

RETURN TO:
BLANCHARD EDISON WATER ASSOCIATION, INC.
P.O. BOX 38
BOW, WASHINGTON 98232



201803220059

Skagit County Auditor \$60.00
3/22/2018 Page 1 of 7 3:08PM

DOCUMENT TITLE:
EASEMENT AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTORS:
LAURIE L. ANDERSON, a single woman

GRANTEE:
BLANCHARD EDISON WATER ASSOCIATION INC., a Washington Non-Profit Corporation

ABBREVIATED LEGAL DESCRIPTION:
PTN OF THE SE1/4 OF THE SE1/4 OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.
Full legal description at page 2.

ASSESSOR'S TAX PARCEL NUMBER(S):
P101569

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
MAR 22 2018

Amount Paid \$
Skagit Co. Treasurer
By LB Deputy

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is entered into on the 20 day of MARCH, 2018, by and between BLANCHARD EDISON WATER ASSOCIATION INC., a Washington Non-Profit Corporation ("BEWA" or "Grantee"), and LAURIE L. ANDERSON, ("Owner" or "Grantor") for the purposes set forth herein. BEWA and Owner shall be referred to herein individually as "Party" and collectively as "Parties".

RECITALS:

WHEREAS, Grantor is the owner in fee of the following described real property:
The Southeast quarter of the Southeast quarter, less railroad right of way, road and ditch in Section 3, Township 35 North, Range 3 East, W.M., situate in Skagit County, Washington

Which is, Assessor Tax Parcel No. P101569 ; and

WHEREAS, Grantor wishes to grant Grantee an easement over, under and across a portion of the Property for ingress, egress, and utility purposes to access the Property, which portion is described and depicted on Exhibit A; and

WHEREAS, the foregoing recitals are a material part of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. EASEMENT

1.1 Perpetual Easement Grant. Grantor, for valuable consideration receipt of which is hereby acknowledged, does by these presents grant and convey unto BEWA:

A perpetual, non-exclusive easement ("Easement") twenty feet (20') in width for the placement, installation, construction, operation, maintenance, improvement, replacement, and repair of water utility infrastructure all of which shall be through, under, over, and across the following portion of the Property depicted and described on Exhibit A, with the understanding that pipes will be located no more than 10 feet from the property line.

1.2 Purpose. The Easement shall provide BEWA, its agents and contractors with the perpetual right to enter upon the Easement without incurring any legal obligation or liability therefore, for all purposes relating to water utility infrastructure.

1.3 Restoration of Easement Area. The Grantee covenants that all construction and other work done by the Grantee on the Easement shall be performed with only reasonably necessary damage to the Easement area. The Grantee shall reasonably grade and mulch or plant grass seed on surfaces disturbed by construction and shall restore landscaping to as near the condition existing prior to the commencement of the work as is reasonably feasible; provided that, Grantor shall not be obliged to replace damaged landscaping with trees or vegetation exceeding four (4) feet in height.

1.4 Warranty of Title. The Grantor warrants that the Grantor has good title to that portion of the Property for which the Easement is conveyed. The Easement is conveyed based on the Grantor's warranty of good right, title, and interest Grantor now has in that portion of the Property described and depicted in Exhibit A as the Easement.

1.5 Removal of Obstructions. The Grantor shall retain the right to use that portion of the Grantor's Property within the Easement, so long as said use does not interfere with Grantee's use of the Easement and so long as no permanent building or structures are erected on the Easement. Further, Grantor shall not dig, tunnel, or conduct other forms of construction activity on the Easement or on Grantor's Property which would disturb, damage, unearth, or endanger the lateral support to the water utility infrastructure. BEWA shall have the right to remove any building, structure, concrete, paving, decking or other improvement of any kind which is erected or placed on the Easement, at the sole expense of Grantor. BEWA shall have the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the Easement, without liability to Grantor.

II. GENERAL PROVISIONS

2.1 Run with the Land. This Agreement entered into by the Parties, and the Easement granted herein, shall be deemed to touch and concern the land, and shall, therefore, run with the land in perpetuity. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their heirs, successors and assigns.

2.2 Indemnity.

2.2.1 Grantee Obligation. Grantee expressly agrees to appear, defend, indemnify and hold harmless the Grantor and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof, from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) and arising wholly or partially out of any negligent act, action, omission or default on the part of Grantee, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that, Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantor, or Grantor's contractors, subcontractors, employees or agents.

2.2.2 Grantor Obligation. Grantor expressly agrees to appear, defend, indemnify and hold harmless the Grantee and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof, from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) and arising wholly or partially out of any negligent act, action, omission or default on the part of Grantor, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that, Grantor's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantee, or Grantee's contractors, subcontractors, employees or agents.

2.3 Expenses and Attorneys' Fees. The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs and expenses.

2.4 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.

