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Skagit County Auditor

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 31 2019

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

DOCUMENTS ASSIGNED OR RELEASED: None.

GRANTOR(S):

- 1. Ward L. & Kerry J. Weidenbach

GRANTEE(S):

- 1. Bruce A. McCormick

LEGAL DESCRIPTION: Full legal descriptions found on Exhibit A and Exhibit B, pages 6-7.

Abbreviated:

- 1. Ptn. S 1/2 NW, S20, T34N, R3E

ASSESSOR'S PARCEL NUMBER(S):

- 1. 340320-0-005-0008, P22182
- 2. 340320-0-003-0000, P22180

WATER LINE EASEMENT

This WATER LINE EASEMENT ("Agreement") is made as of this 26 day of July, 2019, by and between WARD L. & KERRY J. WEIDENBACH, husband and wife ("Grantor") and BRUCE A. MCCORMICK, an individual ("Grantee").

RECITALS

A. Grantor is the owner of certain real property located in Skagit County, Washington, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Burdened Property").

B. Grantee is the owner of certain real property located in Skagit County, Washington, legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Benefited Property").

C. Grantor is in the process of listing the Burdened Property for sale. Prior to the transfer of the Burdened Property to a third party, the Grantor is electing to place an easement on title to recognize the fact that a water line exists on the Burdened Property that serves of can serve the Benefited Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and conditions herein contained the parties hereby covenant and agree as follows:

1. Grant of Easement.

Grantor does hereby grant, bargain, sell, convey, transfer and deliver unto Grantee, for the benefit of the Benefited Property, a non-exclusive easement (the "Easement") over, under and across a portion of the Burdened Property for the location and use of a water line and appurtenance related thereto. The easement area shall be over the existing as built water line that is the westerly of two lines located in the same trench and shall be ten (10) feet in width as described on Exhibit C and approximately depicted on Exhibit D, both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

2. Duration.

The Easement herein granted shall be perpetual in duration; provided, however, the Easement does not become effective and does not legally provide the Benefitted Property with use of the Easement Area until such time that any fee due under a late comer agreement filed of record with the Town of Laconner and Ward L. and Kerry J. Weidenbach is paid in full. In addition, the Easement does not become effective and does not legally provide the Benefitted Property with use of the Easement Area until such time that any fee due to Ward L. and Kerry J. Weidenbach for the installation of the private line and the provision of this Easement is paid in full. The sum of this obligation is Three Thousand Two Hundred Dollars and 00/100 (\$3,200.00). This payment is also a personal obligation to Ward L. and Kerry J. Weidenbach only and does not run with the land.

3. Use of Easement Areas.

Grantee shall have the right to operate, maintain, repair, replace, and improve the water line, together with all necessary or convenient appurtenances thereto, within the Easement Area. Provided, however, in the event that there are existing improvements, located within the Easement Area the Grantee shall not have the right to disturb the existing improvements.

Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided, however, that Grantor shall not construct or maintain any buildings in the Easement Area without the prior written approval of Grantee.

4. Construction and Maintenance Costs.

Grantee shall be solely responsible for all costs and expenses associated with the maintenance and repair of the water line and related appurtenances in the Easement Area. Grantee shall promptly restore the Easement Area to its previously existing condition after any maintenance or repair and shall bear all costs of said restoration. Grantee shall not permit any liens or encumbrances upon the Burdened Property as the result of any work done by Grantee in the Easement Area.

5. Indemnity.

Grantee, their successors and assigns, shall indemnify and hold harmless Grantor, and Grantor's successors and assigns from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by Grantee, their employees, agents, licensees, contractors, invitees, unless such loss, damage, liability or expense is negligently caused by Grantor, their employees, agents, licensees, contractors or invitees.

6. Attorneys' Fees.

If it shall be necessary for any party to this Agreement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

7. Successors and Assigns.

The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of Grantor and Grantee.

8. Purchase Price/Recording.

The Easement granted herein shall be for no monetary consideration. This Easement shall be recorded in the records of Skagit County.

9. Severability.

Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

The parties have hereunto set their hands and seals on the day and year first above written.

GRANTOR:

Ward L. Weidenbach
Ward L. Weidenbach

Kerry J. Weidenbach
Kerry J. Weidenbach

GRANTEE:

N/A.
Bruce A. McCormick

STATE OF WASHINGTON }
 }
COUNTY OF Skagit } ss.
 }

On this 29 day of July, 2019, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kerry J. Weidenbach**, who acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.


Jessica M. Culp
{Notary Signature}
Notary Public in and for the State of Washington
Residing at: Skagit Co.
My commission expires: 7-25-23

STATE OF MT }
 }
COUNTY OF Custer } ss.
 }

On this 26 day of July, 2019, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Ward L. Weidenbach**, who acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

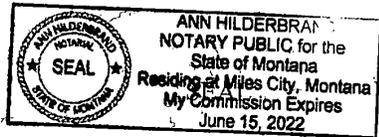

Ann Hilderbrand
{Notary Signature}
Notary Public in and for the State of Washington
Residing at: Miles City
My commission expires: 6-15-22

Exhibit A**Legal Description of Burdened Property**

340320-0-005-0008, P22182

That portion of the Southeast quarter of the Northwest quarter of Section 20, Township 34 North, Range 3 East of W.M., described as follows:

Beginning at the intersection of the West line of said Southeast quarter of the Northwest quarter and the North line of the McLean Road;
thence North along the West line of said subdivision a distance of 520 feet;
thence East parallel to the North line of the McLean Road 335 feet;
thence South parallel to the West line of said subdivision 520 feet to the North line of the McLean Road;
thence West along the North line of said McLean Road 335 feet to the point of beginning.

Situate in Skagit County, Washington.

Exhibit B**Legal Description of Benefited Property**

340320-0-003-0000, P22180

That portion of the Southwest quarter of the Northwest quarter of Section 20, Township 34 North, Range 3 East of W.M., described as follows:

Beginning at the intersection of the East line of said subdivision with the North line of the McLean Road as now established;

thence North along the East line of said subdivision 335.75 feet;

thence West 150 feet;

thence South 335.75 feet;

thence East 150 feet to the point of beginning.

Situate in Skagit County, Washington.

Exhibit C**Legal Description of Easement Area**

An area ten (10) feet in width centered over the existing as built water line, running north from the meter box a distance of 234 feet and located approximately nine (9) feet from the west property line of the Burdened Property. In addition, the easement includes an area ten (10) feet in width centered on a constructed water line that runs from the as built line to the Benefitted Property's property line

Exhibit D

Approximate Depiction of Easement Area

