



201310110106

WHEN RECORDED RETURN TO:

Washington State Dept of Ecology
300 Desmond Drive
Lacey, WA 98503-1274

Skagit County Auditor

\$77.00

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6 4:00PM

GUARDIAN NORTHWEST TITLE CO.

DOCUMENT TITLE(S):

Easement Agreement

166521-2

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Big Lake Water Association, Inc.

GRANTEES:

State of Washington, Department of Ecology

ABBREVIATED LEGAL DESCRIPTION:

Lot 64 and 65, , 3941 Plat 1 Lakeview Tracts, Big Lake, according to the Plat thereof filed in Volume 5 of Plats at Page(s) 2, records of Skagit County, Washington.

TAX PARCEL NUMBER(S):

P67139, 3941-000-065-0008

Exhibit G: Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of the 27th day of June 2013, ("**Effective Date**"), by and between Big Lake Water Association ("**Grantor**"), formerly constituted as the Big Lake Water Company, and STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near Mt. Vernon, County of Skagit, State of Washington, as described or depicted on Exhibit 1 attached hereto and made a part hereof (the "**Premises**").

B. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

C. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be granting Ecology, its employees, designees, and successors, an easement across the Premises for the purpose of verifying that Grantor, its heirs, successors, and assigns do not divert, pump, store, or use the Trust Water Rights conveyed to Ecology by Statutory Warranty Deed dated ~~June 27~~ 9-18, 2013.

1.2 Grant. Grantor hereby grants unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all applicable laws.

1.3 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 2 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon.

Section 3 Recording. Grantee may record this Easement in the real estate records in Skagit County.

Section 4 Notices. Any notice required or permitted to be given hereunder by one party to the



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other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Grantor:

If to Grantee:

Polly Zehm, Director of Operations
Wa. Dept of Ecology
300 Des Moines Drive
Lacey, WA 98503-1274

Section 5 Miscellaneous.

5.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive laws of the State of Washington without regard to conflicts of law provisions.

5.2 This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

5.3 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

5.4 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein.

5.5 Time is of the essence for the performance of this Easement Agreement.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

Big Lake Water Association

By: 

Title: Lan



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By: Laura Kennedy
Title: Landowner
Laura Kennedy

GRANTEE:

State of Washington, Department of Ecology

By: Polly Zehm
Name: Polly Zehm
Title: Deputy Director

[Attach appropriate acknowledgements]

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 11 2013

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



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EXHIBIT 1

of Easement Agreement

Premises

Legal Description: Tract "A" of Revised Skagit County Short Plat No. 32-79, approved January 9, 1981 and recorded January 12, 1981, as Auditor's File No. 8101120002, being a portion of Lots 64 and 65 "Plat 1 Lakeview Tracts" and a portion the South ½ of the Southwest ¼ of Section 25, Township 34 North, Range 4 East, W.M.

Parcel Number: P67139

Site Address: 16902 Lake View Blvd
Mount Vernon, WA 98274



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State of WA

Acknowledgment - Corporate

County of Skagit

I certify that I know or have satisfactory evidence that:

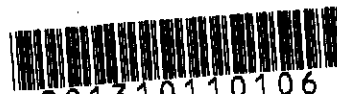
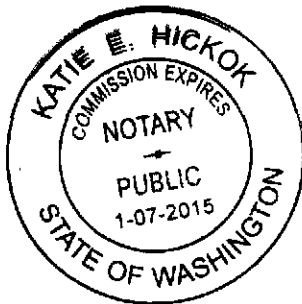
Philip Steven Harmon & Laura Kennedy the
person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this
instrument, on oath stated he/she/they are authorized to execute the instrument and is/are
President + Secretary of
Big Lake Water Association to
be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 9-18-13

Katie E. Hickok
Notary Public in and for the State of Washington

Residing at Mt Vernon

My appointment expires: 1-7-15



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