

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Lake Campbell Investments, LLC
13955 Donnell Road
Anacortes, WA 98221

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JAN 08 2015

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

Skagit County Auditor

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\$74.00

Grantor(s): Joyce Arlene Iverson
Grantee(s): Lake Campbell Investments, LLC
Abbreviated Legal: PTN GL 1, Sec. 13, T 34 N, R 1 EWM
Additional Legal(s) on Page:
Assessor's Tax Parcel Number(s): P110590, 340113-2-002-0100

WELL EASEMENT AND WELL PROTECTION ZONE

In consideration of Skagit County Code (SCC) 12.48.240(5), water requirements for land divisions, and additional benefits described herein, Grantor does hereby grant, convey and warrant to Lake Campbell Investments, LLC, a non-exclusive perpetual easement for that portion of a 200 foot diameter Well Protection Zone, defined by a 100 foot radius from the center of an existing well, together with the right of ingress and egress to and from this easement for the purposes and conditions so stated, over and across that portion of the following described tract of land:

That portion of Government Lot 1 within the 200 foot diameter circle referred to as Exhibit "A" hereto, in Section 13, Township 34 North, Range 1 East, W.M., lying South and East of the North and West lines to that 150 foot by 400 foot tract of land conveyed to Joyce Arlene Iverson by deeds recorded under Skagit County Auditor's File No's. 9612090087 and 9612090088.

EXHIBIT "A"

Commencing at the northeast corner of said Iverson property; thence N 89°01'02" W along the North line thereof, a distance of 150 feet to the Northwest corner of said Iverson property; thence N 28°31'04" E, a distance of 63.58 feet to the center of an existing well and the radius point of the above referenced 100 foot radius Well Protection Zone (WPZ).

The easement is granted to and conditioned upon the following terms, conditions and covenants:

1. In accordance with Skagit County Code:

Present and future owners shall preserve the 100 foot radius WPZ for existing well improvements or replacement;

2. Grantee shall have the right to access said easement for the primary purpose of inspecting the area for conformance with this agreement, and if necessary, for maintaining, repairing, and replacing the pump and well.

3. Grantor(s) retains the right to use and possession of the real property over which the easement is granted to the extent permitted by Skagit County as uses and activities which are consistent with the purpose of the WPZ.
4. All parties shall hereby agree to refrain from certain practices within the WPZ easement area as enforced by Skagit County, which include the following: cesspools, sewers, privies, septic tanks, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping or maintenance of fowls or animals or the storage of liquid or dry chemicals, herbicides or insecticides.
5. Grantee shall be responsible for all permits necessary for the maintenance or replacement of said well, pump, pipelines and electrical service thereto. Grantee shall be further responsible for any damages to the WPZ done by intention, accident, guests or during the course of routine well maintenance and must be returned to its original condition in a timely, workmanlike manner.
6. The parties recognize that this easement is created, granted and accepted for the benefit of the Grantee. By acceptance of the easement for the purposes described, Grantee(s) shall hold Grantor(s), their heirs, administrators and assigns harmless from any damage or injury to any property or person entering the easement area by permission of the Grantee for the purposes intended.
7. Grantor(s) agrees that this easement shall run with the land and that the rights and obligations of Grantor(s) and Grantee(s) shall inure to the benefit of each and shall be binding upon their respective heirs, successors and assigns.
8. Grantor(s) covenants that they own the property legally described herein and has lawful right to convey the interest in the property to Grantee(s) for the benefit so stated under the terms and conditions agreed to herein.
9. And furthermore, all parties shall hereby agree to the following: In the event that this well is permanently abandoned and/or re-located, that this agreement shall become null and void, and it will be the responsibility of the Grantee to remove all improvements thereon to the satisfaction of the Grantor.

DATED this 27 day of October, 2014.

By: 

Joyce Arlene Iverson, as her separate property



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\$74.00

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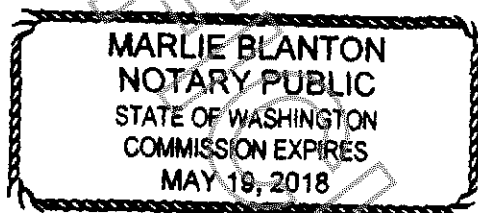
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STATE OF WASHINGTON }
County of Skagit }

S.S.

On this day personally appeared before me JOYCE ARLENE IVERSON, as her separate property, to me known to be the individual 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 27 day of OCTOBER, 2014.



Marlie Blanton
Notary Public in and for the State of Washington,
Residing at Concrete WA
My appointment expires: 5/19/18



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