

Cover Sheet



201111290030  
Skagit County Auditor

11/29/2011 Page

1 of

9 1:19PM

Return to:

Glenn & Karen Nickel

P.O. Box 775

Concrete, Wa. 98237

Document Title(s) (or transition contained herein)

EASEMENT AND WATER/ POWER MAINTENANCE AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

GRANTOR(S)(LAST NAME, FIRST NAME, MIDDLE INITIAL):

1. Nickel, Glenn K.
2. Nickel, Karen R.

GRANTEE(S)( LAST NAME, FIRST NAME, MIDDLE INITIAL):

1. Nickel, Glenn K.
2. Nickel, Karen R.

LEGAL DESCRIPTION ( abbreviated: I.e. Lot, Block, Plat or quarter, quarter section, township and range.

W ½ , NE ¼, Section 18 Township 38 Range 8 East of Willamette Meridian and  
E ½ , NW ¼ Section 18 Township 38 Range 8 East of Willamette Meridian

Additional legal(s) on page 6- 10 of document

Assessors Parcel I.D.numbers . P- 123587 ; P- 117528 : P-123393

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 29 2011

Amount Paid \$  
Skagit Co. Treasurer  
By *man* Deputy

**Filed for record by:**

Glenn K. Nickel  
Karen R. Nickel  
P.O. Box 775  
Concrete, WA 98237

**EASEMENT AND WATER WORKS MAINTENANCE AGREEMENT**

This Easement and Water Works Maintenance Agreement is made this 29<sup>th</sup> day of November, 2011, Between **Glenn K. Nickel and Karen R. Nickel**, husband and wife ( "Grantor" herein) and **Glenn K. Nickel and Karen R. Nickel** ( "grantee" herein).  
Witnesseth:

**WHEREAS**, Grantor is the owner of real property described in Exhibit A attached hereto and by this reference made a part hereof, and

**WHEREAS**, Grantee is the owner of the real property described in Exhibit B attached hereto and by this reference made a part hereto, and

**WHEREAS**, the real property described in Exhibit A and Exhibit B are separate and distinct but adjacent legal parcels of land currently owned by: Glenn K. Nickel and Karen R. Nickel, husband and wife; however, the real property described in Exhibit B is to sold to a third party, which transfer will sever the common ownership, and

**WHEREAS**, there is currently existing on the real property described in Exhibit B a water and power house, together with pipeline facilities, which service and benefit only the real property described in Exhibit A, and

**WHEREAS**, for the purposes of insuring legal access to the water and power house and pipeline facilities on the real property described in Exhibit B for the benefit of



201111290030  
Skagit County Auditor

The real property described in Exhibit A, and in anticipation of the non-common ownership of the parcels at issue, Grantor intends to grant to Grantee a nonexclusive perpetual water works and pipeline easement upon the real property described in attached exhibit B, which easement location is identified in Exhibit C and Exhibit D attached hereto and incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual benefits and other goods and valuable consideration, Grantor hereby conveys to Grantee a water works and pipeline easement for the use, operation and maintenance of the existing water and power house and water pipeline facilities upon the real property described in attachment B, to benefit the real property described in attached exhibit A, and which easement dimensions are more specifically described in attached Exhibit C and survey sketch in attached Exhibit D, all of which exhibits are incorporated herein by reference.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which Grantor and Grantee hereby promise to faithfully and fully observe and perform:

1. The water/ power house and pipeline facility easement use is limited to drawing water and power from the existing water source and pipeline facilities for domestic usage located on the real property described in attached A and limited to the area described in attached exhibit C and exhibit D.
2. Grantee's right of entry and easement is limited to the use, maintenance and repair of the existing water/power house and pipeline facilities.
3. The cost of use, operation, maintenance, repair and any other costs associated with the water/ power house and pipeline facilities shall be paid solely by Grantee. Grantee shall not allow any lien or charge be levied against the real property described in attached exhibit's B, C and D. Further Grantee, at its sole expense, shall remove all debris and restore the surface of the property as nearly as possible in which it was at the commencement of such work.
4. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor on account of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein. Should Grantor cause physical damage to the water/ power house or pipeline facilities, Grantor shall promptly repair said damage at Grantors sole expense.



201111290030  
Skagit County Auditor

5. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof. Further, Grantor does not warrant the quantity or quality of the water from the source, nor does the Grantor warrant the quality of the well/ power house machinery or the pipeline facilities. Grantee takes the existing water/ power house and pipeline facilities "as is".

