



200704270158
Skagit County Auditor

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When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, WA 98283

Easement for Utilities and Maintenance

Grantor: Mount Vernon School District No. 320

Grantee: Mount Vernon Christian School, a Washington Non-profit Corporation

Legal Description:

A Water Pipeline Easement in a portion of the East 5 acres of the Northwest 1/4 of the Southeast 1/4 and the West half of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M.

Situated in the County of Skagit, State of Washington.

Full Legal Description attached as Exhibit A.

Assessor's Property Tax

Parcel or Account No.: P29221

Reference #s of Documents

Assigned/Released: None

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 27 2007

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

AGREEMENT

This agreement is made this 11th day of April in the year 2007, by and between the Mount Vernon School District No. 320, Grantor (herein after "Grantor"), and Mount Vernon Christian School, a Washington Non-profit Corporation, Grantee (herein after "Grantee").

1. **Grant of Easement.** The Grantor hereby grants to the Grantee a non-exclusive, perpetual easement (the "easement") over, under, through, and across Grantor's property described in Exhibit A, attached hereto, and made a part hereof by this reference. Said easement shall be for the purpose of connecting to the existing fire protection water line on the property of Grantor and for underground utilities described as follows: An eight inch (8") diameter Water pipeline, together with the right of ingress and egress for purposes of installing and maintaining the described utilities. Said

ORIGINAL

easement benefits the property of the Grantee, which property is described in Exhibit B as Parcels A, B, and C, which is attached hereto, and made a part hereof by this reference. The utility easement shall be appurtenant to the Grantee's property described in Exhibit B, and shall be a covenant running with the land in perpetuity.

2. Installation and Maintenance. The Grantee shall assume primary responsibility for directing any work in respect to installation, maintenance, repair, or replacement of the utility line, provided, however, that Grantee shall give notice of intent to undertake work in regard to such installation, maintenance, repair, or replacement of the utility not less than ten days from date of commencement of the intended service. The parties agree that whenever possible such maintenance, repair, or replacement shall be performed in a manner so as to cause the least disruption necessary to the parties hereto. *If Grantor determines that the date scheduled for service will interfere with Grantor's operations on the property, then Grantor shall provide a reasonable alternative date for performance of the service.* In the event that any maintenance, repair, or replacement is required on an emergency basis, the Grantee shall give as much notice to the Grantor as is reasonably possible under the circumstances. The Grantee will install an 8-inch double detector check assembly at its connection on Blackburn Road. The goal in creating this easement and establishing the pipeline as between the Grantor and the Grantee is to create a loop fire line system to service the parties' properties. The Grantor agrees to continue to maintain its existing pipeline system, to which the Grantee's pipeline will be connected.

3. Restoration of the Surface of the Ground. As part of the installation, maintenance, repair, or replacement of the said utility, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of asphalt, bioswale area, shrubs, and landscaping. Such expense shall be borne by the Grantee.

4. Compliance of Laws and Rules. The parties agree that all work to be performed in respect to the maintenance, repair, or replacement of the said utility shall be accomplished in accordance with applicable rules and regulations of any public authority having jurisdiction over the property and the specific utility installation.

5. Coordination of Activities. The parties agree that they shall make reasonable attempts to coordinate any planned improvements or maintenance within the easement area.

6. Work Standards. All work to be performed pursuant to the requirements of this agreement shall be in accordance with plans submitted to and approved by the other party (as the same may be required), and shall be completed in a careful and workmanlike manner. In the event of replacement or relocation of any utility, an *as-built* drawing shall be prepared by the person performing the work and provided to both Grantor and Grantee, showing the location and depth of the utilities placed underground within the easement area.

7. Construction. During any period of construction, satisfactory provision for each party to have necessary access along, over, and across the easement area shall be made. The Grantee shall obtain an indemnity agreement from Grantee's contractor and subcontractors in respect to any installation



of pipeline on the Grantor's property. *Such construction agreements shall name Grantor as an indemnified party under the contract.* The Grantee shall obtain coverage under the contractor's insurance, listing the Mount Vernon School District No. 320 as an additional insured under the contractor's insurance policy for any installation or maintenance project. For illustrative and construction purposes, the pipeline area and certain installation specifications are identified in Exhibit C, attached hereto, which is incorporated by this reference.

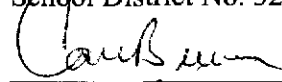
8. Attorney's Fees and Venue. The parties agree that any disputes in regard to any term of this agreement or enforcement hereof shall be resolved first by reasonable attempt at mediation, and failing that, by arbitration in accordance with the Mandatory Arbitration Rules applicable in the county where the property is located, together with the general rules for mandatory arbitration found in RCW 7.05. Venue for any action concerning this agreement shall be in Skagit County. Both parties consent to the jurisdiction of the Superior Court in respect to all claims pertaining to this agreement. In the event of a dispute between the parties regarding the rights and responsibilities or obligations created by this agreement, or in the event any action is taken to enforce any term of this agreement, then the most prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court by the least prevailing party.

9. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

DATED April 11, 2007.

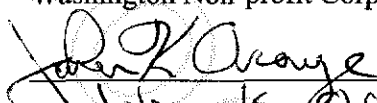
GRANTOR:

Authorized Signature of Mount Vernon
School District No. 320 Representative:

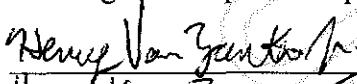

Carl Bruner
(please print full name)

GRANTEE:

Mount Vernon Christian School, a
Washington Non-profit Corporation:


John K. Orange President
(please print full name)

Mount Vernon Christian School, a
Washington Non-profit Corporation:


Henry VAN ZANTEN SR, Secretary
(please print full name)

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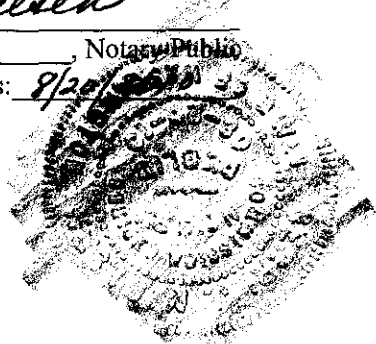
8 3:00PM

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Carl Bruner
(Authorized Mount Vernon School District No. 320 Representative) is the person who appeared before me;
that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged as the Authorized Representative of the Mount Vernon School
District No. 320, to be the free and voluntary act of him/her for the uses and purposes contained in the
instrument.

DATED: April 11, 2007.

Geri Paulsen
Notary Public
My commission expires: 8/20/2011



State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that John K Orange is the
person who appeared before me; that he/she acknowledged that he/she signed this instrument, on oath stated
that he/she was authorized to execute the instrument and acknowledged as the President of the Mount Vernon
Christian School, a Washington Non-profit Corporation, to be the free and voluntary act of him/her for the
uses and purposes contained in the instrument.

DATED: April 20, 2007.

John K Orange
Notary Public
My commission expires: 1-19-08

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Easement For Utilities

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Skagit County Auditor

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Henry van Zanten is the person who appeared before me; that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged as the Secretary of the Mount Vernon Christian School, a Washington Non-profit Corporation, to be the free and voluntary act of him/her for the uses and purposes contained in the instrument.

DATED: April 20, 2007.

John D. Stroup
John D. Stroup Notary Public
My commission expires: 1-19-08

NOTARY PUBLIC
WASHINGTON
PIRES



WATER PIPELINE EASEMENT

A Water Pipeline Easement in a portion of the East 5 acres of the Northwest 1/4 of the Southeast 1/4 and the West half of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the South 5 acres thereof, AND EXCEPT that portion lying east of the centerline of Cleveland Avenue extended south; AND EXCEPT roads, ALSO EXCEPT that Westerly portion thereof conveyed to the Mount Vernon Christian School by deed dated January 28, 1994, and recorded as Auditor's File No. 9402040122, said Water Pipeline Easement being described as follows:

Beginning at the Northeast corner of Lot 2, Short Plat No. MV-2-94, as approved April 20, 1994, recorded April 20, 1994 in Volume 11 of Short Plats, page 67, under Auditor's File No. 9404200030, records of Skagit County, Washington, and being in the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M.;

thence South $00^{\circ}31'10''$ West 603.40 feet along the East line of said Lot 2 to the TRUE POINT OF BEGINNING of said Water Pipeline Easement;

thence continue South $00^{\circ}31'10''$ West 30.00 feet along said East line of Lot 2;

thence North $89^{\circ}36'14''$ East 210.00 feet;

thence North $00^{\circ}31'10''$ East 30.00 feet parallel with said East line of lot 2;

thence South $89^{\circ}36'14''$ West 210.00 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Mount Vernon, Skagit County, Washington.



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EXHIBIT

A

Exhibit B

PARCEL A - P28833

That portion of the Northwest 1/4 of the Southeast 1/4 known as Tract A Short Plat 81-78 recorded under Auditor's File No. 888915 and Tract 2 Short Plat No. 9-88 recorded under Auditor's File No. 8804010056 EXCEPT the North 200 feet of said Short Plat and Tract 2 Short Plat No. 2-94 recorded under Auditor's File No. 9404200030.

Situate in the County of Skagit, State of Washington.

