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Skagit County Auditor

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4/2/2018 Page

1 of

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**RETURN TO:**

ROBERT A. CARMICHAEL  
CARMICHAEL CLARK, PS  
P. O. BOX 5225  
BELLINGHAM, WASHINGTON 98227

**DOCUMENT TITLE:**

EASEMENT AGREEMENT

**REFERENCE NUMBER OF RELATED DOCUMENT:**

**GRANTORS:**

Brandon Atkinson and Kate Atkinson, husband and wife

**GRANTEE:**

COLONY MOUNTAIN COMMUNITY CLUB, a Washington Non-Profit Corporation

**ABBREVIATED LEGAL DESCRIPTION:**

PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP  
36 NORTH, RANGE 3 EAST, W.M.,

Full legal description at Exhibit A.

**ASSESSOR'S TAX PARCEL NUMBER(S):**

P48110

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT ("Agreement") is entered into on the 30TH day of MARCH 2018, by and between COLONY MOUNTAIN COMMUNITY CLUB, a Washington Non-Profit Corporation ("CMCC" or "CMCC Homeowners' Association" or "Grantee"), and Brandon Atkinson and Kate Atkinson, husband and wife, ("Owner" or "Grantor") for the purposes set forth herein. CMCC 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:  
A tract of land in the Southwest Quarter of the Southwest Quarter of Section 23, Township 36 North, Range 3 East of the Willamette Meridian, described in Exhibit A, being known as Tract 66 of Colony Mountain, an unrecorded plat.

Which is, Assessor Tax Parcel No. P48110; 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 B; 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 CMCC:

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 B.

**1.2 Purpose.** The Easement shall provide CMCC, 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

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

**APR 02 2018**

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

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 B 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. CMCC 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. CMCC 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:**



Brandon Atkinson



Kate Atkinson

**GRANTEE:**

COLONY MOUNTAIN COMMUNITY CLUB



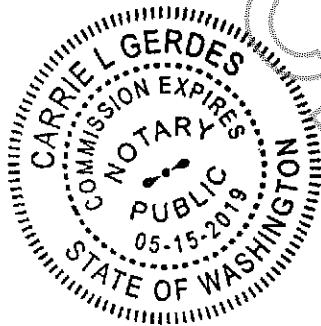
By: Jeremy Means

Its: President

STATE OF WASHINGTON )  
 ) §  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Brandon Atkinson 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 27<sup>th</sup> day of March 2018.

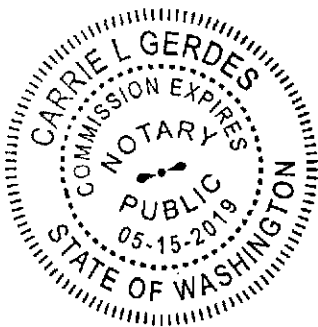


[Signature]  
NOTARY PUBLIC in and for the State of  
Washington.  
My commission expires: 5-15-19

STATE OF WASHINGTON )  
 ) §  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Kate Atkinson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his 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 27<sup>th</sup> day of March 2018.

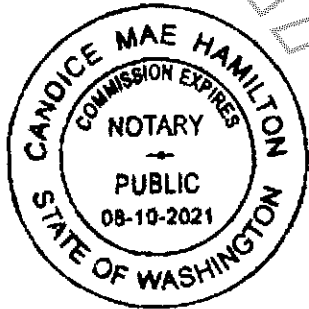


[Signature]  
NOTARY PUBLIC in and for the State of  
Washington.  
My commission expires: 5-15-19

STATE OF WASHINGTON )  
 ) §  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Jeremy Means signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Colony Mountain Community Club 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 21<sup>st</sup> day of March, 2018.



*Candice Mae Hamilton*

NOTARY PUBLIC in and for the state of Washington.  
My commission expires: 08/10/2021

EXHIBIT A

TRACT 66 OF COLONY MOUNTAIN, SWD 200105180113

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 20.71 FEET ON A BEARING OF NORTH 89°36'28" EAST, FROM THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89°36'28" EAST, 695.29 FEET;

THENCE SOUTH 36°22'08" EAST 189.97 FEET;

THENCE SOUTH 54°35'00" WEST, 493.85 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS OF 1110 FEET, THE CENTER OF WHICH CURVE BEARS THE LAST DESCRIBED COURSE;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°03'00", AN ARC DISTANCE OF 194.70 FEET;

