

WHEN RECORDED RETURN TO:

NOLAN DAVIDSON  
BARRON QUINN BLACKWOOD PLLC  
306 N. COMMERCIAL ST. SUITE 101  
BELLINGHAM, WA 98225

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Oudman  
DATE 08/23/2024

DOCUMENT TITLE: WELL AND WATERLINE EASEMENT AGREEMENT

GRANTORS: THREE WILLOWS LAKE LLC, a Washington limited liability company, and DELRAE J. ESTVOLD, an individual

GRANTEES: THREE WILLOWS LAKE LLC, a Washington limited liability company, DELRAE J. ESTVOLD, an individual, TRINITY CONNECTION LLC, a Washington limited liability company, and JAMES AND TERESA KENOTE, a married couple

ABBREVIATED LEGAL DESCRIPTIONS: Three Willows Parcel: SW1/4 NW1/4 S 14 T 34, R 1 E W.M. LESS S 680 FT & 330 FT & RD  
Estvold Parcel: W 290 FT OF S 150 FT OF SW 1/4 NW 1/4 NW 1/4, S 14 T 34 R 1 E W.M.  
Trinity Connection Parcel: PTN SW 1/4 NW 1/4 NW 1/4, S 14 T 34 R 1 E W.M.; PTN NW 1/4 NW 1/4 NW 1/4 S 14 T 34 N R 1 E W.M. S OF GOODYEAR RD; 1991 SKYLINE/OAKMANOR 56X28 VIN NO. 06910199DAB, ON P19397  
*Full legal descriptions on page 9 – 11 of this document.*

ASSESSOR'S TAX PARCEL NOS.: Three Willows Parcel: P19403 / 340114-2-018-0009  
Estvold Parcel: P19396 / 340114-2-012-0005  
Trinity Connection Parcel: P19397 / 340114-2-013-0004; P19395 / 340114-2-011-0006; P99552 / 340114-2-013-0100

**WELL AND WATERLINE EASEMENT AGREEMENT**

This WELL AND WATERLINE EASEMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of August, 2024 ("the Effective Date"), by and among THREE WILLOWS LAKE LLC, a Washington limited liability company ("Three Willows"), DELARE J. ESTVOLD, an individual ("Estvold"), TRINITY CONNECTION LLC, a Washington limited liability company ("Trinity Connection"), and James and Teresa Kenote ("Kenotes").

## RECITALS

- A.** Three Willows owns real property situated in Skagit County, Washington, hereinafter referred to as the "Three Willows Parcel" and legally described on the attached **Exhibit A**.
- B.** Estvold owns adjacent real property situated in Skagit County, Washington, hereinafter referred to as "Estvold Parcel" and legally described on the attached **Exhibit B**.
- C.** Trinity Connection owns adjacent real property situated in Skagit County, Washington, hereinafter referred to as "Trinity Connection Parcel" and legally described on the attached **Exhibit C**, which is comprised of two separate but adjacent parcels of real property (Skagit County Parcel Nos. P19397 and P19395). The Trinity Connection Parcel is also improved by a mobile home separate from the real property, identified as Skagit County Assessor's Tax Number P99552. Title to the mobile home is held by the Kenotes as of the Effective Date. For the purposes of this Agreement, so long as the mobile home and real property are separately titled, the mobile home shall be deemed to be part of and appurtenant to the Trinity Connection Parcel and references in this Agreement to the "owner of the Trinity Connection Parcel" shall be deemed to encompass the owner(s) of the real property and the mobile home collectively.
- D.** The Three Willows Parcel is improved by a well.
- E.** Appurtenant to the well is a valve manifold located in a pumphouse on the Estvold Parcel.
- F.** The well and pumphouse together provide water to the Three Willows Parcel, the Estvold Parcel, and the Trinity Connection Parcel via waterlines that cross through all three parcels.
- G.** The well, valve manifold, water lines, and related facilities as they exist on the Effective Date are referred to herein as the "Water System."
- H.** The purpose of this Agreement is to establish the terms and conditions under which the Water System will be used, repaired, maintained, reconstructed, and accessed, and how the costs related to such actions shall be shared among the parties.
- I.** These recitals are a material part of this Agreement and are incorporated therein as if set forth in the body of the Agreement.

