

After Recording, return to:
Alverson Tract Owners Association
P. O. Box 1915
Anacortes, WA 98221

For Recorder's Use



200206250052

Skagit County Auditor

6/25/2002 Page 1 of 11 12:19PM

EASEMENT AGREEMENT

GRANTORS: ELIZABETH RUEST and
DAVID C. OLIVER
13714 NE 36th Place
Bellevue, WA 98005

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUN 25 2002

Amount Paid \$
Skagit County Treasurer
By: Deputy

GRANTEE: ALVERSON TRACT OWNERS ASSOCIATION,
A Washington non-profit corporation
P. O. Box 1915
Anacortes, WA 98221

DATE: June 20, 2002.

Tax Parcels No's: P46851, P61737-P61746, P61759-P61765

Legals: Lot 1, Short plat #91-93 AF; Skagit County, Washington
Lots 36-46 and Lots 59-66
"Alversons Camping Tracts First Addition", Skagit County,
Washington

RECITALS:

- A. Grantors are the owners of certain real property, herein referred to as the "Grantors' parcel" and more fully described on "Exhibit A" attached herein and incorporated herein by reference.
- B. Grantee is composed of real property owners to be benefited by the easement agreement contemplated herein, which properties are hereinafter referred to as the "Grantee parcels" and are more fully described on "Exhibit B" attached hereto and incorporated herein by reference.
- C. The parties desire to provide this easement for the installation, repair, maintenance and use of a 4" underground water main, an 8" underground fire main and an underground electrical service to be located on Grantors' property and associated with a well owned by Grantee.

NOW, THEREFORE, it is hereby agreed as follows:

1. **GRANT OF EASEMENT FOR A 4" WATER MAIN, AN 8" FIRE MAIN AND ELECTRICAL SERVICE:**

In consideration for the reconveyance by grantee of all right, title and interest in the Domestic Well Agreement and Easement filed with the Skagit County Recorder's office on August 17, 2000 under Recorder's file number 200008170016, Grantors grant and convey to Grantee an easement to install, repair, maintain and use water mains and electrical service associated with a well owned by Grantee. Grantees shall give Grantors thirty (30) days written notice of the start of the construction period affecting Grantors' parcel.

2. **LOCATION AND DIMENSIONS OF EASEMENT:**

The water and fire main and electrical service easement shall be 8 feet in width and is more fully described in Exhibits C and C-1 attached hereto and incorporated herein by reference. The water mains and electrical service shall be installed underground.

3. **SCOPE OF EASEMENT:**

Such easement for the water mains and electrical service shall be appurtenant to and shall run with the Grantee properties described above, and such easement and the obligations contained in this Agreement shall benefit and be binding upon the owners, their successors or assigns. All rights hereunder reserved in Grantors or otherwise pertaining to Grantors shall run with the land and inure for the benefit of Grantors and Grantors' heirs, successors or assigns. The easement and the rights granted herein are not exclusive to the Grantee and nothing herein shall prevent Grantors from using and enjoying the easement area or granting additional parties access to the



200206250052

Skagit County Auditor

This easement and any and all rights hereunder shall terminate should the easements be abandoned for a period exceeding 180 consecutive days and after thirty (30) days written notice to Grantee. Grantee shall restore, keep, and maintain the easement area in as close to its natural state as is reasonably possible. Any failure to restore, keep, and/or maintain the easement area in its natural state shall entitle Grantors to terminate this easement and any and all rights hereunder, upon thirty days written notice to Grantee, provided, however, Grantee shall have thirty (30) days from receipt of said notice to cure any breach of this paragraph.

4. COSTS:

Grantee agrees to pay all costs of the installation, maintenance, repair and operational expenses relating to the maintenance of the water mains and electrical service running to and from the Grantee's well. The Grantee shall pay all costs of landscaping and maintaining the easement area.