THENCE NORTH 45°28'00" WEST, 178.49 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 2970 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 44°32'00" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 4°16'37", AN ARC DISTANCE OF 221.70 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS TRACT 66 OF COLONY MOUNTAIN, AN UNRECORDED SURVEY;

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 0°28'18" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1310.35 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°31'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 81.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 62°41'25" EAST A DISTANCE OF 136.52 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 348.36 FEET, THROUGH A CENTRAL ANGLE OF 54°12'57", AN ARC DISTANCE OF 329.64 FEET TO A POINT OF TANGENCY;

THENCE NORTH 63°05'38" EAST A DISTANCE OF 151.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89°31'24" WEST A DISTANCE OF 573.84 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THAT PORTION WITHIN COUNTY ROAD RIGHT OF WAYS.

## EXHIBIT B

### WATER LINE EASEMENT LEGAL DESCRIPTION

A VARIABLE WIDTH WATER LINE EASEMENT UNDER AND ACROSS A PORTION OF LOT 66 OF THE UNRECORDED PLAT OF COLONY MOUNTAIN WITHIN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, SAID POINT BEING THE MOST NORTHERLY AND EASTERLY CORNER OF LOT 51 OF THE UNRECORDED PLAT OF COLONY MOUNTAIN;

THENCE SOUTH  $00^{\circ}10'53''$  WEST ALONG THE WEST BOUNDARY OF THE NORTHWEST QUARTER OF THE OF SAID SECTION 23, 2,633.03 FEET TO THE WEST QUARTER CORNER OF SAID SECTION;

THENCE SOUTH  $00^{\circ}37'49''$  WEST ALONG THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 1,222.00 FEET TO THE INTERSECTION OF THE SAME WITH THE CENTERLINE OF WOOD ROAD, AS RECORDED UNDER AUDITOR'S FILE NUMBER 544073 SKAGIT COUNTY RECORDS;

THENCE SOUTH  $53^{\circ}50'41''$  EAST ALONG SAID CENTERLINE, 71.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 716.20 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE SOUTH AND EAST CONSUMING A CENTRAL ANGLE OF  $10^{\circ}08'10''$  AN ARC DISTANCE OF 126.70 FEET;

THENCE SOUTH  $63^{\circ}58'41''$  EAST CONTINUING ALONG SAID CENTERLINE 82.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 286.48 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE AND CURVE SOUTH AND WEST CONSUMING A CENTRAL ANGLE OF  $53^{\circ}57'36''$  AN ARC DISTANCE OF 269.80 FEET;

THENCE NORTH  $62^{\circ}03'19''$  EAST CONTINUING ALONG SAID CENTERLINE 116.43 FEET;

THENCE SOUTH  $37^{\circ}15'49''$  EAST 30.31 FEET TO A POINT ON THE SOUTH MARGIN OF SAID WOOD ROAD, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN;

THENCE SOUTH  $37^{\circ}15'49''$  EAST, 47.44 FEET;

THENCE SOUTH  $80^{\circ}16'00''$  EAST, 94.02 FEET;

THENCE SOUTH  $35^{\circ}16'00''$  EAST, 89.99 FEET;

THENCE SOUTH  $22^{\circ}37'19''$  WEST, 55.13 FEET TO A POINT ON THE BOUNDARY LINE COMMON TO THE AFOREMENTIONED LOT 66 AND LOT 67 OF THE UNRECORDED PLAT OF COLONY MOUNTAIN;



**EXHIBIT B (CONT.)**

THENCE NORTH 55°41'08" EAST, ALONG SAID COMMON BOUNDARY, 36.66 FEET;

THENCE NORTH 22°37'19" EAST, 29.56 FEET TO A POINT ON THE BOUNDARY LINE COMMON TO THE AFOREMENTIONED LOT 66 AND LOT 68 OF THE UNRECORDED PLAT OF COLONY MOUNTAIN;

THENCE NORTH 35°16'00" WEST, ALONG SAID COMMON BOUNDARY, 117.47 FEET;

THENCE NORTH 80°16'00" WEST, 87.35 FEET;

THENCE NORTH 37°15'49" WEST, 36.77 FEET TO THE MARGIN OF THE AFOREMENTIONED WOOD ROAD;

