

**201912310141**

12/31/2019 03:19 PM Pages: 1 of 7 Fees: \$109.50  
Skagit County Auditor

**WHEN RECORDED RETURN TO:**

Norm Nelson, Inc.  
P.O. Box 444  
Burlington, WA 98233

*Land Title and Escrow*

01-175780-0E

**DOCUMENT TITLE(S):**

Drainage Pump Station Maintenance Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTORS:**

Stacey K. Betz, Personal Representative of the Estate of Ronald C. Knutzen, under King County Superior Court Probate Cause No. 18-4-01737-5, and Marilyn E. Knutzen, an unmarried person

**GRANTEE:**

NORM NELSON, INC., a Washington Corporation

**ABBREVIATED LEGAL DESCRIPTION:**

NW SE & Ptn SW NE, 7-35-3 E W.M.

**TAX PARCEL NUMBER(S):**

350307-1-001-0006, P33886, 350307-4-002-0009, P33895

## DRAINAGE PUMP STATION MAINTENANCE AGREEMENT

GIVEN:

This agreement will address the maintenance of the existing pump station for the drainage system that has continuously served approximately 198-acres, more or less, owned in part by RONALD C. KNUTZEN (deceased), subsequently known as Estate of Ronald C. Knutzen, AND MARILYN KNUTZEN, (together "Knutzen") and in part by Norm Nelson, Inc. (NNI). See attached Parcel Map, marked Exhibit "A". As a result of a Boundary Line Adjustment and ownership transfer on a portion of that acreage (approximately 55.7-acres) from Knutzen to NNI, Knutzen now owns approximately 104-acres and NNI now owns approximately 93-acres in the area being serviced by this pump station.

COST SHARE / RESPONSIBLE PARTY:

This agreement proposes to continue the present cost share arrangement of Knutzen and NNI and establishes the respective responsible party as follows:

Knutzen – pays the regular utility bill for electrical requirements of this pump.

NNI – owns the pump and will continue mechanical maintenance of the pump and operational monitoring of the station.

\*\*\*However, there will be an exception for the first years of this arrangement considering the present Knutzen cropping program, the electrical expense will be shared 50/50 by each party. When Knutzen changes their cropping program or there is a new operator on either a leased or sales basis, the expenses will be shared as originally listed.

DEFAULT:

In the case of either party not meeting their obligations as set forth above, the second party may satisfy such obligation on such first party's behalf and send the designated responsible party an invoice for the actual costs incurred, which sums shall immediately become due and payable by the first party to the second party and collectible pursuant to State law. If the services of an attorney are necessary to enforce any terms of this Agreement or to collect such sums, all costs of enforcement shall be paid by the non-prevailing party. All terms of the Agreement are to emphasize the requirement to keep the pump station operational for the successful drainage of the designated area.

HEIRS AND SUCCESSORS:

The terms of this agreement shall be binding upon the heirs, executors, administrators and successors of both parties in like manner as upon the original parties.

IN WITNESS whereof the parties have executed said document on the 9<sup>th</sup> day of Dec., 2019.

KNUTZEN

NORM NELSON, INC.

BY: Stacey Betz

BY: Gerald Nelson

Estate of Ronald C. Knutzen

Dated: December 11, 2019

Gerald E. Nelson, President

Marilyn Knutzen

Marilyn Knutzen

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I hereby certify that I know, or have satisfactory evidence, that Marilyn Knutzen and Stacey Betz, as P. R. for the Estate of Ronald C. Knutzen are the persons who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11<sup>th</sup> day of December, 2019.

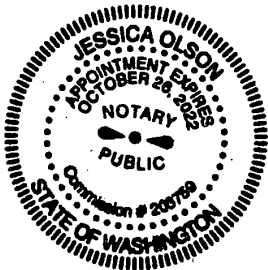
[Signature]

NOTARY PUBLIC in and for the

State of Washington

Residing at Burlington

My commission expires: 10/26/22



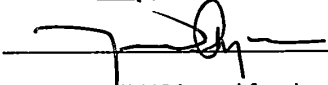
STATE OF WASHINGTON )

)ss.

COUNTY OF SKAGIT )

On this 9<sup>TH</sup> day of Dec., 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gerald E. Nelson, to me known to be the President of NORM NELSON, INC., the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9<sup>TH</sup> day of Dec., 2019.



NOTARY PUBLIC in and for the

State of Washington

Residing at MOUNT VERNON

My commission expires: 11/15/23



UNOFFICIAL DOCUMENT

**SCHEDULE A-1****Norm Nelson, Inc. Ownership  
(Skagit County Assessor's Parcel No. P-33896)**

That portion of the Southwest 1/4 of the Northeast 1/4 and of the Northwest 1/4 of the Southeast 1/4 of Section 7, Township 35 North, Range 3 East, W.M., described as follows:

BEGINNING at the Northeast corner of said Southwest 1/4 of the Northeast 1/4;  
thence South 85°44'16" West along the North line of said Southwest 1/4 of the Northeast 1/4 for a distance of 20.03 feet, more or less, to the Westerly right-of-way margin of Bayview-Edison Road;  
thence South 1°00'09" East along said Westerly right-of-way margin, parallel with the East line of said Southwest 1/4 of the Northeast 1/4 for a distance of 805.54 feet to the TRUE POINT OF BEGINNING;  
thence South 87°24'02" West for a distance of 525.01 feet;  
thence North 2°50'15" East for a distance of 55.86 feet;  
thence North 88°25'52" West for a distance of 761.96 feet to the center of an existing drainage ditch;  
thence South 0°01'49" West along the center of said ditch of centerline extended for a distance of 1,933.33 feet, more or less, to the South line of said Northwest 1/4 of the Southeast 1/4 at a point bearing North 87°33'10" East and a distance of 9.52 feet from the Southwest corner of said Northwest 1/4 of the Southeast 1/4;  
thence North 87°33'10" East along said South line of the Northwest 1/4 of the Southeast 1/4 for a distance of 1,304.56 feet, more or less, to the Westerly right-of-way margin of said Bayview-Edison Road;  
thence North 0°25'31" West along said Westerly margin for a distance of 1,284.19 feet, to an angle point in said Westerly right-of-way margin at a point bearing South 1°00'09" East from the TRUE POINT OF BEGINNING;  
thence North 1°00'04" West along said Westerly right-of-way margin for a distance of 540.71 feet, more or less, to the TRUE POINT OF BEGINNING;

SUBJECT TO a 50.00 foot easement for ingress, egress and utilities over, under and across the South 50.00 feet (as measured perpendicular to the South line) of the Northwest 1/4 of the Southeast 1/4 of said Section 7, Township 35 North, Range 3 East, W.M.

AND SUBJECT TO and TOGETHER WITH a non-exclusive mutually beneficial storm drainage easement over, under and across the South 20.00 feet (as measured perpendicular to the South line) of the Northwest 1/4 of the Southeast 1/4 for the mutual benefit of the grantors property to the West (Skagit County Assessor's Parcel No. P-33890) and the grantees property to the South (Skagit County Assessor's Parcel No. P-33896), maintenance and cost to be shared equitably or as otherwise agreed.

AND SUBJECT TO and TOGETHER WITH a non-exclusive mutually beneficial 20.00 foot wide storm drainage easement over, under and across a strip of land being measured 10.0 feet Westerly and 10.0 feet Easterly of the following described centerline:

BEGINNING at the Northeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 7, Township 35 North, Range 3 East, W.M.;

thence South 85°44'16" West along the North line of said Southwest 1/4 of the Northeast 1/4 for a distance of 20.03 feet, more or less, to the Westerly right-of-way margin of Bayview-Edison Road;

thence South 1°00'09" East along said Westerly right-of-way margin, parallel with the East line of said Southwest 1/4 of the Northeast 1/4 for a distance of 805.54 feet;

thence South 87°24'02" West for a distance of 525.01 feet;

thence North 2°50'15" East or a distance of 55.86 feet;

thence North 88°25'52" West for a distance of 761.96 feet to the center of an existing drainage ditch and being the TRUE POINT OF BEGINNING of said centerline;

thence South 0°01'49" West along the center of said ditch or centerline extended for a distance of 1,933.33 feet, more or less, to the South line of said Northwest 1/4 of the Southeast 1/4 at a point bearing North 87°33'10" East and a distance of 9.52 feet from the Southwest corner of said Northwest 1/4 of the Southeast 1/4 and being the terminus of said centerline;

Said storm drainage easement is for the benefit of the grantors property to the North and West (Skagit County Assessor's Parcel Nos. P-33886 and P-33889, P-33890) and grantees property to the North and South (Skagit County Assessor's Parcel Nos. P-33895 and P-33896), maintenance and cost to be shared equitably or as otherwise agree.

AND ALSO SUBJECT TO and TOGETHER WITH a non-exclusive mutually beneficial easement for access, drainage and utilities for the mutual benefit of the grantors property to the North and West (Skagit County Assessor's Parcel Nos. P-33886 and P-33889, P-33890) and grantees properties to the South (Skagit County Assessor's Parcel Nos. P-33895 and P-33896) , over under and across a portion of the Southwest 1/4 of the Northeast 1/4 of said Section 7, Township 35 North, Range 3 East, W.M., described as follows:

BEGINNING at the Northwest corner of said Southwest 1/4 of the Northeast 1/4;

thence South 85°44'16" West along the North line of said Southwest 1/4 of the Northeast 1/4 for a distance of 20.03 feet, more or less, to the Westerly right-of-way margin of Bayview-Edison Road;

thence South 1°00'09" East along said Westerly right-of-way margin, parallel with the East line of said Southwest 1/4 of the Northeast 1/4 for a distance of 734.18 feet to the TRUE POINT OF BEGINNING;

thence continue South 1°00'09" East along said Westerly margin for a distance of 15.01 feet;

thence South 86°59'24" West for a distance of 483.60 feet;

thence North 88°25'52" West for a distance of 809.76 feet;

thence North 1°01'49" East for a distance of 35.01 feet;

thence South 88°25'52" East for a distance of 50.02 feet;

thence South 0°01'49" West for a distance of 20.01 feet;

thence South 88°25'52" East for a distance of 759.54 feet, more or less, to a point bearing South 86°59'24" West from the TRUE POINT OF BEGINNING;

thence North 86°59'24" East for a distance of 483.52 feet, more or less, to the TRUE POINT OF BEGINNING.

Maintenance and cost to be shared equitably or as otherwise agreed.

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record

Situate in the County of Skagit, State of Washington.

Containing 2,425,959 sq ft, 55.7 acres

This Boundary Line Adjustment is not for the purpose of creating additional building lots.

The above described parcel will be combined or aggregated with contiguous property to the south (P-33896) owned by the grantee.