PARCEL B - P117319 / P106746

The East 14 acres of the following described tract:

The West 17.5 acres of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the South 20 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL C - P28844

Parcel "1":

That portion of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 lying Easterly of Britt's Slough, and the West 17.5 acres of the South 1/2 of the Northwest 1/4 of the Southeast 1/4, of Section 30, Township 34 North, Range 4 East, W.M., EXCEPT the South 20 feet AND EXCEPT the East 14 acres of the remainder.

Situate in the County of Skagit, State of Washington.

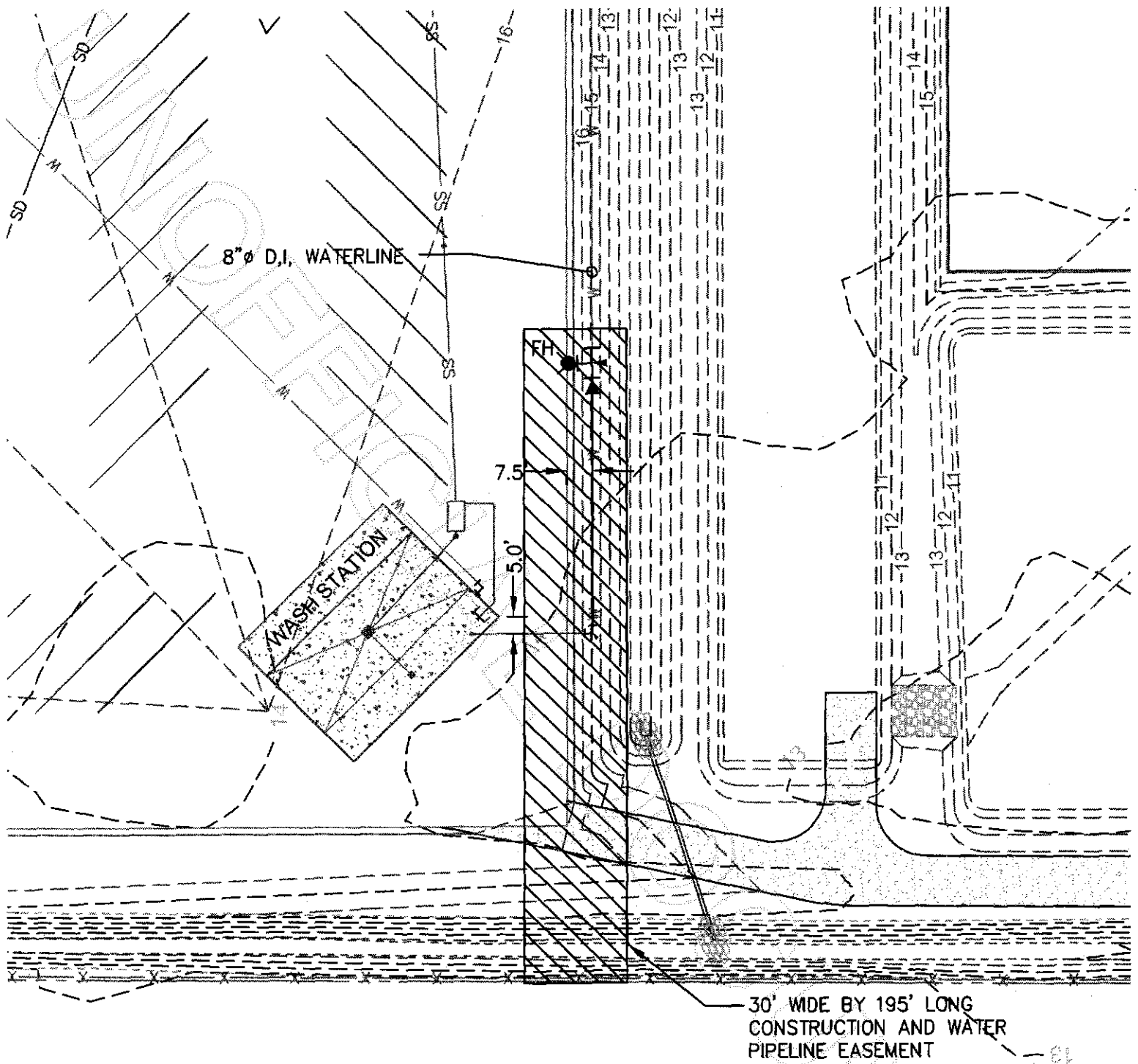
Parcel "2":

The South 20 feet of the West 17.5 acres of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



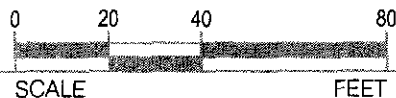
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! - WASH STATION



M.V. PROJ

EXHIBIT

C