



200509080046

Skagit County Auditor

Return
Name and Address:

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Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Attn: John E. Veblen

DOCUMENT TITLE: Utility Easement

NAME OF GRANTOR: McIntyre Properties Limited Partnership,
a Washington limited partnership

NAME OF GRANTEE: McIntyre, David G., III,
Personal Representative of The Estate
of Jean R. McIntyre

ABBREVIATED LEGAL DESCRIPTION: Ptn Govt. Lots 2 and 3, Sect. 30, T 34 N,
R 5 E, W.M.

Additional or complete legal description is on
Exhibits A, B and C of document

ASSESSOR'S
PROPERTY TAX
PARCEL ACCOUNT
NUMBERS:

P30468
P30480

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into this 26th day of August, 2005, by and between McINTYRE PROPERTIES LIMITED PARTNERSHIP, a Washington limited partnership ("Grantor") and DAVID G. McINTYRE, III, Personal Representative of THE ESTATE OF JEAN R. McINTYRE ("Grantee").

Recitals

A. Grantor and Grantee finalized a boundary line adjustment between two adjacent real property parcels owned by them, as evidenced by that certain Record of Survey recorded in Skagit County, Washington on November 19, 2004, under Recording No. 200411190077.

B. Grantor is the owner of all that certain real property in Skagit County, Washington, described in Exhibit A attached hereto (the "**Servient Property**").

B. Grantee is the owner of all that certain real property in Skagit County, Washington, described in Exhibit B attached hereto (the "**Dominant Property**").

C. As part of, and in partial consideration for, the boundary line adjustment, the parties desire to acknowledge, confirm and reflect of record an easement over and across the Servient Property for the purposes hereinafter set forth.

Terms and Conditions

1. **Grant of Easement.** Grantor hereby grants, establishes and conveys to Grantee, its assigns and successors in interest in and to the Dominant Property and all portions thereof, a perpetual, nonexclusive easement (the "**Easement**") along, over, under and across that portion of the Servient Property described in Exhibit C attached hereto (the "**Easement Area**") for the purposes of installing, re-installing, using, maintaining, repairing, modifying, replacing, relocating and/or removing one or more water pipes, lines, pumps, connections, and/or related items (collectively, the "**Water Main**"), which are intended to provide or maintain water service to any and/or all portions of the Dominant Property (for domestic use, irrigation, or any other lawful purpose), and Grantee hereby accepts the Easement on the terms and conditions herein contained.

2. **Access.** Grantor also grants to Grantee access to, over and across the unimproved portions of the Servient Property adjacent to the Easement Area to the extent



reasonably necessary to effectuate any of the purposes for which the Easement is granted.

3. **Compliance with Law.** Grantee shall have, at its option and its sole cost and expense, the right to improve, upgrade, or replace any existing parts of the Water Main within the Easement Area and may construct such portions of the Water Main as Grantee may require in connection with its use of the Dominant Property. The Water Main and any and all improvements thereof shall comply with all applicable laws and regulations.

4. **Maintenance Obligations.** Except where damaged by the willful, reckless or negligent acts of Grantor or Grantor's agents, employees or invitees, Grantee shall be solely responsible for maintaining and repairing the Water Main to the full extent required by Grantee. Grantee shall also repair, at its expense, any damage to or disturbance of the Servient Property and/or any roads, utility lines or improvements thereon caused by any exercise of Grantee's rights under this Agreement, and shall return the same to the condition existing immediately prior to such damage or disturbance.

5. **Restriction on Grantor's Use.** Grantor agrees that it shall not use the Servient Property for any purpose inconsistent with the rights of Grantee under this easement. In particular, Grantor shall not take any action, make any improvements or enter into any contracts, agreements or restrictions that foreseeably would impair any of Grantee's rights under this Agreement.

6. **No Implied Termination.** The Easement shall not be terminated by implication, nonuse or abandonment, and no release of the Easement shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect executed by all of the then owners of the Dominant Property.