6. The grant of easement shall terminate and all Grantee's rights hereunder shall revert to grantor: a) in the event Grantee breaches or fails to perform or observe any of the terms, covenants and conditions hereof, and fails to cure such breach or default within (30) days of Grantor's giving Grantee written notice thereof; b) in the event Grantee ceases to use the water/ power house and pipeline facilities for a period of (6) consecutive months; or c) immediately, should public water be made available adjacent to the real property described in exhibit A by the Public Utility District or any other public water authority. Upon such event of termination, Grantor may file for record a termination document which shall immediately terminate the easement. No termination shall release Grantee from any liability or obligation incurred prior to termination, nor shall it release Grantee from its obligation to remove the water/ power house and pipeline facilities from Grantors property and restore the premises.

7. The easement and covenants contained herein shall run with the lands described herein and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto



201111290030

Skagit County Auditor



## **EXHIBIT A**

### **Legal description**

**Amended Plat of Lekcinton Acres, Lot 11 ( Building lot only) AF#200909180031  
Consisting of one acre , as well as Amended plat of Lekcinton Acres, Lot 11, ( that  
Portion of lot 11 that is not the building lot AF# 200909180031 consisting of 97.8 acres.**



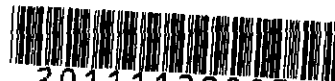
201111290030

Skagit County Auditor

## EXHIBIT B

### LEGAL DESCRIPTION:

CF-75 NW¼ NE¼ EXCEPT FOR FLOOLWING DESCRIBED TRACT:  
BEGINNING AT THE NE CORNER OF SAID SUBDIVISION; THENCE SOUTH 480  
FEET ;THENCE WEST 410 FEET TO THE POINT OF BEGINNING; THENCE  
CONTINUE WEST 400 FEET; THENCE SOUTH 217.5 FEET; THENCE EAST 400  
FEET; THENCE NORTH 217.5 FEET TO THE POINT OF BEGINNING. Consisting of  
37.5 acres.



201111290030  
Skagit County Auditor

## EXHIBIT C

### LEGAL DESCRIPTION:

An easement for underground pipeline and related structures over, under and across a portion of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 8 East, W.M., being more particularly described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF SIAD NORTHWEST QUARTER OF THE NORTHEAST QUARTER, LYING SOUTH 89 DEGREES 15' 51" WEST A DISTANCE OF 477.70 FEET, FROM THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 58 DEGREES 15'35" WEST A DISTANCE OF 83.18 FEET; THENCE SOUTH 31 DEGREES 44'25" WEST A DISTANCE OF 52.94 FEET, MORE OR LESS, TO A POINT ON SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 15'51" EAST ALONG THE SOUTH LINE OF SIAD NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 98.60 FEET TO THE POINT OF BEGINNING.



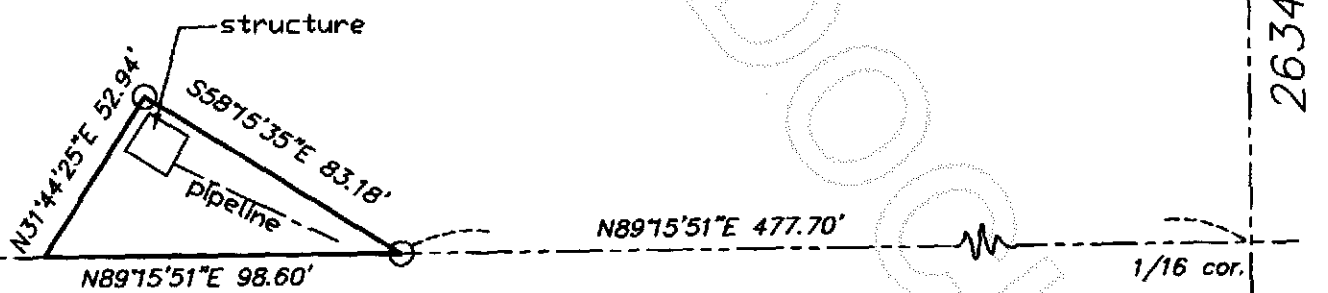
201111290030  
Skagit County Auditor



EXHIBIT D

NW 1/4, NE1/4 18-35-8

P117528



SW 1/4, NE1/4 18-35-8

P123587



201111290030  
Skagit County Auditor

easement exhibit