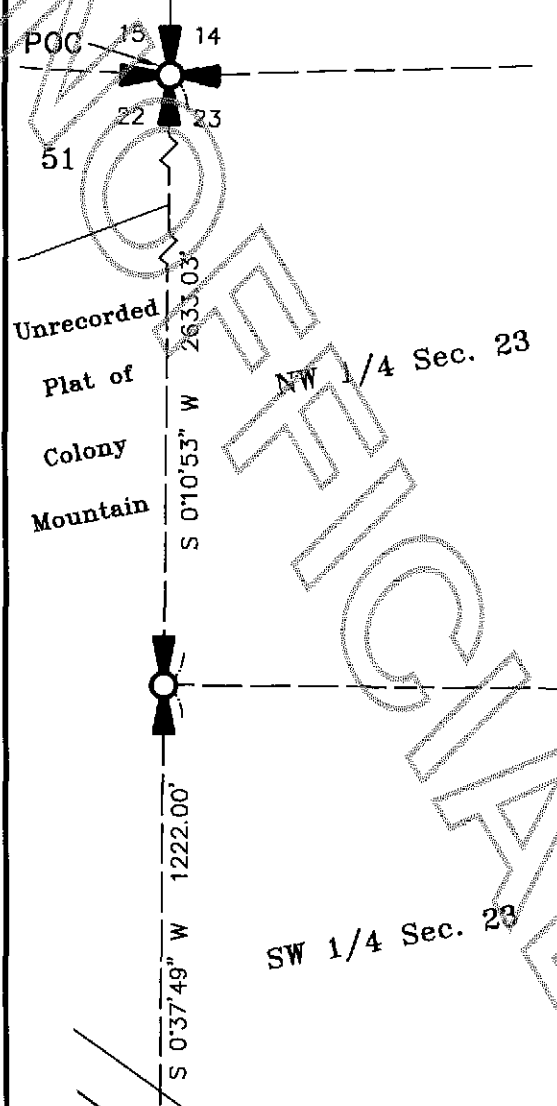
THENCE SOUTH 60°40'57" WEST, ALONG SAID MARGIN, 20.19 FEET TO THE **TRUE POINT OF BEGINNING** AND THE TERMINUS OF THE EASEMENT DESCRIBED HEREIN.

CONTAINS 5,059 SQUARE FEET MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

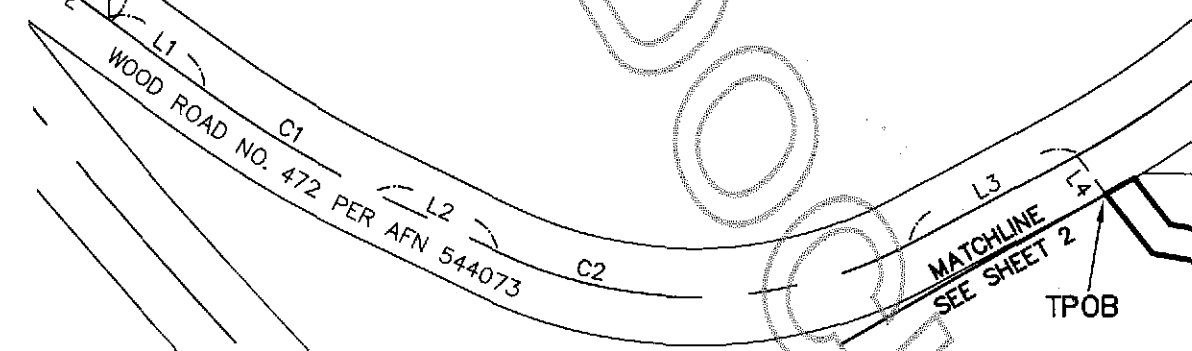


EXHIBIT B

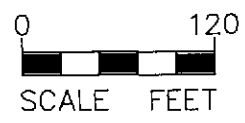


Line Table		
Line #	Direction	Length
L1	S53°50'41"E	71.60'
L2	S63°58'41"E	82.60'
L3	N62°03'19"E	116.43'
L4	N37°15'49"W	30.31'

Curve Table			
Curve #	Radius	Length	Delta
C1	716.20'	126.70'	10°08'10"
C2	286.48'	269.80'	53°57'36"

