



201011040075

Skagit County Auditor

LAND TITLE OF SKAGIT COUNTY

137432-8c

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WELL AND WATER SYSTEM INSTALLATION OPERATION AND MAINTENANCE EASEMENT

THIS WELL AND WATER SYSTEM INSTALLATION, OPERATION AND MAINTENANCE EASEMENT ("Agreement") is made this 4th day of November 2010 by and between JOEL and TAMI HYLBACK ("Hylback"), and ERIC and PATTY WEETH ("Weeth").

RECITALS

1. Hylback, until on or about the date of this Agreement, owned two parcels of real property located in Skagit County, one legally described as Exhibit A as per Short Plat No. 99-0016, Auditor's File No. 199910280103 (hereinafter referred to as Lot A) and a second parcel legally described as Lot C-1 as shown on alteration of short plat (CaRD) PL00-0301, approved September 12, 2000, under Skagit County Auditor's File No. 200009150019, and revised March 29, 2004 under Skagit County Auditor's File No. 200403290214 (hereinafter referred to as Lot C-1).

2. Pursuant to a Purchase and Sale Agreement, Weeth has purchased Lot C-1 from Hylback. This Agreement is being executed in partial consideration of said purchase transaction.

3. Weeth intends to build a new home with an attached accessory dwelling unit on Lot C-1. As part of the consideration paid by Weeth in purchasing Lot C-1 from Hylback, Hylback agreed to provide Weeth with an easement to obtain water from a well located on Lot A (tag no. ALQ828), said well located on Lot A as depicted on *Exhibit A*, attached hereto.

NOW, THEREFORE, in consideration of the foregoing and, specifically, as partial consideration of Weeth purchasing Lot C-1 from Hylback, the parties agree as follows:

I. GRANT OF EASEMENT

1.1 **Grant of Easement.** Hylback hereby grants and conveys to Weeth, their successors and assigns, the right to take water from that certain well located upon Lot A in the area depicted on Exhibit A, attached hereto, and, in addition, an easement, 20 feet in width, running from the southeast corner of the one-acre building site designated on Lot C-1, as depicted on *Exhibit A*, attached hereto, to a distance 10 feet beyond the location of the well for the purpose of installing and/or placement, underground, of all necessary apparatus and/or equipment necessary to operate said well so as to obtain water from said well for the use and

enjoyment of the residence to be located on Lot C-1. Weeth shall have the right to install, repair and maintain all equipment and/or apparatus reasonably necessary for the withdrawal of water from the well for the purpose of supplying potable water to the occupants of the residence to be built and/or located on Lot C-1.

1.2 Termination of Use of Well. In the event Weeth and/or their successors and assigns ever cease to use the well as herein described, for the purposes of supplying potable water to the residence built upon Lot C-1, then, and in that event, Weeth agrees to promptly provide Hylback, upon request, with a Quit Claim Deed in a form sufficient to acknowledge the termination of this Easement and to release and extinguish any and all claims and/or rights to and in this Well Easement prior to its termination.

1.3 Prohibited Uses. Hylback further covenants and agrees, for the benefit of Weeth, their successors and assigns, that Hylback will not construct, maintain or suffer to be constructed or maintained upon Lot A within 100 feet of the well, so long as the same is operated to furnish water for domesticated purposes for the benefit of a residence located on Lot C-1, any of the following: cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigeons, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides, or such other activity that might be prohibited by any applicable statute, order and/or regulation of any public authority having jurisdiction over the maintenance and use of said well located on Lot A.

1.4 No Representations. While Hylback has obtained a certificate authorizing the use of the well, Hylback, in granting this easement, makes no representations as to the adequacy of such well and Weeth, except for the restricted use provisions of Paragraph 1.3, shall be solely responsible for complying with state laws and local ordinances relative to the operation of such well and shall be solely responsible for all testing required in connection with the operation of such well and shall be solely responsible for the payment of all charges, including electricity, in connection therewith.

1.5 Protection of Property. Further, Weeth, in installing any equipment and/or apparatus, and in making any repairs and/or completing any maintenance, shall ensure that the property is properly repaired and the property is returned to the condition it was in before the installation, repairs and/or maintenance was completed. In addition, Weeth shall hold Hylback harmless from any charges and/or costs, including, without limitation, attorneys' fees, with regard to any improvements, repairs and/or maintenance and/or any work to be performed within the easement area and/or with regard to exercising their rights to extract and/or operate the well. In this regard, Weeth shall pay forthwith for any work performed on such well and/or apparatus and/or equipment upon and/or within the easement areas described herein.

1.6 Permits / Licenses. Further, Weeth shall be responsible to pay for the renewal of any and all permits, licenses and all governmental charges, as well as exercise the rights and privileges granted herein in connection with the installation or operation of the well and/or any water pipes and/or equipment and/or apparatus necessary to operate the well in accordance with the requirement (as from time to time amended) of all applicable statutes, orders, rules and



regulations of any public authority having jurisdiction, including, but not limited to, Skagit County.

II. GENERAL TERMS

2.1 Applicable Law. This Agreement is executed under and shall be construed in accordance with the laws of the State of Washington.

