

After recording return to:

Sallye Quinn  
Barron Smith Daugert, PLLC  
PO Box 5008  
Bellingham, WA 98225



201102020059  
Skagit County Auditor

2/2/2011 Page 1 of 9 3:30PM

DOCUMENT TITLE: WELL EASEMENT AGREEMENT  
REFERENCE NUMBER OF RELATED DOCUMENT: N/A  
GRANTOR: COUGAR PEAK, LLC  
GRANTEE: COUGAR PEAK, LLC  
ABBREVIATED LEGAL DESCRIPTION: SW ¼ Se ¼ ; SE ¼ Sw ¼; NE ¼ SE ¼ OF PTN of SW ¼ NE ¼  
of 3/35/4  
ASSESSOR'S NO.: P35737/350403-4-003-001; P35722/350403-1-001-0009; P35734/350403-3-004-0002

### WELL EASEMENT AGREEMENT

THIS WELL EASEMENT AGREEMENT ("Agreement") dated 2/2, 2011 is made by Cougar Peak, LLC, a Washington limited liability company ("Cougar Peak").

IT IS MADE with reference to the following facts:

- A. Cougar Peak is the owner of certain real property located in Skagit County, Washington more particularly described on the attached Exhibit A (the "Well Property") and shown on the attached Exhibit D as the "Well Property." A well (Tag BBF 822) is located on the Well Property (the "Well").
- B. Cougar Peak is also the owner of certain real property located in Skagit County, Washington more particularly described on the attached Exhibit B (the "Water Line Property") and shown on the attached Exhibit D as the "Water Line Property." Cougar Peak is also the owner of certain real property located in Skagit County, Washington more particularly described on the attached Exhibit C (the "Benefitted Property") and shown on the attached Exhibit D as the "Benefitted Property."
- C. Cougar Peak wishes to establish certain rights to the Well and to establish easements on the Well Property and Water Line Property to serve the Benefitted Property pursuant to the terms and conditions set forth herein.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 02 2011

Amount Paid \$       
Skagit Co. Treasurer  
By mm Deputy

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the promises and the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

I. WELL AND PIPELINE EASEMENTS

A. Grant of Well Easement by Cougar Peak. Cougar Peak grants to the owner of the Benefitted Property for the benefit of the Benefitted Property a perpetual easement to utilize water from the Well and to construct, install, repair, maintain, alter, replace, or reconstruct the Well (the "Well Easement"). The Well Easement shall be for the sole benefit of the Benefitted Property.

B. Grant of Water Line Easement by Cougar Peak. Cougar Peak grants to the owner of the Benefitted Property for the benefit of the Benefitted Property a perpetual easement ten (10) feet in width on the Well Property and Pipeline Property to construct, install, repair, maintain, alter, replace, or reconstruct a piping system in the area as shown on the attached Exhibit D as the water line easement ("Water Line Easement").

2. REMOVAL OF OBSTRUCTIONS. The owner of the Well Property and the Water Line Property shall retain the right to use those portions of their property within the Water Line Easement, so long as said use does not interfere with the maintenance of the water line and so long as no permanent building or structures are erected within the Water Line Easement. If either the owner of the Well Property or the Water Line Property place any sort of building or structure (permanent or non-permanent) within the Water Line Easement that interferes with the use of the Water Line Easement, the owner of the Benefitted Property shall have the right to remove the same at the sole expense of the owner of the Benefitted Property. The owner of the Benefitted Property shall have the further right, at its sole cost and expense, to remove trees, bushes, undergrowth, and other obstructions located on either the Well Property or the Water Line Property that interfere with the water line.

3. MAINTENANCE. The owner of the Benefitted Parcel shall be solely responsible for the repair, maintenance and replacement of the Well and the water line located within the Water Line Easement.

4. HOLD HARMLESS. The owner of the Benefitted Property shall indemnify, defend and hold harmless the owners of the Well Property and the Water Line Property from any and losses, costs and expenses (including reasonable attorney fees) which they may suffer as a result of any claims or causes of action that might arise as a direct or indirect result of the easements granted in paragraph 1.

5. GENERAL PROVISIONS

A. Run with the Land. This Agreement entered into by the parties shall be deemed to touch and concern the land, and shall, therefore, run with the land in



perpetuity. The rights and obligations of the parties shall inure to the benefit of and be binding upon their heirs, successors and assigns.

B. Expenses and Attorneys fees. The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.

C. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.

D. Nonwaiver of Breach. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

E. Complete Agreement – Modification Must be in Writing. This Agreement constitutes the entire agreement between the parties as to the matters contained herein. No oral or written statements made by either party prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon mutual agreement of the parties.

F. Recitals. The Recitals to this Agreement form part of this Agreement and are not mere expressions of fact or intention.

COUGAR PEAK, LLC,  
a Washington limited liability company  
By James Lynn Swift Trust, its member

By   
Don R. Carlin, Trustee



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Don R. Carlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Trustee of James Lynn Swift Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20<sup>th</sup> day of January, 2011.