## AGREEMENT

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

- 1. WATER SYSTEM EASEMENT.** Three Willows and Estvold hereby grant, convey, and reserve a nonexclusive perpetual easement for the right to use the Water System, and the water produced thereby, for the benefit of the Three Willows Parcel, the Estvold Parcel, and the Trinity Connection Parcel. In addition, Three Willows hereby grants, conveys, and reserves (i) a nonexclusive perpetual easement for the benefit of the Estvold Parcel and the Trinity Connection Parcel over, under, upon, and through the Three Willows Parcel, comprised of a circle ten (10) feet in radius, the center of which is the center of the well, for the purpose of use and maintenance of the well and Water System, together with (ii) a nonexclusive perpetual utility and waterline

easement, for the benefit of the Estvold Parcel and the Trinity Connection Parcel, ten (10) feet in width on either side of the waterlines servicing the Estvold Parcel and the Trinity Connection Parcel, constituting twenty (20) feet in total width. In addition, Estvold hereby grants, conveys, and reserves (i) a nonexclusive perpetual easement for the benefit of the Three Willows Parcel, the Estvold Parcel, and the Trinity Connection Parcel over, under, upon, and through the Estvold Parcel for the existing valve manifold located thereon, comprised of a circle ten (10) feet in radius, the center of which is the center of the existing pumphouse, for the purpose of use and maintenance of the existing pumphouse, together with (ii) a nonexclusive perpetual utility and waterline easement, for the benefit of the Trinity Connection Parcel only, ten (10) feet in width on either side of the existing waterlines located on the Estvold Parcel, constituting twenty (20) feet in total width.

**2. SCOPE OF THE EASEMENT.** This Agreement shall be for the benefit of the Three Willows Parcel, the Estvold Parcel, and the Trinity Connection Parcel, and is for the purpose of allowing the owners of all three properties to operate, maintain, repair, and reconstruct the Water System, and to that end, subject to the limitations set forth in this Agreement, the parties shall have the right and privilege to reconstruct, inspect, alter, improve, or remove the waterlines, valve manifold, and other appurtenances to the Water System, including the well, within the easement areas, which right shall include the right of ingress and egress over the easement areas for the purposes stated herein. No party shall knowingly construct any improvements that interfere with the free use and access to the Water System.

**3. SURVEY.** The Water System has not been surveyed and while the location of the well and pumphouse are apparent, the location of the waterlines is indeterminate for the purpose of this Agreement. Any party may, at their own expense and following reasonable notice to the other parties, engage a surveyor to determine the precise location of any element of the Water System. Any such survey, once recorded, shall reference this Agreement by recording number, shall be incorporated herein by reference, and shall become a part of this Agreement as if set forth herein. Any party may agree to but shall not be obligated to share in the cost of the survey, including recording fees.

**4. MAINTENANCE OF WATER SYSTEM.** The Water System shall be maintained by the owners of the Three Willows Parcel, the Estvold Parcel, and the Trinity Connection Parcel, with the costs being shared equally among all users of the Water System; provided, however, that the owner of any such property may, at any time, install or cause to be installed, at their sole expense, separate utility meters for each property, following which the parties shall share maintenance and electric utility costs according to actual usage. Notwithstanding the foregoing, maintenance of the waterlines located on the Trinity Connection Parcel shall be the sole responsibility of the owner of the Trinity Connection Parcel, and maintenance of the waterlines located on the Estvold Parcel shall be the responsibility of the owners of the Estvold Parcel and the Trinity Connection Parcel. The Water System shall be maintained in good condition in accordance with the standards applicable to water systems of this type which may be imposed by any governmental law, statute, regulation, or ordinance. Any owner may call for work to be done on the Water System by giving thirty (30) days' written notice to the other owner(s). If the other owner(s) does not object in writing within the 30-day period, the proposed work shall be deemed approved. Any objection to such work shall be resolved by the dispute resolution procedure in Section 14 of this Agreement; provided, however, that if emergency maintenance or repairs are required and mutual consent cannot be obtained, then the above notice process shall be waived and either owner may

undertake such emergency repairs and seek reimbursement for the relevant share of the costs thereafter. Notwithstanding the foregoing, in the event that any party (or their invitees, agents, or other representatives) damages the Water System, the cost of repairing such damage shall be the sole responsibility of the party causing such damage.