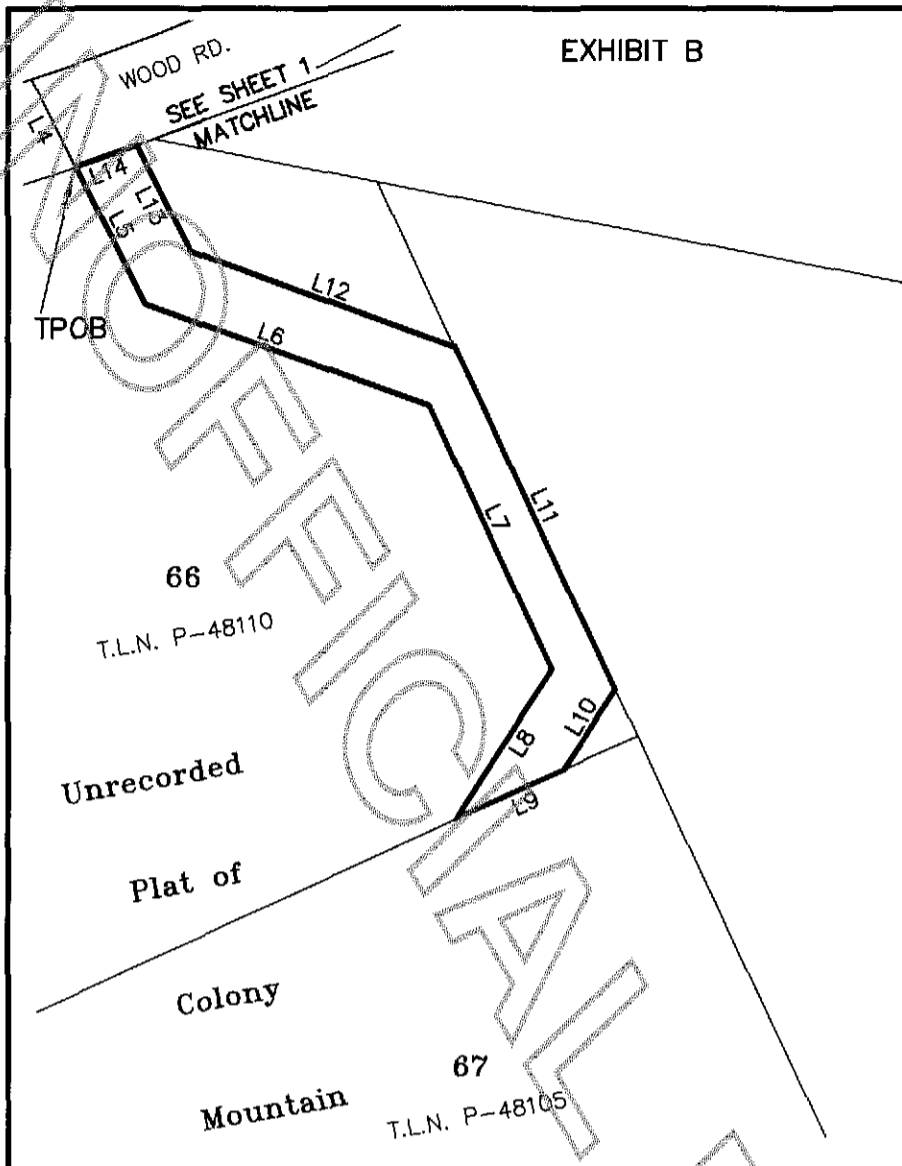


Unrecorded  
Plat of  
Colony  
Mountain  
66  
T.L.N. P. 48110



<p><b>WILSON ENGINEERING</b> WWW.WILSONENGINEERING.COM</p>	DATE 3/28/18	<p><b>WATER LINE EASEMENT</b></p> <p>BOW WASHINGTON</p> <p>WITHIN THE SW 1/4, SEC. 23, TWP. 36 N., RGE. 3 E., W.M.</p>	SHEET 1
	JOB NO. 17089-2		OF 2

EXHIBIT B



PARCEL NO.:  
P-48110

AREA:  
5059 SQ. FT.±



Line Table		
Line #	Direction	Length
L4	N37°15'49"W	30.31'
L5	S37°15'49"E	47.44'
L6	S80°16'00"E	94.02'
L7	S35°16'00"E	89.99'
L8	S22°37'19"W	55.13'
L9	N55°41'06"E	36.66'
L10	N22°37'19"E	29.56'
L11	N35°16'00"W	117.47'
L12	N80°16'00"W	87.35'
L13	N37°15'49"W	36.77'
L14	S60°40'57"W	20.19'

<p><b>WILSON ENGINEERING</b> WWW.WILSONENGINEERING.COM</p>	DATE 3/28/18	<p><b>WATER LINE EASEMENT</b></p> <p><i>BOW</i> WASHINGTON</p> <p>WITHIN THE SW 1/4, SEC. 23, TWP. 36 N., RGE. 3 E., W.M.</p>	SHEET 2
	JOB NO. 17089-2		OF 2