

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Pat Woolcock
3056 Chuckanut Drive
Bow, WA 98232



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Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 18 2018

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

EASEMENT AGREEMENT

Referenced Documents:

Agreement and Easement AFN – 656136
Record of Survey AFN – 200303050014

Grantor (s): JONATHAN K. MILLER, an unmarried person
Grantee (s): PATRICK A. WOOLCOCK & LOIS M. WOOLCOCK, husband and wife
Abbreviated Legal: Ptn Gov. Lot 1, 21-36-3 E W.M.
Additional Legal on page(s): Exhibits A, B and C
Assessor's Tax Parcel Nos.: P47960, 360321-0-021-0005; P47958, 360321-0-019-0009;
P47957, 360321-0-018-0000

THIS AGREEMENT is made and entered into effective as of the 6th day of December, 2018, by JONATHAN K. MILLER, an unmarried person, (hereinafter "Grantor"), and PATRICK A. WOOLCOCK & LOIS M. WOOLCOCK, husband and wife, (hereinafter "Grantees").

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington:

Parcel "A" ("Cottage Property") – See attached Exhibit "A" for legal description.

Parcel "B" ("House Property") – See attached Exhibit "B" for legal description.

AND WHEREAS, GRANTEEES are the owners of the following described real property located in Skagit County, Washington:

See attached Exhibit "C" for legal description.

GRANTOR'S GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED GRANTOR, JONATHAN K. MILLER, an unmarried person, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to GRANTEES, PATRICK A. WOOLCOCK & LOIS M. WOOLCOCK, husband and wife, including any after acquired title, the following described easements:

DESCRIPTION OF EASEMENTS

Driveway Easement

A perpetual, non-exclusive easement for ingress, egress and utilities, over, under and across the "Driveway Easement Area", which Driveway Easement Area consists of the existing roadway extending from Chuckanut Drive (SR11) in a south and westerly direction to the existing septic system located on and/or adjacent to the Grantees' property and which Driveway Easement Area is generally described as the existing roadway and those portions of the House Property and the Cottage Property which are shown on that certain survey recorded March 5, 2003 under Skagit County Auditor's File Number 200303050014, and which are labeled "gravel road" and "concrete driveway". Grantees shall maintain that portion of the existing driveway which is constructed of gravel and which is located westerly of the existing garage on the Cottage Property.

Well Easement

A perpetual, non-exclusive easement over, under and across the Cottage Property for the purpose of ingress and egress, and installation, maintenance, operation and repair of a well, water lines, electrical meter, electrical lines, related utilities, pump and tank house, and related improvements.

Well Protection Easement

A non-exclusive, perpetual easement providing that the Grantor, his heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the Well Protection Easement Area, any potential source of contamination, such as septic tanks, drainfields, sewerlines, underground storage tanks, public roads, railroad tracks, overnight vehicle parking, structures, (except for well accessory buildings), barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description. The Well Protection Easement Area shall be defined as those portions of the Cottage Property and the House Property defined by a circle with a 100.00 foot radius, the center of such circle being located at the location of the well on the Cottage Property.

Water Filters Easement

A non-exclusive, temporary easement over, under, across and within the existing structure located

on the Cottage Property for the purpose of installing, maintaining, operating and replacing existing water filters and related equipment located in the basement of the existing structure located on the Cottage Property. In the event that Grantor wishes to terminate this Water Filters Easement, Grantor shall record with the Skagit County Auditor and also deliver to Grantees, written notice of such intent to terminate this Water Filters Easement one hundred eighty (180) days prior to the date of such termination. Grantees shall have the right, but not the obligation, to remove any and all water filters, utilities, pipes, electrical supplies, wires and any and all other equipment and related improvements (collectively the "Water Filters") from the basement of the existing structure during the 180 days prior to termination. Grantor acknowledges that the Water Filters are owned by and are the personal property of Grantees. Grantor and Grantees agree that ownership of the Water Filters shall automatically transfer to the successors and assigns of the Grantees' interest in the Grantees' real property. Grantor shall provide Grantees with any necessary keys, codes or other access necessary to provide unimpeded and continuous access the Water Filters.

GRANTEES' GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTEES, PATRICK A. WOOLCOCK & LOIS M. WOOLCOCK, husband and wife, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to GRANTOR, JONATHAN K. MILLER, an unmarried person, including any after acquired title, the following described easement:

DESCRIPTION OF EASEMENT

Septic Easement

A perpetual, non-exclusive right, for the benefit of the Cottage Property, to install and maintain a pipe under and across the Grantees' property to connect to Grantees' existing septic tanks for the purpose of discharging into such septic tanks, septage from the existing, single family residence located on the Cottage Property. Grantor shall not discharge any liquids or materials into the septic tanks whatsoever, except for water and human waste. Without limiting or modifying the restriction of the previous sentence, Grantor shall not discharge anything into the septic tanks which is of a volume, pressure, temperature, content or other characteristic such that it would interfere with the proper operation or maintenance of the Grantees' septic system or that would increase the cost of operation or maintenance of the Grantees' septic system. "Septic system" shall be defined to include all septic tanks, pumps, equipment, pipes, conduit, electrical supply, drainfield and any and all other related equipment, improvements and materials. Grantees shall pay all usual and customary costs related to the operation of the septic system. Grantor shall only be responsible for the cost of any damage to the septic system caused by Grantor.