**5. GENERAL MAINTENANCE REQUIREMENTS.** In the exercise of any of the rights or obligations provided in this Agreement, the parties shall:

- (i) obtain all federal, state, local, and municipal permits, licenses, and approvals necessary for the work to be performed;
- (ii) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto;
- (iii) minimize, to the extent practical, interference with the access to and the operation, occupation, and use of the affected property;
- (iv) except in the event of an emergency or other circumstance where prior notice is not practical, prior to entering another party's property for any purpose, provide forty-eight (48) hours' prior written notice to the owner(s) of such property and a statement describing the anticipated impacts on operation, occupation and use of such property and the anticipated commencement and completion dates for any work;
- (v) when any actual installation or maintenance work is undertaken, pursue the same diligently to completion in a safe and workmanlike manner, keeping the affected area free and clear of excessive debris on a daily basis and erecting barriers in and around all affected areas in order to ensure safety of persons and protection of property;
- (vi) during any period of work, maintain, and/or cause any agent, contractor, or other representative to maintain commercial general liability insurance in such amounts and types of coverage as are customary for similar work;
- (vii) promptly repair any damage to the affected property and any buildings and improvements located thereon (including general clean-up and proper surface and/or subsurface restoration); and
- (viii) keep the affected property free and clear of all liens, charges, and other monetary encumbrances, and if a party fails to discharge any such lien within thirty (30) days, the owner of the affected property may do so and shall be entitled to collect the costs reasonably incurred to discharge such lien.

**6. ASSESSMENTS.** The respective costs of any maintenance, repair, construction, reconstruction, and/or operation may be assessed against the owners of the parcels served by the Water System either before or after the work is completed. Such assessment is effective upon notice to the owner of the respective property to be assessed or at such time as the work is completed, whichever should occur first. Such assessment shall constitute a personal obligation

of the owner of any property benefited, as well as a lien on the property, as of the date due, and such lien may be foreclosed by the other owner of property subject to this Agreement in the same form and manner or procedure as foreclosure of a mechanic's lien under the laws of the State of Washington. Each party obligated to pay assessments herein agrees and recognizes that the expenses of title examination, costs of attorneys, court costs, and interest at the rate of eight percent (8%) per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

**7. REGULATORY COMPLIANCE.** The parties mutually covenant and agree to abide by and comply with all applicable statutes, regulations, ordinances, permits, and orders, whether federal, state, or local, governing the use, operation, maintenance, improvement, or ownership of the Well or Water System, including without limitation requirements governing water conservation. Accordingly, if any parcel owner receives notification from Skagit County and/or any other state or local agency that the parcel owner does not have approval for use of the Water System, then that parcel owner shall immediately stop said usage and disconnect from the Water System as required by the local or state authority.

**8. WATER SYSTEM USERS.** Usage of and connection to the Water System shall be limited to those residences using the Water System as of the Effective Date. No parcel owner shall cause, permit, or allow the connection to any element of the Water System to any other person or property, without the express written consent of the other users, which consent if granted may be revoked at any time.

**9. NO INTERFERENCE WITH USE OF WATER SYSTEM.** No party shall take any action or suffer any action to be taken that will cause damage to the Water System or in any way interrupt water service to the other parties.

**10. BINDING EFFECT.** In all respects, the provisions of this Agreement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

**11. NO WAIVER.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

**12. SEVERABILITY.** Invalidation of any of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**13. INDEMNITY.** Each party shall indemnify, hold harmless, and defend the other parties from and against all expenses, losses, judgments, settlements, or liabilities in relationship to any action, claim, demand, or judgment made, paid, suffered, or incurred resulting from the indemnifying party's use or maintenance of the Water System, including without limitation attorneys' fees and costs incurred by the indemnified party to defend against any action, claim, demand, or judgment.

**14. DISPUTE RESOLUTION.** The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. In the event of a dispute, each party is required to immediately notify the other parties, in writing, of each and every dispute

or disagreement arising out of or related to this Agreement. Upon such written notification, the parties shall, as soon as practicable but in no event longer than five (5) days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all parties. If any such dispute is not resolved within fifteen (15) business days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to Chapter 7.04A RCW. The party wishing to have the dispute referred to binding arbitration shall provide written notice to each party. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the presiding judge of the Skagit County Superior Court shall select the arbitrator following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the procedures for the arbitration. The arbitration shall be heard in Skagit County, Washington within ten (10) business days from the date the non-filing parties were provided notice of the arbitration. The decision of the arbitrator shall be binding and non-appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

**15. ENTIRE AGREEMENT.** This Agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

**16. TERMINATION DUE TO NONUSE.** Upon termination of use of the Water System by the Estvold Parcel, all maintenance obligations of the Estvold Parcel pursuant Sections 4 through 6 of this Agreement shall terminate and the easements granted to the Estvold Parcel pursuant to Section 1 of this Agreement shall also terminate and be of no further force and effect. Upon termination of use of the Water System by the Trinity Connection Parcel, all maintenance obligations of the Trinity Connection Parcel pursuant Sections 4 through 6 of this Agreement shall terminate and the easements granted to the Trinity Connection Parcel pursuant to Section 1 of this Agreement shall also terminate and be of no further force and effect. The parties agree to execute any documentation necessary to effectuate this Section 16. Notwithstanding the foregoing, the termination of maintenance obligations and easement rights with regard to one property set forth in this Section 16 shall not affect any easements or attendant rights or obligations for the benefit of any other property. By way of explanation and not limitation, in the event the Estvold Parcel's rights and obligations are terminated as a result of nonuse, the easement for the elements of the Water System burdening the Estvold Parcel for the benefit of the Trinity Connection Parcel shall remain in effect, but the owner of the Estvold Parcel shall have no further rights or obligations in connection with the Water System.

