

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:



Skagit County Auditor
5/11/2017 Page

1 of

\$78.00

6 11:04AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 11 2017

Amount Paid \$
Skagit Co. Treasurer

WATER LINE AND METER EASEMENT

By *mdm* Deputy

Grantor (s): FANCYWOOD INTERNATIONAL, LLC,
a Washington limited liability company

Grantee (s): EAGLEMONT COMMUNITY HOMEOWNERS
ASSOCIATION, a Washington non-profit
corporation

Abbreviated Legal: ptn Lot 2 of BLA PL 14-041, AF #201612200009,
being a ptn of NW 1/4 of 27-34N-R4E, W.M.

Additional Legal on page(s): Exhibit "A"

Assessor's Tax Parcel No.: P104336 / 4621-000-067-0006

THIS AGREEMENT ("Agreement") is made the date set forth below, by and between FANCYWOOD INTERNATIONAL, LLC, a Washington limited liability company, (hereinafter "Grantor") and EAGLEMONT COMMUNITY HOMEOWNERS ASSOCIATION, a Washington non-profit corporation, (hereinafter "Grantee").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

- 1) **EASEMENT DESCRIPTION:** The area of the easement conveyed herein is more particularly described as the following real property owned by Grantor, which is referred to herein as the "Easement Area":

See Exhibit "A"

- 2) GRANT OF EASEMENT: FANCYWOOD INTERNATIONAL, LLC, a Washington limited liability company, hereby grants and conveys, including all after acquired title, to EAGLEMONT COMMUNITY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, a non-exclusive, perpetual easement for a water line and water meter over, under and across the Easement Area portion of Grantor's real property, which Easement Area is more particularly described in Section 1 above.
- 3) Grantee shall indemnify, defend, and hold Grantor and its agents harmless from and against claims or liability resulting from injury or damage to persons or property sustained by the Grantee or others which arises out of or relates to the Grantee's use of this easement, except to the extent caused by a negligent act or omission of Grantor.
- 4) This Agreement and the easement granted herein shall be non-exclusive and shall remain in effect in perpetuity.
- 5) In the event that Grantee causes identifiable damage to the Grantor's property or any improvements on the Grantor's property, then the Grantee, at Grantee's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the property and improvements in as good or better condition than they were in prior to the damage by Grantee.
- 6) The easement is to be held by Grantee, its heirs and successors and assigns as appurtenant to the Grantee's property and the Grantor's property. The benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind the owners of the Grantee's property, the Grantor's property and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 7) This easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.
- 8) This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.
- 9) This Agreement and the easement shall be construed and governed by the laws of the State of Washington.
- 10) The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.
- 11) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

- 12) The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 13) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 14) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 15) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

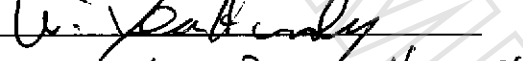
THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS, AND AGREE TO BE BOUND BY THE TERMS HEREOF.

DATED this 10TH day of May, 2017.

FANCYWOOD INTERNATIONAL, LLC

By 
ED YOUNG
Its Managing Member

EAGLEMONT COMMUNITY
HOMEOWNERS ASSOCIATION

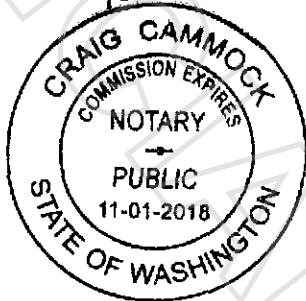
By 
Printed Name: W. DEAN HICKEY
Its: PRESIDENT

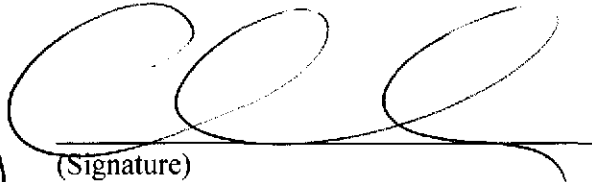
(acknowledgments follow)

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ED YOUNG 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 *Managing Member of FANCYWOOD INTERNATIONAL, LLC*, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2017.





(Signature)

NOTARY PUBLIC

Print Name:

CRAIG CAMMOCK

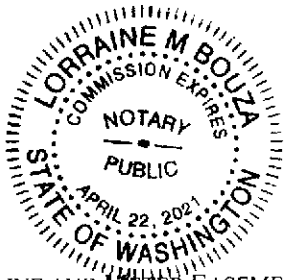
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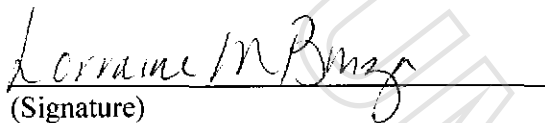
11-1-2018

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that W. Dean Hinchy is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the President of EAGLEMONT COMMUNITY HOMEOWNERS ASSOCIATION, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2017.





