




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11/03/2021 01:50 PM Pages: 1 of 4 Fees: \$410.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 03 2021

Amount Paid \$ ✓
Skagit Co. Treasurer
By  Deputy

AGREEMENT RE: WATER TANK & EASEMENTS

THIS AGREEMENT is made by and between the Town of Lyman, a Washington municipality ("Lyman"), and Dean L. Stiles & Diane E.E. Stiles, h/w ("Stiles").

Legal Description: *Tract 2 ROS 911200047* *08/35/06*
NO P40879, P101815,
Recitals P111096

- a. Lyman owns a municipal water system, including a reservoir tank and associated piping and other equipment. The tank and other equipment is located on property owned by Stiles and is accessed by a gravel roadway connecting to Pipeline Road.
- b. In 2005, the parties executed an agreement ("2005 Agreement"), under which Stiles would convey to Lyman the property upon which the tank is located, as well as easements for the access road and also for the pipelines and other equipment. A copy of the 2005 Agreement is attached hereto as Exhibit A.
- c. The 2005 Agreement was executed by Stiles, but apparently not by Lyman. It also does not appear that the property upon which the reservoir tank is located was ever conveyed to Lyman, as contemplated by the 2005 Agreement. Nevertheless, the 2005 Agreement has been complied with by the parties since it was executed, insofar as the access roadway has been utilized by Lyman; the reservoir and associated piping, etc. has been in continuous use; the consideration for the 2005 Agreement was paid; and Stiles has been receiving water from Lyman free of charge.
- d. The parties wish to execute the documents necessary to complete the transaction as originally contemplated, and execute this instrument to that end.

Agreement

Now, therefore, in consideration of the 2005 Agreement, as well as the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Contemporaneously with this Agreement, Stiles will execute a Quitclaim Deed and Grant of Easement to Lyman, in the form attached hereto as Exhibit B.

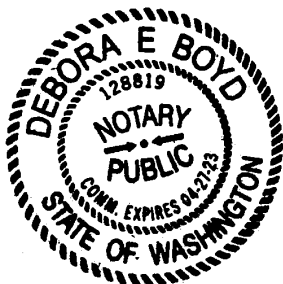
2. Lyman will continue to supply water to the parcel located at 31773 Pipeline Road, Sedro-Woolley, WA 98284, which right shall be transferable to subsequent owners of the said property. The amount of water provided shall be limited to normal residential usage.
3. Lyman will also maintain the roadway in a condition suitable for its use thereof, as well as maintaining the reservoir piping and other equipment crossing the Stiles property.
4. In the event the 31773 Pipeline Road property is actually or potentially damaged due to a malfunction or failure of the water reservoir or the associated equipment, piping, etc. (through no fault of the said property's owner[s] or their agents, servants, invitees, employees, guests, etc.), Lyman will promptly inspect for and repair such damage and will restore the said property to its reasonably approximate condition as the same existed immediately prior to such damage having taken place.

DATED: 10/26/21DATED: 10.26.2021

TOWN OF LYMAN

By: [Signature]
EDWARD HILLS, Mayor[Signature]
DEAN L. STILES[Signature]
DIANE E.E. STILESSTATE OF WASHINGTON)
:ss
COUNTY OF SKAGIT)

On this day personally appeared before me Edward Hills, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of October, 2021.[Signature]

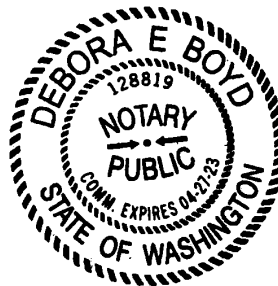
NOTARY PUBLIC in and for the State of Washington, residing at

LymanMy commission expires: 4-27-23Name: Debora E. Boyd

GIVEN under my hand and official seal this 26 day of October, 2021.



GIVEN under my hand and official seal this 26 day of October, 2021.



Debora E Boyd
NOTARY PUBLIC in and for the State of Washington, residing at
Lyman
My commission expires: 4-27-21
Name: Debora E Boyd

AGREEMENT

This Agreement is made and entered into this _____ Day of _____, 2004 by and between the Town of Lyman, a municipal corporation, buyer; and Dean L. and Diane E.E. Stiles, seller.

WHEREAS, the owners have this day conveyed to the buyer certain unimproved real property situated within Skagit County, Washington, to wit:

A portion of Tract 2 of record of Survey recorded under Auditor's File No. 9211200047 and being more particularly described in the attached legal description.

WHEREAS, the Town of Lyman has demolished an existing 148,000 gallon water storage tank and constructed a new 158,000 gallon potable water storage tank on said real property, and replaced an existing 6" water pipeline by constructing a new connecting 12" water pipeline and telemetry system, above ground across property owned by the seller lying between the new reservoir and Pipeline Road, it is understood and agreed between the buyer and seller that the Town reserves the right to access said facilities for the purposes of normal maintenance, repair and replacement of said facilities and reserves right of ingress and egress over and across existing roads and driveways.

THEREFORE, in consideration of said conveyance, the buyer agrees to pay the owner a sum of \$1,500.00 for said real property and to provide without charge, water from the Town of Lyman Water System, to the house(s) located at 31773 Pipeline Lane, Sedro Woolley, WA and 31778 Pipeline Lane, Sedro Woolley, WA. (Amount being limited to that normal and necessary for residential usage.) The Town of Lyman shall also maintain the private roadway extending to the reservoir from Pipeline Lane and crossing parcels identified as P111096, P101815 and P40879 in the Skagit County Assessor's Maps, used to access the Town's water storage reservoir in good and useable condition. The agreement to provide water service without charge to the residence located at 31778 Pipeline Lane, Sedro Woolley, WA will cease at such time as the property changes ownership.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____, 2004.

Dean L. Stiles

Dean L. Stiles

Diane E.E. Stiles

Diane E.E. Stiles

Town of Lyman

Post-it* Fax Note	7671	Date	11/9	# of pages	4
To	ELSON	From	1/1/04		
Co./Dept.	Lyman	Cc.	ADD/ELSON		
Phone #	826-3083	Phone #	424-6909		
Fax #	826-6473	Fax #	424-0149		