7. **Enforcement.** This Agreement is specifically enforceable and in the event either party brings any action to so enforce this Agreement or recover any damages as a result of any breach hereof, the prevailing party shall be reimbursed by the losing party for its costs and attorneys' fees therein incurred.

8. **Successors and Assigns.** The terms, covenants and conditions contained in this Agreement shall run concurrently and respectively with the Dominant Property and with the Servient Property and shall bind and inure to the benefit of the parties hereto and their respective successors in interest to the Dominant Property and/or to the



Servient Property. However, no party or successor shall be liable under this Agreement for any breach of the terms, covenants, and/or conditions that occur after the date such party or successor conveys all of his/her/its interest in the Dominant Property or the Servient Property, as the case may be, to any other person or entity; provided, that the party or successor so conveying has not prompted or caused such breach.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the Easement and may not be modified except by a recorded agreement executed by such parties or their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

McINTYRE PROPERTIES LIMITED
PARTNERSHIP, a Washington limited partnership

By David G. McIntyre, III
David G. McIntyre, III
General Partner

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 07 2005

Amount Paid \$
Skagit Co. Treasurer
By Deputy

AGREED TO AND ACCEPTED:

GRANTEE:

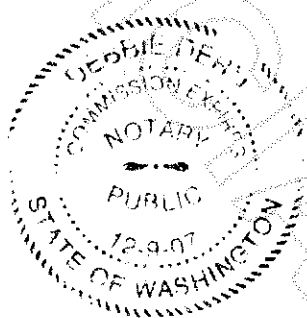
David G. McIntyre, III
DAVID G. McINTYRE, III, Personal
Representative of The Estate of Jean R. McIntyre



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me DAVID G. McINTYRE, III, to me known to be the personal representative of The Estate of Jean R. McIntyre, and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of August,
2005



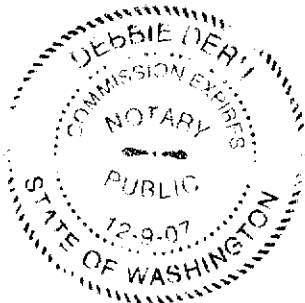
Signature: [Handwritten Signature]

Name (Print): Debbie Dern
NOTARY PUBLIC in and for the State of
Washington, residing at Monroe
My appointment expires: 12-9-07

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me DAVID G. McINTYRE, III, to me known to be the General Partner of McINTYRE PROPERTIES LIMITED PARTNERSHIP, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said partnership.

Given under my hand and official seal this 26th day of August,
2005



Signature: [Handwritten Signature]

Name (Print): Debbie Dern
NOTARY PUBLIC in and for the State of
Washington, residing at Monroe
My appointment expires: 12-9-07



EXHIBIT A

[SERVIENT PROPERTY]

PARCEL "AA" OF SURVEY RECORDED UNDER AUDITOR'S FILE #200411190077. ALSO KNOWN AS THAT PORTION OF GOVERNMENT LOTS 2 AND 3 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE EAST-WEST CENTER SECTION LINE AND THE NORTH LINE OF SAID GOVERNMENT LOT 3, SOUTH 89°44'03" EAST, A DISTANCE OF 585.87 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°15'57" WEST, A DISTANCE OF 68.79 FEET; THENCE PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 3, SOUTH 89°44'03" EAST, A DISTANCE OF 365.88 FEET; THENCE NORTH 65°00'00" EAST, A DISTANCE OF 161.18 FEET TO A POINT ON SAID NORTH LINE OF GOVERNMENT LOT 3, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE REAL PROPERTY DESCRIBED AS PARCEL 2 IN THE CORRECTED QUIT CLAIM DEED, RECORDED UNDER AUDITOR'S FILE NUMBER 9403230030, RECORDS OF SKAGIT COUNTY; THENCE LEAVING SAID POINT, ALONG THE NORTHEAST LINE OF SAID PARCEL 2, NORTH 44°06'30" WEST, A DISTANCE OF 177.37 FEET; THENCE LEAVING SAID NORTHEAST LINE, SOUTH 89°44'03" EAST, A DISTANCE OF 278.12; THENCE SOUTH 30°58'54" EAST, A DISTANCE OF 148.30 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE EAST LINE OF GOVERNMENT LOT 3, SOUTH 01°35'27" WEST, A DISTANCE OF 653.69 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF SAID GOVERNMENT LOT 3; THENCE ALONG SAID SOUTH LINE OF THE NORTH ONE HALF OF GOVERNMENT LOT 3, NORTH 89°51'15" WEST, A DISTANCE OF 1,328.46 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3; THENCE ALONG LAST SAID WEST LINE, NORTH 01°34'50" EAST, A DISTANCE OF 656.47 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THAT PORTION WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