5. ABANDONMENT OF "OLD" ALVERSON WELL:

Grantee agrees to undertake "best efforts" to legally abandon and reconvey the entirety of its rights, title and interests in the "old" Alverson well to Grantor in accordance with the dictates of the Department of Health and other government agencies found to have jurisdiction.

6. INDEMNIFICATION BY GRANTEE:

All equipment and/or improvements installed by Grantee on Grantors' parcel shall be at the sole risk of Grantee. Grantors or Grantors' agents shall not be liable for injury, theft, costs, expenses (including attorneys' fees) or other damage or loss, either to person or property, or from any act of neglect of the grantee or its employees, agents, contractors, licensees or invitees, or from any other person under the Grantee's direction or control. Grantee agrees to defend and shall, and hereby does, indemnify and hold Grantors and Grantors' agents harmless from and against any and all claims, liens or expenses (including attorneys' fees) for damages suffered as aforesaid in or about the Grantors' parcel, equipment, and/or improvements by any person, firm or corporation under Grantee's direction or control.

The foregoing paragraph 6 notwithstanding, Grantee is not responsible for, and shall assume no duty to indemnify Grantor for any cause of action not arising from Grantee's acts or omissions with regard to Grantee's activities, Grantee's agents or Grantee's machinery or equipment.



200206250052

Skagit County Auditor

6/25/2002 Page 3 of 11 12:19PM

7. HAZARDOUS SUBSTANCES:

If any claims, demands, actions, causes of action, damages, liabilities, judgments or costs shall be asserted against or suffered by Grantors, or if Grantors shall incur or suffer any expenses, losses or damage by reason of the contamination or claimed contamination of the Grantors' parcel or personalty by Hazardous Substances arising, in any way, out of Grantee's activities on the Grantors' parcel, including, but not limited to, the mere existence of the easement improvements themselves, Grantee shall indemnify and defend grantor against and hold each of them harmless from any and all claims, liens, costs or expenses (including attorneys' fees) for damages suffered, whether asserted against, suffered by or imposed upon them or either of them while the easement is or remains in effect or after its expiration or termination.

"Hazardous Substances" shall mean substances of any kind or nature which any law, regulation, rule or ruling of courts or executive or administrative bodies of the United States of America, the State of Washington, or other governmental or quasi-governmental authority, or any subdivision of such State, or other governmental or quasi-governmental authority, has determined or at any future time may determine to be hazardous or toxic, whether to humans or as affecting the environment or ecology. For the purpose of this Agreement, "contamination" of the Grantors' parcel or any personalty by Hazardous Substances shall mean that such property then is affected by Hazardous Substances which have been or may be released into or upon the property due to Grantee's acts or omissions or situated in or upon such property at any time in the past, or at any time in the future and before all rights and interests which Grantee (or any of them) and successors and assigns have or may have under this Agreement are extinguished by the exercise of rights and remedies under this Agreement, and irrespective of any knowledge or failure of knowledge of any Grantor with respect to the existence or release of such Hazardous Substances. The foregoing paragraph notwithstanding, Grantee is not responsible for, and shall assume no duty to indemnify Grantors for any cause of action not arising from Grantee, Grantee's agents, acts or omissions with regard to Grantee's activities, or Grantee's machinery and equipment.

8. JOINT AND SEVERAL LIABILITY:

If there be more than one person as Grantee, each Grantee shall be jointly and severally liable to Grantors with respect to any such claims, demands, actions, causes of action, damages, liabilities, judgments or costs which may be asserted against or suffered by Grantors, whether by virtue of any agreement or otherwise.



200206250052

Skagit County Auditor

9. CODE:

As a condition of Grantee's continued rights under this Agreement, Grantee shall construct and maintain all improvements and activities upon the Grantors' parcel in accordance with all applicable local, state, federal and other governmental or quasi-governmental laws and ordinances. Failure to do so shall entitle Grantors to terminate this easement and any rights granted hereunder upon 30 days written notice. In the event of termination of the rights hereunder, all improvements, fixtures and equipment on the premises shall belong to Grantors.