2.5 Nonwaiver of Breach. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.


2.6 Complete Agreement – Modification Must be in Writing. This Agreement constitutes the entire agreement between the Parties as to the matters contained herein. No oral or written statements made by either Party prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon mutual agreement of the Parties.

2.7 Counterparts. This Agreement may consist of two or more separately ratified counterparts, each of which shall constitute a duplicate original of this Agreement.

2.8 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR:
LAURIE L. ANDERSON



GRANTEE:
BLANCHARD EDISON WATER ASSOCIATION INC.



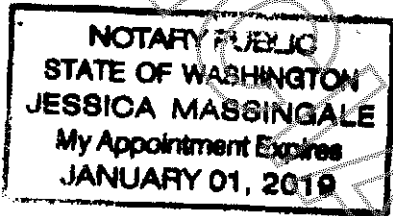
By: Hobart Hansen

Its: President

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that LAURIE L. ANDERSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 16th day of March, 2018.



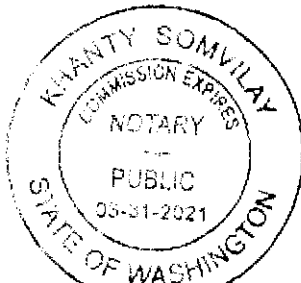
Jessica Massingale
NOTARY PUBLIC in and for the State of Washington.
My commission expires: Jan 1st 2019

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

STATE OF WASHINGTON)
) §
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Hobart Hansen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Blanchard Edison Water Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 20th day of MARCH, 2018.



Kwanly Somvilay
NOTARY PUBLIC in and for the state of Washington.
My commission expires: 03/31/2021

EXHIBIT A
LEGAL DESCRIPTION—WATER-LINE EASEMENT
AFFECTING TAX PARCEL ID NO. P101569

AN EASEMENT, OVER AND ACROSS A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., SAID PARCEL BEING THAT UN-PLATTED TRACT OF LAND CONVEYED ACCORDING TO THE STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9612050034, AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CASED CONCRETE MONUMENT MARKING THE SOUTHEAST SECTION CORNER OF THE AFOREMENTIONED SECTION 3, PER THAT RECORD OF SURVEY, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200105030080, SAID MONUMENT BEING ON THE CENTERLINE OF SUNSET ROAD;

THENCE NORTH 88° 05' 18" WEST, ALONG THE SOUTH SECTION LINE OF SAID SECTION 3 AND THE CENTERLINE OF SAID SUNSET ROAD, 1163.55 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE SOUTHEAST PROJECTION OF THE NORTHEAST MARGIN OF CHUCKANUT DRIVE, SAID ROAD ALSO BEING KNOWN AS WASHINGTON STATE ROUTE NO. 11, AND SAID POINT BEARS SOUTH 88° 05' 18" EAST, 1491.00 FEET MEASURED ALONG THE AFOREMENTIONED SUNSET ROAD CENTERLINE, FROM THE CASED CONCRETE MONUMENT MARKING THE SOUTH QUARTER-CORNER OF SAID SECTION 3;

THENCE NORTH 31° 06' 40" WEST, ALONG THE AFOREMENTIONED SOUTHEAST PROJECTION OF THE NORTHEAST MARGIN OF CHUCKANUT DRIVE, 23.85 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE NORTH MARGIN OF THE AFOREMENTIONED SUNSET ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIBED EASEMENT;

THENCE NORTH 31° 06' 40" WEST, ALONG THE NORTHEAST MARGIN OF SAID CHUCKANUT DRIVE, 98.00 FEET, TO A POINT WHICH BEARS NORTH 87° 48' 34" EAST, 1428.25 FEET DISTANT, FROM THE AFOREMENTIONED SOUTH QUARTER-CORNER OF SECTION 3;

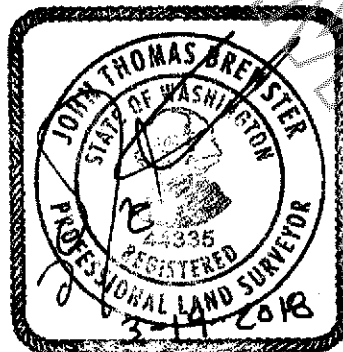
THENCE NORTH 58° 53' 20" EAST, NORMAL TO SAID NORTHEAST MARGIN, 20.00 FEET, TO A POINT ON A LINE PARALLEL WITH, AND 20.00 FEET DISTANT FROM, SAID NORTHEAST MARGIN;

THENCE SOUTH 31° 06' 40" EAST, ALONG SAID OFFSET LINE, 111.00 FEET, TO A POINT ON THE NORTH MARGIN OF THE AFOREMENTIONED SUNSET ROAD;