(Signature)

NOTARY PUBLIC

Print Name:

Lorraine M. Bouza

My appointment expires:

4-22-21

EXHIBIT "A"

A PORTION OF LOT 2 OF CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT PL No 14-041, APPROVED DECEMBER 14, 2016 AND RECORDED DECEMBER 20, 2016 AS SKAGIT COUNTY AUDITOR'S FILE No. 201612200009, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., FOR A 10 FOOT WIDE EASEMENT, BEING 5 FEET ON EACH SIDE OF THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WAUGH ROAD AND EAGLEMONT DRIVE AS SHOWN ON SHEET 5 OF 17 OF THE PLAT OF "EAGLEMONT PHASE 1A" RECORDED UNDER AUDITOR FILE NUMBER 9401250031; THENCE SOUTH $41^{\circ}49'05''$ EAST ALONG THE CENTERLINE OF SAID EAGLEMONT DRIVE 285.26 FEET; THENCE SOUTH $48^{\circ}10'55''$ WEST FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERLY MARGIN OF EAGLEMONT DRIVE AND THE **TRUE POINT OF BEGINNING** OF SAID 10' EASEMENT; THENCE CONTINUING SOUTH $48^{\circ}10'55''$ WEST ALONG AN EXISTING WATERLINE 38.91 FEET TO A POINT 5.00' BEYOND AN EXISTING WATER METER AND THE TERMINUS OF SAID EASEMENT.

SAID EASEMENT IS TO PROVIDE A CONTINUOUS STRIP BOUNDED ON THE EAST FROM "EAGLEMONT DRIVE" TO THE WEST 5 FEET BEYOND THE WATER METER LOCATION.

CONTAINING 389 S.F. MORE OR LESS

SITUATE IN MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.

EXHIBIT "A"

UNOFFICIAL

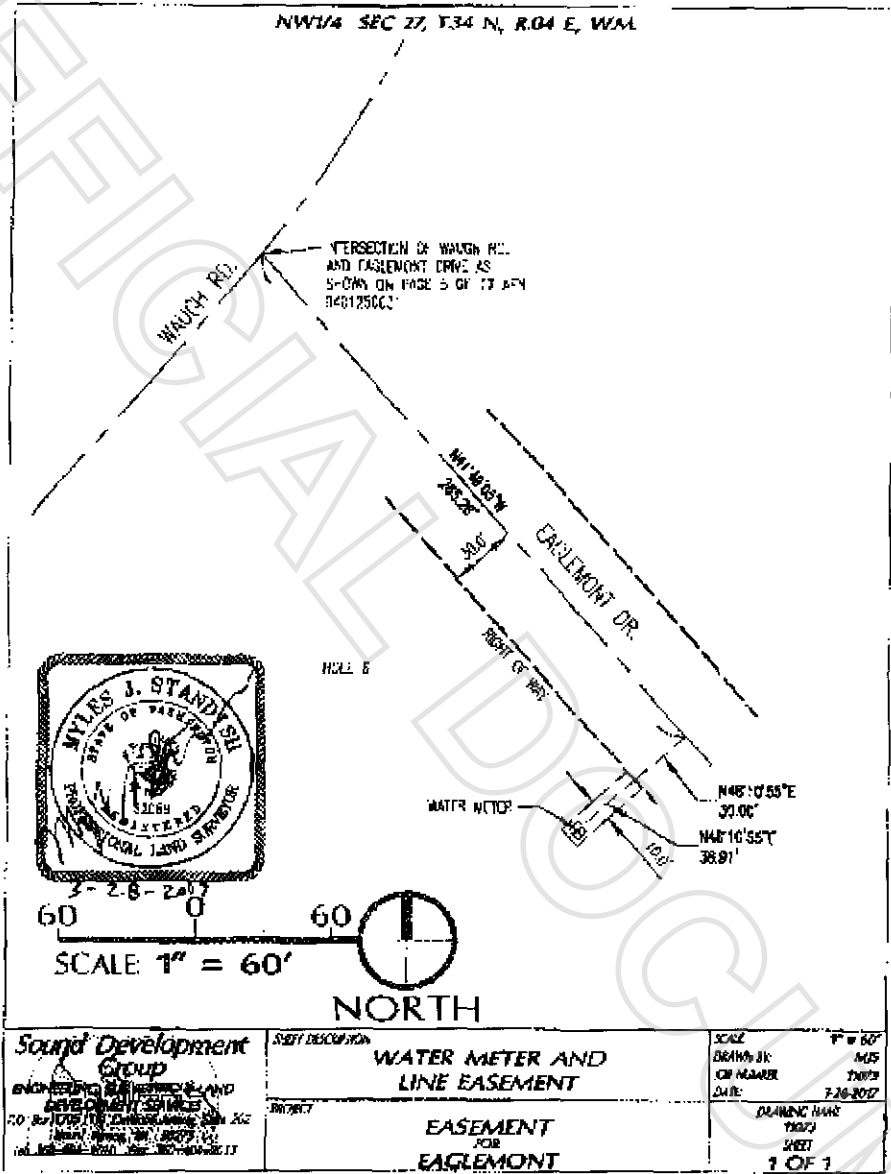


EXHIBIT "A"