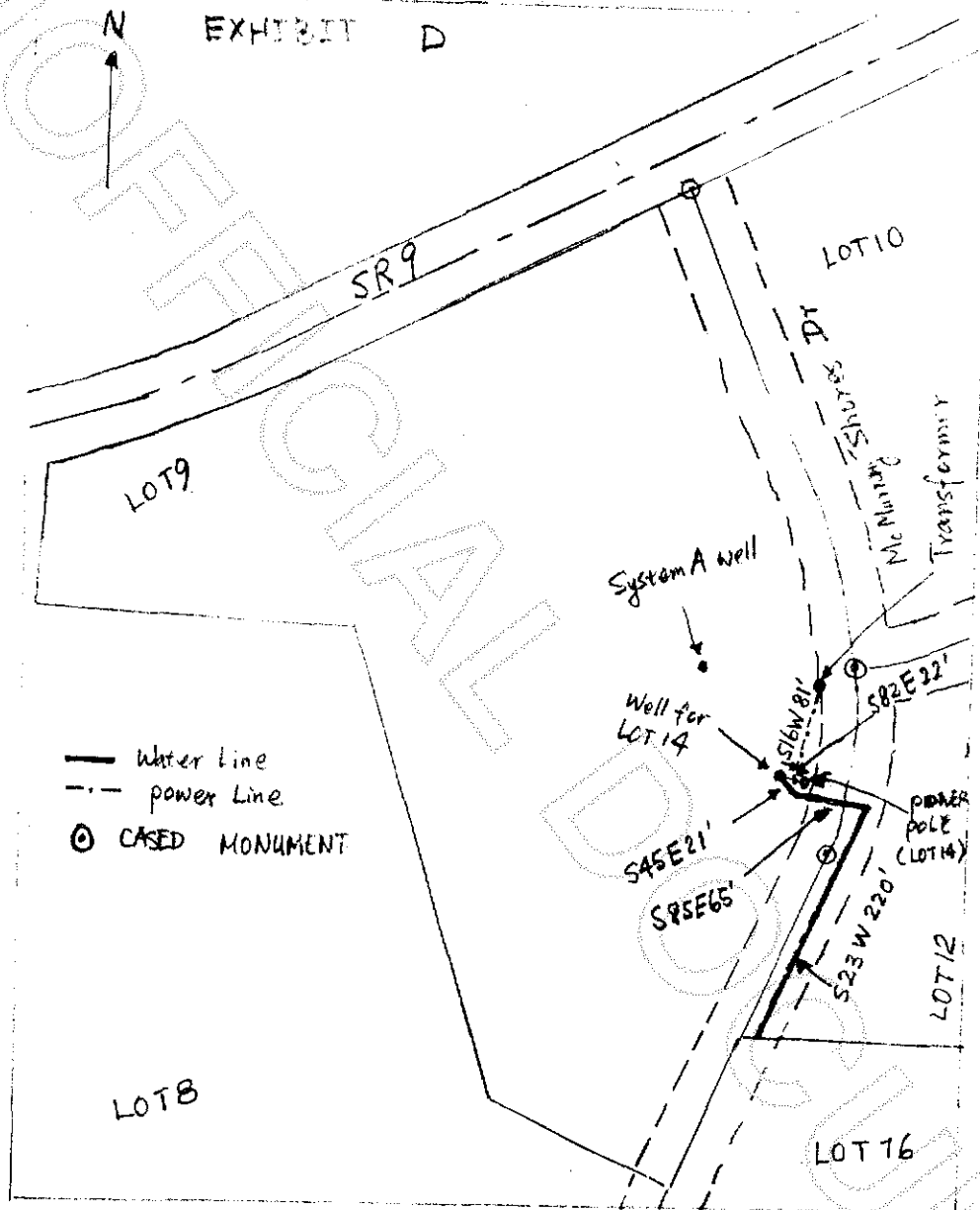
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EXHIBIT E



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