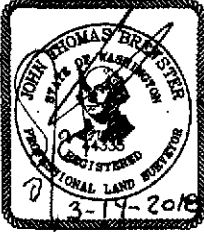
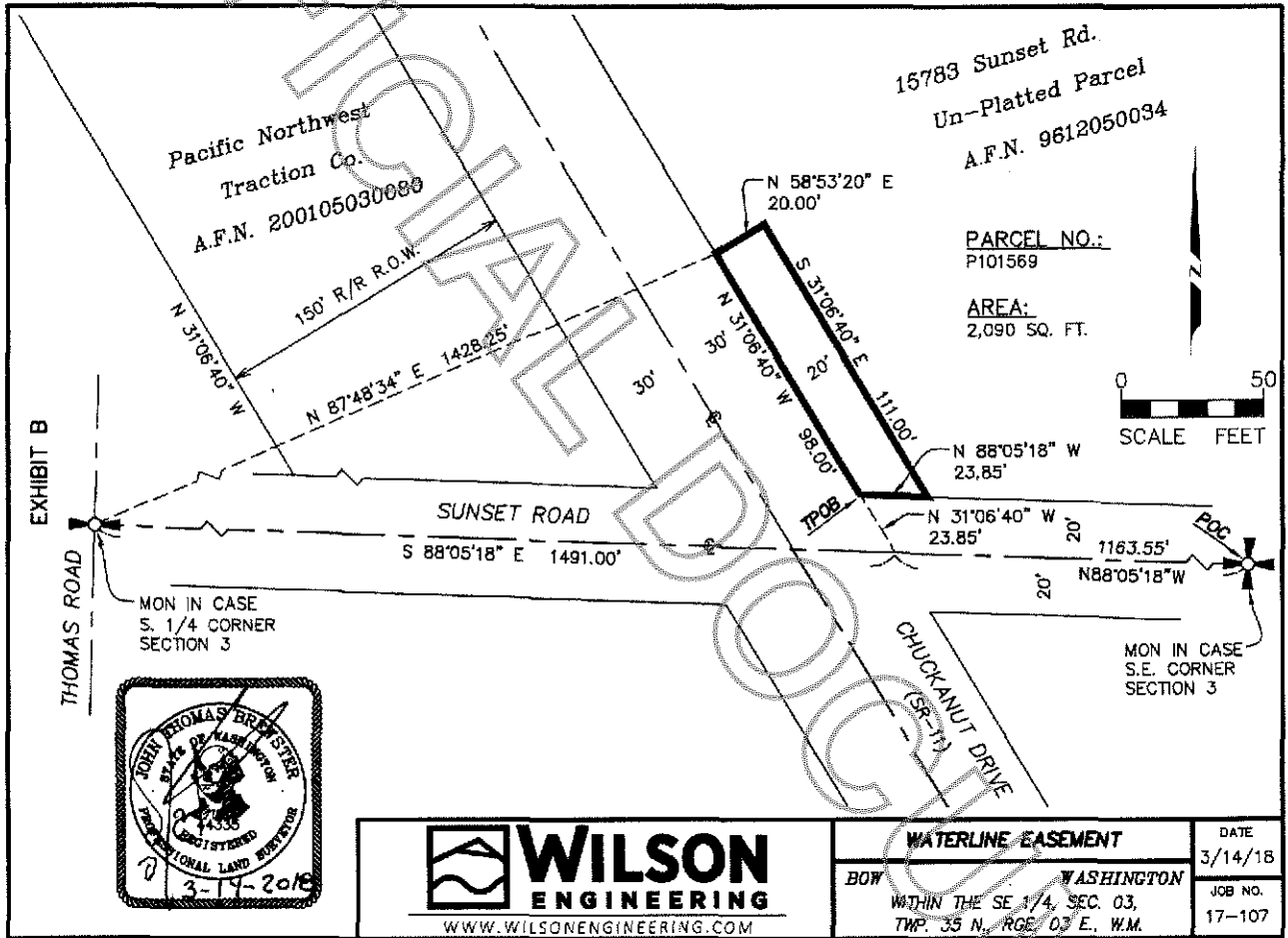
THENCE NORTH 88° 05' 18" WEST, ALONG SAID NORTH MARGIN, 23.85 FEET, TO A POINT AT THE INTERSECTION OF SAME WITH THE AFOREMENTIONED NORTHEAST MARGIN OF CHUCKANUT DRIVE, SAID POINT BEING THE **TRUE POINT OF BEGINNING AND TERMINUS** OF THIS DESCRIBED EASEMENT.

CONTAINS 2,090 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON



UNOFFICIAL DOCUMENT



WILSON ENGINEERING
 WWW.WILSONENGINEERING.COM

WATERLINE EASEMENT		DATE
BOW	WASHINGTON	3/14/18
WITHIN THE SE 1/4, SEC. 03, TWP. 35 N., RGE. 03 E., W.M.		JOB NO.
		17-107