SURVEY RECORDED UNDER AUDITOR'S FILE #200411190077

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EXHIBIT B

[DOMINANT PROPERTY]

THAT PORTION OF GOVERNMENT LOTS 2 AND 3 OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE ALONG THE EAST-WEST CENTER SECTION LINE AND THE SOUTH LINE OF SAID GOVERNMENT LOT 2, SOUTH 89°44'03" EAST, A DISTANCE OF 585.87 FEET TO A POINT ON THE CENTERLINE OF THE COUNTY ROAD, SAID CENTERLINE BEING ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS NORTH 89°02'31" WEST, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTHERLY, ALONG SAID CENTERLINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°17'14", AN ARC LENGTH OF 285.00 FEET TO THE INTERSECTION WITH THE NORTHEAST LINE OF THE REAL PROPERTY DESCRIBED AS PARCEL 1 IN THE CORRECTED QUIT CLAIM DEED, RECORDED UNDER AUDITOR'S FILE NUMBER 9403230030, RECORDS OF SKAGIT COUNTY; THENCE ALONG LAST SAID NORTHEAST LINE, SOUTH 44°06'29" EAST, A DISTANCE OF 371.09 FEET TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE ALONG LAST SAID SOUTH LINE SOUTH 89°44'03" EAST, A DISTANCE OF 161.64 FEET TO THE SOUTHEAST CORNER OF THE REAL PROPERTY DESCRIBED AS PARCEL 2 IN THE CORRECTED QUIT CLAIM DEED, RECORDED UNDER AUDITOR'S FILE NUMBER 9403230030, RECORDS OF SKAGIT COUNTY; THENCE LEAVING SAID SOUTH LINE OF GOVERNMENT LOT 2, SOUTH 65°00'00" WEST, A DISTANCE OF 161.18 FEET; THENCE NORTH 89°44'03" WEST, A DISTANCE OF 365.88 FEET; THENCE NORTH 00°15'57" EAST, A DISTANCE OF 68.79 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THERE FROM THAT PORTION WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

SURVEY RECORDED UNDER AUDITOR'S FILE #200411190077.

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EXHIBIT C

[EASEMENT AREA]

AN EASEMENT FOR THE USE, INSTALLATION, AND MAINTENANCE OF A WATER SERVICE PIPELINE, OVER, UNDER AND UPON THAT PORTION OF GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE ALONG THE EAST-WEST CENTER SECTION LINE AND THE NORTH LINE OF SAID GOVERNMENT LOT 3, SOUTH 89°44'03" EAST, A DISTANCE OF 585.87 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°15'57" WEST, A DISTANCE OF 15.00 FEET; THENCE ALONG A LINE 15.00 FEET SOUTH OF, AND PARALLEL WITH, SAID NORTH LINE OF SAID GOVERNMENT LOT 3, NORTH 89°44'03" WEST, A DISTANCE OF 586.10 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 3 AND THE WEST LINE OF SAID SECTION 30; THENCE NORTH ALONG SAID LAST DESCRIBED WEST LINE, NORTH 01°34'50" EAST, A DISTANCE OF 15.00 FEET, PLUS OR MINUS, TO THE POINT OF BEGINNING.

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