



201010220062

Skagit County Auditor

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RESERVATION OF EASEMENT DEED FOR WATERLINE AND LIMITED WELL WATER RIGHTS

Reference Nos.: 200109190043/200707100103
Section, Township and Range: Sec. 8, T 35N, R 2 E
Tax Parcel No./Account No.: 3999-000-020-0102/P69156
3999-000- 020-0201/P69157

Grantor: Hallie B. Tanha
Grantee: Hallie B. Tanha

THIS RESERVATION OF EASEMENT DEED is made and entered into this _____ day of October, 2010 by and between Hallie B. Tanha, a single woman ("Grantor"), and Hallie B. Tanha, ("Reservation Grantee").

RECITALS:

- a. Grantor is the owner of the real property legally described on Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Grantor's Property").
- b. Grantor/Reservation Grantee is also the owner of real property legally described on Exhibit "B," attached hereto and by this reference incorporated herein (hereinafter "Reservation Grantee's Property").
- c. Located on Grantor's Property is a well constructed by Grantor's predecessor in interest. This well served a number of neighboring properties until Skagit County officials required that the other properties to each install individual wells. Currently Grantor's Property and Reservation Grantee's property and one other adjacent property, which has a license to use water from said well, are using the water from said well. It is uncertain whether the other properties, except for Grantor's Property, will continue in the future to be authorized by Skagit County officials to use water from the well on Grantor's Property.

- d. Grantor, by this deed, intends to reserve to herself, her successors, heirs and assigns a non-exclusive perpetual waterline easement with its appurtenances within that portion of Grantor's Property for access under, and across a five-foot wide strip of land from the well head directly to the residence located on Reservation Grantee Property.
- e. Grantor, by this deed, further intends to limit the amount of well water that can be withdrawn from said well by this Reservation of Easement Deed so as to preserve the amount of water available to Grantor's Property

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE FOLLOWING RESRVATION OF WATERLINE EASEMENT AND LIMITED RIGHT TO WATER FROM WELL ON GRANTOR'S PROPERTY IS SET FORTH BELOW:

1. Reservation of Easement/Deed of Easement. Grantor hereby grants to Reservation Grantee, and/or hereby reserve unto Reservation Grantee, a non-exclusive perpetual easement with appurtenances for a waterline, under and across a five-foot strip of land from the well head directly to the residence located on Reservation Grantee Property. The waterline, where it is currently located, shall define the centerline of this easement grant.

2. Other Conditions. This waterline easement is subject to the following conditions:

- a. **Inspection by Reservation Grantee.** The Reservation Grantee shall have the right at all times to enter upon Grantor's property described above for the purpose of inspecting, maintaining, improving, repairing, constructing, reconstructing the waterline, except that the waterline itself may not be moved from its present location without the express written permission of Grantor, her successors and assigns.
- b. **Maintenance and Repair.** Reservation Grantee, her successors, heirs and assigns hereby covenant and agree with that she will pay for any required upkeep, maintenance, and replacement of the installed waterline pursuant to this easement and restore the surface easement to its previous condition if any maintenance and repair is required. Grantor covenants and agrees not to block or restrict access to the easement or damage the easement.
- c. **Costs.** The cost of any inspection, maintenance, repair, construction, and any improvements thereto shall be borne solely by Reservation Grantee.
- d. **Compliance with Laws and Rules.** Reservation Grantee herein shall at all times exercise the 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.

e. **Access Retained by Grantor.** Reservation Grantee shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the easement area during periods in which the Reservation Grantee is conducting repair, maintenance, or other activities.

3. **Limit on Water Right.** Reservation Grantee, her heirs, successors and assigns are limited to not more than seventy (70) gallons of water per day as normal indoor household use. No outdoor water use is authorized. Grantor may install a meter on the water line or well to monitor such use. If Reservation Grantee, her heirs, successors and assigns exceeds the above amount over a period of one week (490 gallons), or uses the water for outdoor use, then Grantor may revoke, at Grantor's sole discretion, and this right to well water this easement. This revocation is not subject to the dispute resolution below

4. **Dispute Resolution.** If any disputes arise between Grantor, her heirs, successors and assigns and Reservation Grantee's heirs, successors and assigns, each party agrees to exercise their best efforts and good faith to resolve any problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for The Superior Court of Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable and that the prevailing party shall be awarded its reasonable attorney fees and costs as part of the Arbitrator's decision.

5. **Binding on Heirs, Successors and Assigns.** The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantor's Property and the Reservation Grantee's Property, the Grantor and Reservation Grantee, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns. The parties agree to exercise their best efforts and good faith to resolve problems associated with the easement.

6. **Miscellaneous.** This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements which may modify or affect this easement agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

GRANTOR:

RESERVATION GRANTEE:

Hallie Tanha
HALLIE B. TANHA

Hallie Tanha
HALLIE B. TANHA

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that HALLIE B. TANHA, as Grantor herein, appeared personally before me and signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED October 22, 2010.



Alana Pizzuto
NOTARY PUBLIC
Appointment Expires: 4-10-2012

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that, HALLIE B. TANHA, as Reservation Grantee, personally appeared before me and signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED October 22, 2010.



Alana Pizzuto
NOTARY PUBLIC
Appointment Expires: 4-10-2012

instrument
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 22 2010

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Amount Paid \$0
Skagit Co. Treasurer
By nam Deputy

EXHIBIT A

That portion of Lot 20, lying south of the line which is 150 feet north of and parallel to the south line of said Lot 20, "Shore Acres Addition to Guemes Island", according to the plat recorded in Volume 7 of Plats, Pages 90 and 91, records of Skagit County, Washington.

Subject, however, to provision contained in the dedication of said plat, as follows:

And do further dedicate to the present and future owners within Government Lot 3, Section 8, Township 35 North, Range 2 East, W.M., all of platted lot 13 for spring and/or other usages.



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EXHIBIT B

Parcel "A"

The Easterly 80 feet of the South 150 feet of Lot 20, "Shore Acres Addition to Guemes Island", according to the plat recorded in Volume 7 of Plats, Pages 90 and 91, records of Skagit County, Washington.

Situate in Skagit County, State of Washington

Parcel "B"

Non-exclusive for road and utility purposes over, along, under and across the North 12 feet of the South 150 feet of Lot 20, "Shore Acres Addition to Guemes Island", according to the plat recorded in Volume 7 of Plats, Pages 90 and 91, records of Skagit County, Washington.

Situate in Skagit County, State of Washington

Subject to all covenants, conditions, restrictions, agreements and easements of record including but not limited to, those shown on Schedule "B-1" of Land Company's Preliminary Commitment No. 126363-pa.



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