11. LITIGATION EXPENSE:

In the event it is necessary to interpret or enforce any provisions of this Agreement, including enforcement of payments due for repair and maintenance, the prevailing party therein shall be entitled to a reasonable attorney's fee in any trial proceeding or appeal thereof, to be set by the court, in addition to costs and disbursements allowed by law.

12. NOTICE:

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the parties at their addresses set forth above or such other address as they shall provide to the other party in writing, or to either of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the fifth day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

13. LAW:

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state or country. Venue for any action under this agreement shall lie in Skagit County, Washington.

14. PARTIES AND SUCCESSORS:

This agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.



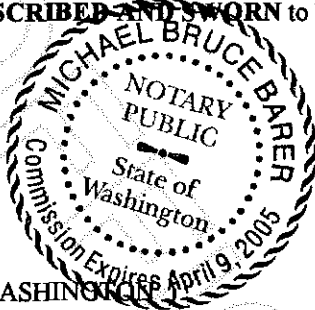
200206250052

Skagit County Auditor

STATE OF WASHINGTON)
) SS
County of King)

On this day personally appeared before me DAVID C. OLIVER, to me know to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 20 day of June, 2002.



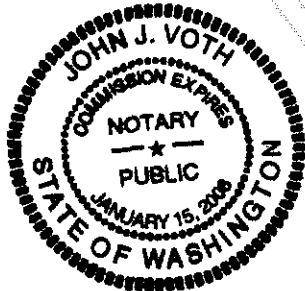
Michael Bruce Barber
Notary Public in and for the State of Washington,
residing at: King County WA
My Commission expires: 4/9/05

STATE OF WASHINGTON)
) SS
County of Skagit)

On this day personally appeared before me HOWARD A. PELLETT, President of ALVERSON TRACT OWNERS ASSOCIATION, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 25th day of June, 2002.

HOWARD PELLETT



John J. Voth
Notary Public in and for the State of Washington,
residing at: Mount Vernon, WA
My Commission expires: 1-15-08



200206250052
Skagit County Auditor

EXHIBIT A

Lot 1 of Skagit Short Plat No. 91-93 as approved October 11, 1992, and recorded September 16, 1992, in Volume 10 of Short Plats, page 118, under Auditor's File No. 9209160031, records of Skagit County, Washington; being a portion of Government Lots 1 through 3, the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 36, Township 36 North, East of the Willamette Meridian.



200206250052

Skagit County Auditor

EXHIBIT B

“Lots 36 through 46 and Lots 59 through 66 of “ALVERSON’S CAMPING TRACTS FIRST ADDITION”, Skagit County, Washington, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.”



200206250052
Skagit County Auditor

6/25/2002 Page 9 of 11 12:19PM

EXHIBIT C-1

LEGAL DESCRIPTION FOR:

An 8 foot wide easement for a water main and a fire main and an electrical service, being a portion of Lot 1 of Short Plat No. 91-093, approved October 11, 1992, recorded September 16, 1992, in Volume 10 of Short Plats, page 118, under Auditor's File No. 9209160031, and being a portion of the Northwest Quarter of Section 36, Township 36 North, Range 1 East, W. M. and described as follows:

An 8 foot wide easement for a water main and a fire main and an electrical service commencing at the Westerly boundary of Grantors' property and adjoining the Northerly boundary of Grantors' property; thence 100 feet, more or less, in a direction S 51° 47' 30"E along the Northerly boundary of Grantors' property to an angle point; thence 100 feet, more or less, in a direction N 38° 12' 30" E; thence 50 feet, more or less, in a direction S 49° 55' 30" E to the SW corner of lots 36 and 37 of the Plat of the First Addition to Alversons Camping Tracts, according to the plat recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington and further described as property #P-61737 and Tax Account Number 3856-000-036-007 by the Skagit County Assessor's Office; thence 100 feet, more or less, in a direction N 38° 12' 30" E along the Westerly boundary of lots 36 and 37 to an intersection with the Southerly boundary of the right of way for Guemes Island Road.