2.2 Entire Agreement. This Agreement contains all of the provisions pertaining to any matters referenced in it and no prior declarations, agreements or undertakings pertaining to such matters shall be affected for any purpose.

2.3 Amendment. This Agreement may be amended or modified by written instrument executed and acknowledged by the parties hereto or their successors and assigns, recorded with the Skagit County Auditor's Office.

2.4 Successors and Assigns. This Agreement shall be appurtenant to and for the benefit of the parcels of real property owned by both Hylback and Weeth, as legally described above in (Recitals), paragraph I, and all future owners, their successors and assigns, of said parcels of real property and therefore, this easement shall touch, concern and run with the land being binding upon and shall inure to the benefit of both Hylback and Weeth and all future owners, their successors and assigns of the parcels of real property legally described above in Paragraph 1 of Recitals.

Dated: 11-4-2010

Joe Hylback
Joe Hylback

Dated: 11-4-2010

Tami Hylback
Tami Hylback

Dated: 11-4-2010

Eric Weeth
Eric Weeth

Dated: 11-4-2010

Patty Weeth
Patty Weeth

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 04 2010

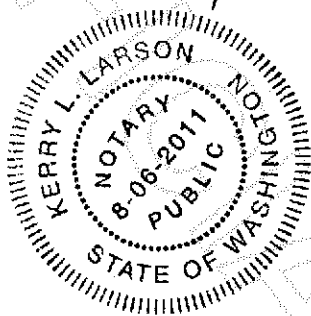
Amount Paid \$
Skagit Co. Treasurer
By man Deputy



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOEL HYLBACK is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 4, 2010

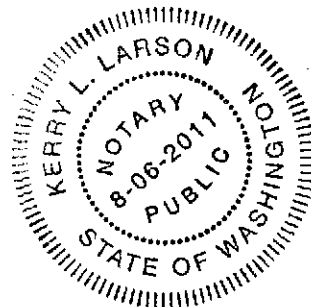


Kerry L. Larson
Printed Name Kerry L. Larson
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-6-11

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that TAMI HYLBACK is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 4, 2010



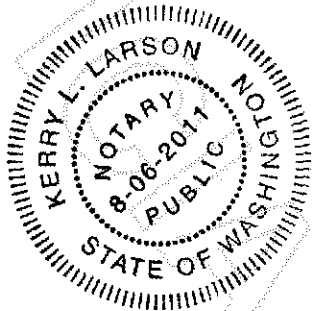
Kerry L. Larson
Printed Name Kerry L. Larson
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-6-11



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ERIC WEETH is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 4, 2010

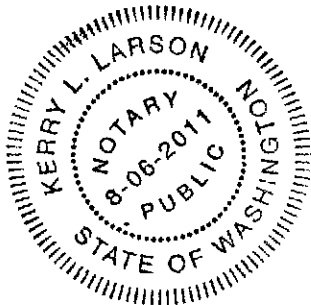


Kerry L. Larson
Printed Name Kerry L. Larson
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-6-11

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that PATTY WEETH is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 4, 2010



Kerry L. Larson
Printed Name Kerry L. Larson
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-6-11

EXHIBIT A

SNOWDEN LANE (Private)
EXISTING 60' WIDE EASEMENT

LOT C2
SB7232.45'E
299.98'

Point "H"
ELEVATION 9.3' AT
CENTERLINE OF
PIONEER HIGHWAY
Point H Coordinates:
N - 22013.64'
E - 459.04'
EL. - 9.27'

100' RADIUS WELL
PROTECTION ZONE

Point "I"
ELEVATION 231.3' AT
5' ABOVE THRESHOLD
OF FRONT DOOR
Point I Coordinates:
N - 21095.42'
E - 6198.44'
EL. - 226.32'

HOUSE
WOOD SHED

Garage Shop

WELL #A10828

100' RADIUS WELL
PROTECTION ZONES

10.50 AC. TOTAL
457,557 S.F. TOTAL

20' WIDE EASEMENT
FOR CONSTRUCTION,
OPERATION AND
MAINTENANCE OF WELL
AND WATER SYSTEM
NOTES:
TO LOT C1.

ELEVATION DATUM - NAVD88

FOR ADDITIONAL SURVEY INFORMATION
SEE SHORT PLAT #PL00-0301

821.05'

SKAGIT SURVEYORS, INC.
806 METCALF ST.
SEDRO-WOOLLEY, WA 98284
(360) 855-2121

20' 29'

N - 20622.75'
E - 5015.60'

488.02'

1319.07'

230.00'

Zone A
Lot C1 (Part)

Zone B
Lot C1 (Part)
BUILDABLE AREA

Zone C
Lot C1 (PCA)

Zone C
Lot C1 (PCA)

Zone C
Lot C1 (PCA)

Scale = 1"=50'

North Arrow

ELEVATION DATUM - NAVD88
FOR ADDITIONAL SURVEY INFORMATION
SEE SHORT PLAT #PL00-0301

SKAGIT SURVEYORS, INC
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SEDRO-WOOLLEY, WA 98284
(360) 855-2121

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