AFTER RECORDING RETURN TO:
Adelstein Sharpe & Serka LLP
Post Office Box 5158
Bellingham, WA 98227-5158



Skagit County Auditor

\$78.00

8/24/2015 Page

1 of

711:13AM

GRANTORS:

DONALD L. BOSTON AND GAIL M. BOSTON.

HUSBAND AND WIFE

GRANTEE:

INGRID CARLSON

SAL WY MA

LEGAL DESCRIPTION

LOT 1, SKAGIT COUNTY SHORT PLAT NO 397-001,

PTN OF LOT 2, SECTION 19, TOWNSHIP 25 NORTH, RANGE 3 EAST OF W.M., LYING EASTERLY OF COUNTY ROAD EXCEPT NORTH 807 FEET EXCEPT SOUTH

QUARTER GOVERNMENT 2

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NOS.: P34474; P34477

REFERENCE NO.: N/A

EASEMENT FOR WELL, PUMP HOUSE AND APPURTENANCES THEREON

Land Title and Escrow

1 49610-5

This agreement is made and entered into by and between Donald L. Boston and Gail M. Boston, husband and wife, whose address is 9579 Bayview Edison Road, Bow, Washington, hereinafter referred to as the "Grantors" and Ingrid Carlson, whose address is 9537 Bayview Edison Road, Bow, Washington, hereinafter referred to as the "Grantee."

RECITALS

WHEREAS, Grantors' and Grantee's properties defined hereinafter are contiguous parcels;

WHEREAS, it has been identified that Grantee's existing well pump house, power lines to the pump house and water line servicing Grantee's property are encroaching on Grantors' property;

WHEREAS, Grantors are willing to convey a perpetual, exclusive easement on the following terms and conditions:

WITNESSETH:

1. Easement For Well, Pump House, And Water Line.

Grantors hereby convey to Grantee a perpetual exclusive easement for the existing well, pump house, and water line over, under and across the following described real property:

Lot 1, Skagit County Short Plat No. 97-001, approved August 20, 1997 and recorded August 29, 1997 in Volume 13 of Short Plats, Pages 32 thru 33, records of Skagit County, Washington, being a portion of Government Lots 2 and 3, Section 19, Township 35 North, Range 3 East of W.M.

("Servient Estate"), depicted in **Exhibits 1 and 2** which are attached hereto and incorporated by reference herein.

This easement includes the right to withdraw water from the well and to ingress and egress Grantors' property to service, maintain and improve the well, pump house, power line to the pump house and water line servicing Grantee's property.

2. Appurtenant Property.

This easement is appurtenant to the following described real property owned by Grantee:

That portion of Government Lot 2, Section 19, Township 35 North, Range 3 East of W.M., lying easterly of County Road; except the North 807 feet, as measured along the east line of said county road; also except the south 1/4 of said Government Lot 2

Situate in Skagit County, Washington.

("Appurtenant Property")

3. / Conditions.

- (a) Grantee is solely responsible to maintain and improve well, pump house, power line, and waterline.
- (b) Grantee is permitted access to Grantors' property at reasonable hours to undertake maintenance of the water system.
- (c) After completing any maintenance or improvements to the water system, Grantee is responsible to restore Grantors' property to the condition that existed prior to undertaking the maintenance.

4. Successors and Assigns.

This easement shall be construed as a covenant running with the land and shall be binding on successors and assigns of Grantors' and Grantee's properties.

Purpose.

The purpose of this easement is to convey to Grantee the sole right to withdraw water from the existing well located on Grantors' property to serve the Appurtenant Property and ownership of the well, pump house, and appurtenances thereto and waterline ("Water System") so that Grantee maintains the right to maintain and improve the water system serving the Appurtenant Property.

6. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Counterparts.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together will be deemed to constitute one and the same instrument.

DATED this 5th day of AUGU			
DAYEU this OF day of /\od C	2015.		
GRANTORS:			
	M. a man and		
	Lail M. Book		
Donald L. Boston	Gail M. Boston		
Devalo & Both			
GRANTEE:			
1 106	301 mind only		
(nerva/t. Carson)	2KAGII COUNTY WASHINGTON		
Ingrid Carlson	REAL ESTATE EXCEPTAX		
	AUG 2 1 2015		
	ABU & I ZUIS		
	Amount Pairt s		
STATE OF WASHINGTON	Amount Paid \$ (2) Skagit Co. Treasurer		
SKAG-IT) SS.	By LL Deputy		
COUNTY OF WHATCOM	<u>~</u>		
,			
On this day personally appeared before me Donald L. Boston to me known to			
be the individual described in and who executed the within and foregoing instrument			
and acknowledged that he signed the s	same as his free and voluntary act and deed for		
the uses and purposes therein mentione	: d.		
DATED this 540 da	ay of August 2015.		
3,			
	Chan de la		
MARKET THE PARTY OF THE PARTY O	Notes Dublis in and faults		
WINDLENE W. C.	Notary Public in and for the State of Washington, residing at BURLING TO		
	Printed Name: CHARLENE GRICEIN		
TO NOME SEE	My Commission expires 5-20-2019		
A A B A			
NOTA POST OF THE PARTY OF THE P			
	* 771.		

STATE OF WASHINGTON)		
SKAGIT	SS.		
COUNTY OF WHATCOM)		
On this day personally app	neared hefo	vre me Gail M. Ro	ston to me known to be
the individual described in and w	/ho execute	d the within and i	foregoing instrument and
acknowledged that she signed the	e same as l	ner free and volun	itary act and deed for the
uses and purposes therein mention	oned.		-
		Acres de la Company	* ************************************
DATED this	day of_	AVEUST	, 20_/5.
PUBLIC OF WASHINGTON			4
STATE OF A PARTY.	*	harlene.	
		ary Public in and fo	>>>90000000000000000000000000000000000
EOS POJAKA VI			et Burlinaton
PUBLIC SEC			RLENE GRIFFIN
1 0 00 00 00 00 00 00 00 00 00 00 00 00			s 6-20-2019
THE OF WASHING		me. Annu e. e. e. o x alter Mercules alterna e. e. alterna e. delle e. delle e. delle e. delle e. delle e. del	
Mannage Market Comment of the Commen			
STATE OF WASHINGTON) \\\		
SKAGIT	SS.		
COUNTY OF WHATCOM	The control of the co		
a i i i i i i i i i i i i i i i i i i i		K W.I.	
On this day personally ap	peared beto	re me ingrid Car	rison to me known to be
the individual described in and w	'no execute	d the Within and I	foregoing instrument and
acknowledged that she signed the uses and purposes therein mention		ner tree and volun	tary act and deed for the
ases and purposes therent mentic	Micu.		Company of the Compan
DATED this <u>5 れ</u>	day of	AUGUST	, 20.15.
Marie State & State of the Stat		Note that the second	
	***	Manlon	CK. W.
	N (+	IV Public in and fo	
PNOTAR DIZE			or the State of at RURLIFICATION
		ed Name: ("HAK	-2-7-9-1/39-1
A SHIP CONTROL SHARM CONTROL (CASSAC, CASSAC, M. 18/22 SHOW) A Agreement of East Ship con-		Commission expire	- A CALLED AND A C
The washing the	~~· <i>y</i> *	w	
Management of the second			
(\minus Episolius all thorogenetic files uses, logist, at 11/13 kinas) (Lagrennine) files for our			

Bayview Edison Rd

Google