Grantor shall not enter into or perform any work in the adjacent real property which is owned by BNSF and which is subject to a pipeline easement between Grantees' and BNSF. In the event that the Skagit County Health Department, BNSF, the Washington State Department of Ecology,

Skagit County, or any other governing or regulatory body imposes any condition, restriction or other requirement on Grantees and/or the Grantees' septic system because of Grantor's connection to the septic system, then Grantor shall be solely responsible for compliance with such condition, restriction and other requirements. In the event that the capacity of the septic system is insufficient to handle both Grantees' current and future discharges into the system in addition to the Grantor's discharges or in the event that Grantor defaults on the terms of Grantor's obligations under this Septic Easement, then Grantees shall have the right to terminate this Septic Easement by recording a notice of termination of this Septic Easement with the Skagit County Auditor and also delivering to Grantor, a written notice of such intent to terminate this Septic Easement, one hundred eighty (180) days prior to the date of such termination.

GENERAL PROVISIONS

Relationship to Prior Documents.

Anything to the contrary contained in the provisions of that certain Agreement and Easement dated September 17, 1964 and recorded under Skagit County Auditor's File Number 656136, or any addendum, amendment or exhibit thereto notwithstanding, the provisions of this Agreement shall be controlling and shall supersede any provisions in the Agreement and Easement, or addendums, amendments or exhibits in the event of any conflict, interpretation or inconsistency.

Sharing of Utility Expenses

As long as Grantees are the only users of the well and as long as there are no occupants of the residence located on the Cottage Property, the Grantees shall be solely responsible for the cost of all electricity used for the well and Water Filters. At all times, Grantees shall have the right to hold the account with the electrical service provider in Grantees' name. In the event that Grantor commences use of water from the well, then Grantor shall pay ten percent (10%) of the cost of all electricity for the well and ten percent (10%) of all maintenance costs for the well. In the event that one or more persons commence occupancy of the residence located on the Cottage Property, then Grantees shall: (i) have the right, but not the obligation, to transfer the account with the electrical service provider into Grantor's name, and (ii) Grantees' monthly obligation to pay for electricity shall be limited to the monthly average electrical bill for the well and Water Filters for the twelve months prior to the first commencement of occupancy or first use of water by Grantor and Grantor shall be responsible for prompt payment of all charges in excess of Grantees' obligation. Grantor and Grantees shall have the right to install submeters for the well and the Water Filters after which installation Grantees shall pay one half of the cost of electricity for the well as shown by the well submeter and all of the cost of electricity for the Water Filters as shown by the submeter for the Water Filters. Neither Grantor nor Grantees shall request or allow electrical service to the well or Water Filters to be discontinued, disconnected or interrupted in any other way without providing ninety (90) days prior notice to the other party, during which ninety (90) days, the other party shall have the right to arrange with the electrical service provider for electrical service to continue uninterrupted. Grantees shall have the right, but not the obligation, to either install a separate meter to solely provide electricity to the well and related equipment or to connect the well and related equipment to the electrical supply for Grantees' property. Nothing in the preceding sentence shall affect Grantor's obligation to pay for electricity as otherwise

provided in this paragraph. In the event that the owner of the House Property commences use of water from the well then the Grantor's obligations, as provided in this paragraph, shall be the joint and several obligations of the owner(s) of the Cottage Property and the owner(s) of the House Property. At any time, Grantor or Grantees may install water meters to measure water use by the Grantees' Property, the Cottage Property and the House Property. After the date of installation of such water meters, the cost of electricity and maintenance for the well shall be shared by the owners of the Grantees' Property, the Cottage Property and the House Property pro rata based on amount of water used.

Miscellaneous

The benefits, burdens, and covenants of the Easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantees' property, the Grantor and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, and their respective heirs, successors or assigns.

These Easements shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

These Easements may not be modified or amended except by written agreement signed and acknowledged by all parties.

Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

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 hereto hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

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

EXHIBIT ACOTTAGE PROPERTY
Skagit County Assessor's Parcel Number P47958

That portion of Government Lot 1, Section 21, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point on the Southerly right-of-way line of the State Highway (alternate #99) South 52°07'30" East 496.07 feet from the intersection of said Southerly right-of-way line of state highway and the North line of said Lot 1;
Thence South 37°52'30" West 122.0 feet to the Northerly right-of-way line of the Great Northern Railway Co. Railroad;
Thence North 51°47'30" West along said railroad right-of-way 100 feet;
Thence North 37°52'30" East 121.4 feet to the Southerly right-of-way line of state highway;
Thence South 52°07'30" East along said highway right-of-way line 100 feet to the point of beginning.

Situated in Skagit County, Washington

EXHIBIT B

HOUSE PROPERTY

Skagit County Assessor's Parcel Number P47957

That portion of Government Lot 1 in Section 21, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point on the Southerly right-of-way line of the State Highway (alternate #99) South 52 degrees 07'30" East, 496.07 feet from the intersection of said Southerly right-of-way line of State Highway and the North line of said Government Lot 1;
thence South 37 degrees 52'30" West, 122.0 feet to the Northerly right-of-way line of the Great Northern Railroad Company railroad;
thence Southeasterly along said railroad right-of-way, 300 feet;
thence North 37 degrees 52'30" East to the South line of the State Highway;
thence Northwesterly along said State Highway to the point of beginning.

Situate in the County of Skagit, State of Washington

EXHIBIT CGRANTEES' PROPERTY
Skagit County Assessor's Parcel Number P47960

That portion of Government Lot 1, in Section 21, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the Southwesterly line of State Road No. 1 and the North line of Government Lot 1;
thence along said highway South $52^{\circ}07'30''$ East 396.07 feet;
thence at right angles South $37^{\circ}52'30''$ West 121.4 feet, more or less, to the Northerly line of the Great Northern Railway Company's right of way;
thence along said right of way line North $51^{\circ}47'30''$ West to the North line of said Government Lot 1;
thence East along the North line of Government Lot 1 to the point of beginning.

Situate in the County of Skagit, State of Washington.