



201305080049

Skagit County Auditor

\$77.00

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6 1:28PM

When recorded return to:

Craig Sjostrom  
1204 Cleveland Ave.  
Mount Vernon, Washington 98273

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## ***WELL EASEMENT AGREEMENT***

**Grantors:** (1) Richard Moore & Gloria Moore, h/w  
(2) DICLRME, LLC

**Grantee:** (1) Richard Moore & Gloria Moore, h/w  
(2) DICLRME, LLC

**Legal Description:**

**Additional Legal Description Located on Pages 5 & 6**

**Assessor's Property Tax Parcel or Account Nos.: P24433; P24436**

**Reference Nos of Documents Assigned or Released: N/A**

THIS WELL EASEMENT AGREEMENT is made by Richard Moore & Gloria Moore,  
h/w, and DICLRME, LLC.

### ***Recitals***

- a. Moore is the record owner of that certain real property, located in Skagit County, Wash., commonly known as 21865 Swan Road, Mount Vernon, Wash., and described in the attached Exhibit A ("P24436").
- b. DICLRME is the record owner of that certain real property, located in Skagit County, Wash., commonly known as 21821 Swan Road, Mount Vernon, Wash. and described in

the attached Exhibit B ("P24433").

- c. A well, along with a water storage tank and associated equipment, is located on P24433. The water line has been extended from P24433, passes through P24436, and re-enters P24433. This well has the capacity to serve, and does serve, both parcels.
- d. The parties have agreed to create an easement in favor of both parcels for the water line and associated equipment and appurtenances, and have further agreed to impose requirements on each parcel for maintenance and operation costs and responsibilities, and execute this instrument to that end.

### *Agreement*

Now, therefore, IT IS HEREBY DECLARED AS FOLLOWS:

1. There is hereby imposed on both subject parcels, for the benefit of each, a non-exclusive easement for maintenance, repair, replacement and operation of the existing well, located on P24433, and for maintenance, repair, replacement and operation of the existing water lines and associated equipment and appurtenances over, under and through the subject parcels. The area of the easement shall include such further areas as may be reasonably necessary for access, maintenance, repair, and the like, concerning the well and associated systems.
2. The owners each parcel subject hereto shall equally share in the cost and responsibilities of maintaining, repairing, testing, and otherwise operating the well and associated water system. For purposes of such equal sharing, all owners collectively of each parcel shall count as one owner.
3. The provisions of this Agreement shall run with and be appurtenant to the properties herein described, and shall be binding on the parties hereto, and their respective heirs, successors and assigns.
4. Each parcel shall be subject to the imposition of a lien for that parcel's proportionate share of an expense or expenses incurred in connection with repair or maintenance to the well, associated equipment, or the water lines, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of 30 days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each lot owner who has failed to pay his or her proportionate share. Only one copy of the demand need be mailed, and shall be sent to the relevant lot owner(s) at the address to which that lot's County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's



fees, shall be added to the amounts due thereunder.

5. Each parcel shall be entitled to 1/2 of the water derived from the well, provided, nothing in this Agreement shall be construed as any guarantee as to quality or quantity of water provided thereby. No action may be taken on either parcel that has the reasonable potential of interfering with the operation of the well or associated equipment, or the quality or quantity of the water supply.
6. Any dispute arising under this Agreement shall be first referred to mediation. In the event the parties cannot agree on the identity of the mediator, the Skagit County Superior Court shall appoint one. In the event the dispute cannot be resolved by mediation, then one arbitrator shall be appointed, again by the Skagit County Superior Court if the parties are unable to agree, with the dispute to be resolved in binding arbitration pursuant to RCW 7.04A, as amended. The arbitrator shall have the power to make an award of reasonable attorney's fees and costs to the prevailing party.

DATED: 5/7/13

DICLRME, LLC

By: [Signature]  
RICHARD MOORE, Manager

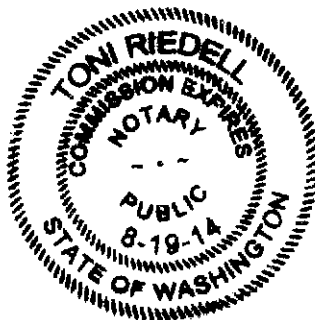
[Signature]  
RICHARD MOORE

[Signature]  
GLORIA MOORE

STATE OF WASHINGTON     )  
  :SS  
COUNTY OF Skagit         )

On this day personally appeared before me Richard Moore, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of May, 2013.



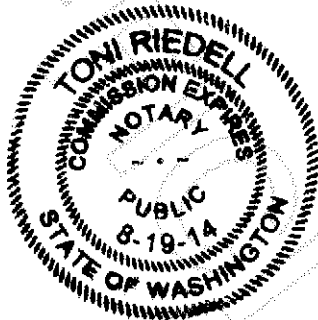
[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington  
My commission expires: 8-19-14  
Name: Toni Riedell



STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Gloria Moore, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of May, 2013.

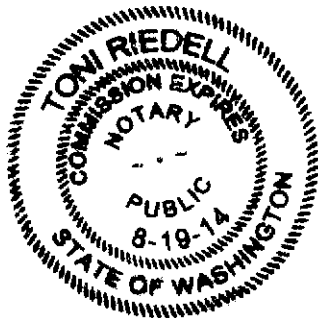


Toni Riedell  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington  
My commission expires: 8-19-14  
Name: Toni Riedell

STATE OF WASHINGTON )  
 ) :ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me Richard Moore, to me known to be a member and manager of DICLRME, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf thereof.

GIVEN under my hand and official seal this 7 day of May, 2013.



Toni Riedell  
NOTARY PUBLIC in and for the State of Washington,  
residing at Burlington  
My commission expires: 8-19-14  
Name: Toni Riedell



## EXHIBIT A

### MOORE PROPERTY

P24436

That portion of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of the said Section 10;

thence South along the said section line to the Sixteenth corner located in the center of the Mount Vernon-Clear Lake Highway;

thence in a Westerly direction on said highway a distance of 815 feet;

thence a distance of 30 feet, more or less, to the North line of the said highway bearing  $25^{\circ} 30'$  East to the true point of beginning of this description;

thence North  $25^{\circ} 25'$  East a distance of 250 feet;

thence West parallel to the said section line, a distance of 285 feet;

thence South a distance of 226 feet, more or less, to the North line of the Mount Vernon-Clear Lake Highway;

thence East along the said highway to the point of beginning.



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## EXHIBIT B

### *DICLRME PROPERTY*

P24433

The Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 34 North, Range 4 East, W.M.,

EXCEPT Swan Road;

AND EXCEPT that portion conveyed to Skagit County for road purposes by deed recorded January 13<sup>th</sup>, 1976 under Auditor's File No. 828565;

AND EXCEPT that portion lying Easterly of Nookachamps Creek;

AND EXCEPT the following described tract:

Beginning at the Northeast corner of the said Section 10;

thence South along the said section line to the Sixteenth corner located in the center of the Mount Vernon-Clear Lake Highway;

thence in a Westerly direction on said highway a distance of 815 feet;

thence a distance of 30 feet, more or less, to the North line of the said highway bearing 25° 30' East to the true point of beginning of this description;

thence North 25° 25' East a distance of 250 feet;

thence West parallel to the said section line, a distance of 285 feet;

thence South a distance of 226 feet, more or less, to the North line of the Mount Vernon-Clear Lake Highway;

thence East along the said highway to the point of beginning.



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