**17. COUNTERPART SIGNATURES.** This Agreement may be signed in counterparts.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Three Willows Lake LLC:

Kenotes:

Teresa Kenote  
By Teresa Kenote, Authorized Member

James Kenote  
James Kenote

Trinity Connection LLC:

Teresa Kenote  
By Teresa Kenote, Authorized Member

Teresa Kenote  
Teresa Kenote

STATE OF WASHINGTON } §  
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by Teresa Kenote as an individual and as the authorized member of Three Willows Lake LLC and Trinity Connection LLC.

{Stamp}

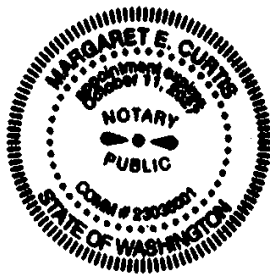


Margaret Curtis  
(Signature) NOTARY PUBLIC Margaret E. Curtis  
Date: August 19, 2024  
My commission expires: October 11, 2027

STATE OF WASHINGTON } §  
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by James Kenote.

{Stamp}



Margaret Curtis  
(Signature) NOTARY PUBLIC Margaret E. Curtis  
Date: August 19, 2024  
My commission expires: October 11, 2027

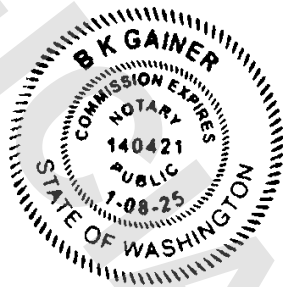
Estvold:

*Delrae J. Estvold*  
Delrae J. Estvold

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } §

This record was acknowledged before me on the date specified below by Delrae J. Estvold.

(Stamp)



*BK Gainer*  
(Signature) NOTARY PUBLIC  
Date: 08/16/2024  
My commission expires: 01/08/2025

***Exhibit A***

LEGAL DESCRIPTION – THREE WILLOWS PARCEL

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE W.M., EXCEPT THE EAST 300 FEET AND  
ALSO EXCEPT THE SOUTH 680 FEET THEREOF, AND EXCEPT COUNTY ROAD ALONG  
THE WEST LINE THEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

**Exhibit B**

## LEGAL DESCRIPTION – ESTVOLD PARCEL

THE WEST 290 FEET OF THE SOUTH 150 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' WEST ALONG THE NORTH LINE OF SAID QUARTER 186.8 FEET TO THE EASTERLY MARGIN OF THE G.W. GOODIER COUNTY ROAD; THENCE SOUTH 59°27'30" WEST ALONG SAID MARGIN TO AN ANGLE POINT OF SAID ROAD 502 FEET;

THENCE SOUTH 3°19'30" EAST 425.7 FEET TO THE SOUTH LINE OF SAID QUARTER;

THENCE NORTH 89°56' EAST 636.2 FEET;

THENCE NORTH 3°59'45" WEST 679.8 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

**Exhibit C**

## LEGAL DESCRIPTION – TRINITY CONNECTION PARCEL

UNRECORDED

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF W.M., LYING SOUTH OF GOODYEAR ROAD.

TOGETHER WITH:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF W.M., DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°58' WEST ALONG THE NORTH LINE OF SAID QUARTER, 186.8 FEET TO THE EASTERLY MARGIN OF THE G.W. GOODIER COUNTY ROAD; THENCE SOUTH 59°27'30" WEST ALONG SAID MARGIN TO AN ANGLE POINT OF SAID ROAD 502 FEET; THENCE SOUTH 3°19'30" EAST 425.7 FEET TO THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 89°56' EAST 636.2 FEET; THENCE NORTH 3°5'45" WEST 679.8 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 290 FEET OF THE SOUTH 150 FEET;

TOGETHER WITH:

A 1991 SKYLINE/OAKMANOR 56X28 MOBILE HOME, VIN 06910199DAB, PARCEL NUMBER P99552.

SITUATE IN SKAGIT COUNTY, WASHINGTON.