

RETURN TO:

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Mount Vernon, WA 98274
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200603130200
Skagit County Auditor

3/13/2006 Page 1 of 4 4:09PM

WATERLINE UTILITY EASEMENT

THIS AGREEMENT is made this 10th day of March, 2006, among **J. WILLIAM TAYLOR** and **PATRICIA ANN TAYLOR**, husband and wife, hereinafter referred to as "Grantors" and **RANDY L. WALTSCHMIDT** and **CINDY WALTSCHMIDT**, husband and wife, hereinafter referred to as "Grantees".

Witnesseth:

WHEREAS, Grantors are the owners of certain lands and premises situated in the County of Skagit, legally described as follows:

Lot 1 of Short Plat 95-040 recorded under Skagit County Auditor's File No. 9701100062 on January 10, 1997 being a portion of the southeast quarter of the southwest quarter of Section 35, Township 36 North, Range 3 East, W.M., Situated in Skagit County, State of Washington. Subject to easements of record. *TAX PARCEL NO 360335-3-008-0208*
TAX PARCEL NO 360335-3-008-0500

WHEREAS, Grantees are the owners of certain lands and premises situated in the County of Skagit, legally described as follows:

That portion of Government Lot 2, Section 2, Township 35 North, Range 3 East, W.M., northerly and easterly of Bow Hill Road as existed on April 30, 1967, except that portion deeded to Skagit County for road purposes by deed recorded May 16, 1973, under Auditor's File No. 785077. *TAX PARCEL NO 350302-0-005-0017*
Situated in the County of Skagit, State of Washington.

NOW, THEREFORE, Grantors, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT: Grantors grant to Grantees an exclusive perpetual ten (10) foot waterline utility easement, over, under a strip of land in the south eastern portion to access the water tank owned by the Blanchard-Edison Water Association to Grantees' residence. The waterline is already installed and this easement is to authorize its installation and fix its location as and where installed. Grantees shall have the sole responsibility to repair and maintain said waterline, provided that Grantees restores the property as near as possible to its original condition after work being done.

TERMS AND CONDITIONS: This easement for waterline utility is subject to the following terms and conditions:

1. **Purposes.** The Grantees shall have the right at all times to enter upon Grantors' property described above for the purpose of inspecting, maintaining, improving, repairing, constructing, reconstructing, locating and relocating the waterline, except that the waterline itself may not be moved from its initial location without the express written permission of Grantors, their successors and assigns.
2. **Costs.** The cost of any inspection, maintenance, repair, construction, and any improvements thereto shall be borne solely by Grantees.
3. **Compliance with Laws and Rules.** Grantees herein shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
4. **Access Retained by Grantors.** Grantees shall make provisions satisfactory to Grantors for continued access by Grantors along, over and across the easement area during periods in which the Grantees are conducting construction or other activities. Grantees shall provide to Grantors the exact location upon completion of construction of said waterline and said actual location shall constitute the easement when in place.
5. **Vacation/Termination of Easement.** In the event other public water waterlines are installed and available to the Grantees' property and Grantees have hooked up to said waterlines and/or if then Grantees ceases to use the waterline for a period of three (3) successive years, this agreement shall terminate and revert to Grantors, their successors and assigns.
6. **Removal of Waterline.** Upon termination of this agreement, Grantees, their heirs and assigns, shall properly remove from the easement area any waterlines and restore the ground to the condition now existing or, in the alternative, take such mutually agreeable measures to minimize the impact of said waterline remaining on the property, which may include the outright abandonment of the improvements. Such work, removal, and restoration shall be done at the sole cost and expense of the Grantees in a manner satisfactory to Grantors and Grantors' successors and assigns.
7. **Reservation of Rights.** Grantors reserve all rights with respect to their property including, without limitation, the right to grant easements, licenses, permits, to others subject to the rights contained in this agreement so long as such rights do not conflict with the provision herein.



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