(SEAL/STAMP)



Renee M Rhodes  
NOTARY PUBLIC  
Printed Name: Renee M Rhodes  
My Appointment Expires: 5/6/2013



**EXHIBIT A  
WELL PROPERTY**

P35722 (350403-1-001-0009):

The Northeast Quarter of the Southeast Quarter and that portion of the Southwest Quarter of the Northeast Quarter, Section 3, Township 35 North, Range 4 East of the Willamette Meridian;

EXCEPT that portion lying North of the South line of County road, commonly known as Gripp Road, as conveyed to Skagit County by Deed recorded April 14, 1915, under Auditor's File Nos. 107444 and 107452.

Situate in Skagit County, Washington.



**EXHIBIT B  
WATER LINE PROPERTY**

P35734/350403-3-004-0002  
THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,  
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.



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**EXHIBIT C  
BENEFITTED PROPERTY**

P35737/350403-4-003-001

The Southwest Quarter of the Southeast Quarter of Section 3, Township 35 North,  
Range 4 East, W.M. Records of Skagit County, Washington.

Situate in Skagit County, Washington.



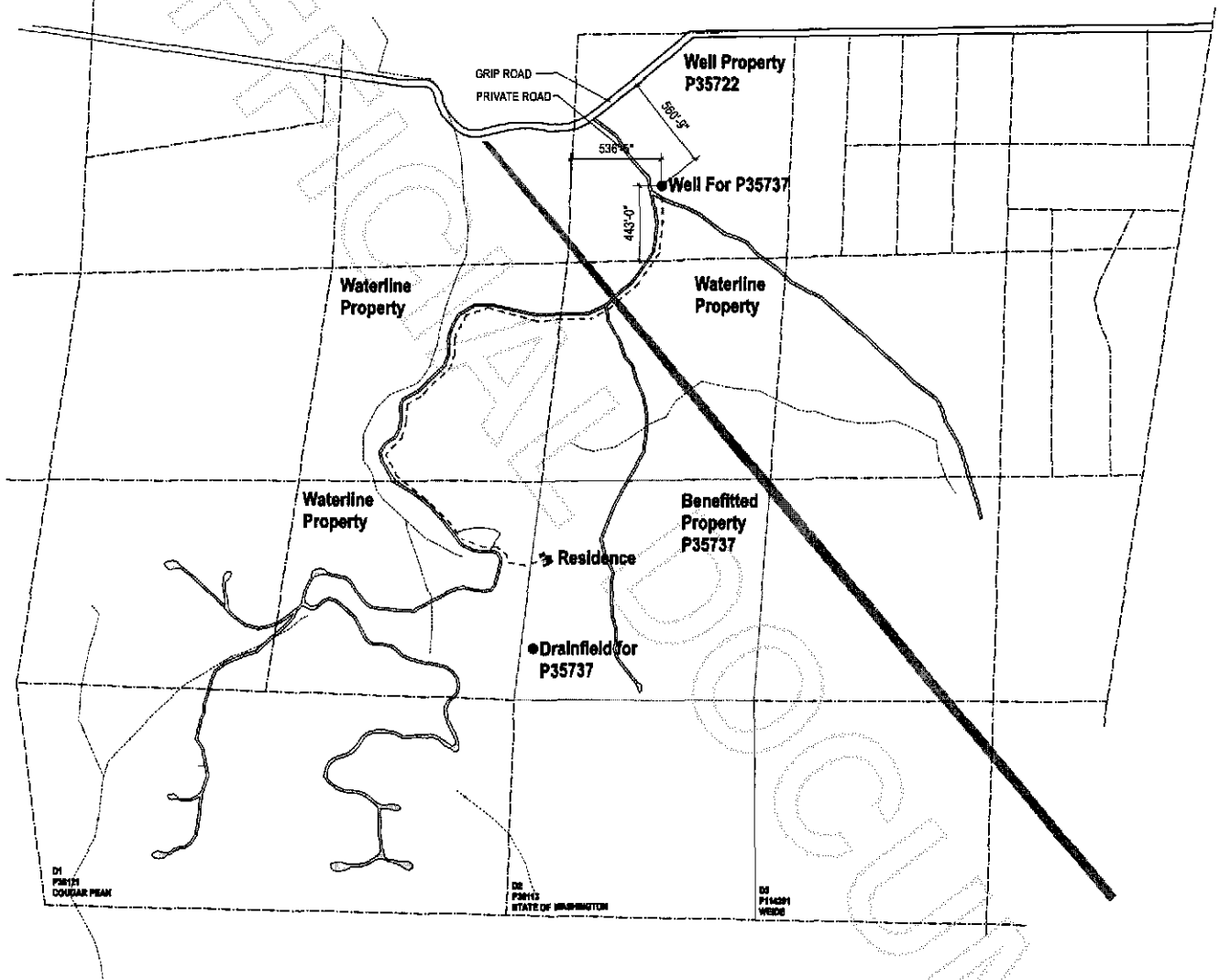
**EXHIBIT D  
MAP/DRAWING**

UNOFFICIAL DOCUMENT



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# Exhibit D



Property with Proposed Residence  
Water Line Easement



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