

After recording, mail to:
Charles W. Sandell, P.S.
7010 35th Ave. NE
Seattle, WA 98115
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
AUG 27 2015



Skagit County Auditor \$76.00
8/27/2015 Page 1 of 5 3:25PM

Amount Paid \$
Skagit Co. Treasurer
By HP Deputy

WATER LINE EASEMENT

WHEREAS, the Estate of James C. Squires, hereinafter referred to as "Grantor," is the owner of a parcel of land located in Skagit County, Washington, legally described on Exhibit "D" (abbreviated legal: A portion of Government Lot 3, Section 36, Township 36 N. Range, 2 East W.M.), as made a part hereof and incorporated herein, being assessor's tax parcel #P47441, and

WHEREAS, the Estate of James C. Squires, hereinafter referred to as "Grantee," is also the owner of an adjoining parcel of land located in Skagit County, Washington, legally described on Exhibit "E" as made a part hereof and incorporated herein, being assessor's tax parcel #P47473, and

WHEREAS, there presently exists on the very southerly edge of a portion of Grantor's property as more particularly described in Exhibit "A", a water terminal hookup and meter box from which a water line is utilized to provide water to the Grantee's property (P47473); and

WHEREAS, Grantor and Grantee do not know the location of the aforesated water line servicing Grantee's property (P47473), but inasmuch as both properties are in the process of being sold to different owners, therefore it becomes a necessity to provide an easement of record for the water line for the benefit of parcel P47473, and

WHEREAS, the Grantor and Grantee, for and in consideration of mutual benefits to be obtained, and with no monetary consideration to either party, hereby covenant and agree as follows:

The Grantor hereby conveys, grants, dedicates, creates, assigns, sets over, and establishes to Grantee and its successors, grantees and assigns, a perpetual easement under the southerly 20 feet of the property legally described on Exhibit "A" for water line purposes, including the right of installation, construction, operation, maintenance, removal, repair, replacement, and right of surface entry, subject to the obligation and requirement that Grantee restore to its present undisturbed appearance and condition the subject affected property from any acts or actions taken herewith.

In the event it is subsequently ascertained that the true location of the subject water line lies beyond the boundaries of the water line easement described in Exhibit "A," and on remaining property of the Grantor, its successors, grantees or assigns (as described in Exhibit "D"), then in such event, Grantee's successors, grantees or assigns shall be obligated at their sole expense to remove and relocate said water line to and underneath the water line easement property as described on Exhibit "A" and restore and repair the property disturbed in the process of relocation to its preremoval condition.

It is further the express intention of the Grantor and the Grantee in the creation of this easement that, notwithstanding the fact that the parties presently own both the Dominant Estate and the Servient Estate, the Doctrine of Merger shall not apply so as to frustrate, extinguish, or terminate the creation of such easement and the obligations created hereunder. Therefore, it is the express intent of the parties to this Agreement that the legal notion of the Doctrine of Merger shall never be applied to the easement created under this Agreement and said easement shall only be cancelled by a proper written document executed by the then record owners of the real property described in Exhibit "E" or by order of the Court having jurisdiction.

In the event that any party to this easement, or their grantees, successors and assigns, is required to institute legal action in order to enforce the terms hereof or to protect their interests, the prevailing party to such action shall be entitled to all of their attorney's fees, expert fees, as well as all other associated costs.

The covenants set forth herein shall run with both parcels as described on Exhibits "D" and "E", and shall be binding upon and inure to the respective owners, their transferees, successors, heirs, administrators, and assigns.

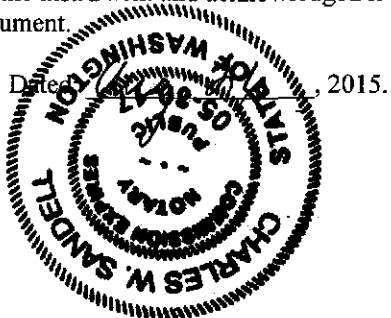
IN WITNESS WHEREOF, this instrument is executed this 16 day of August, 2015.

Joanne Squires, PR
Joanne Squires, Grantor
Personal Representative of the Estate of
James C. Squires

Joanne Squires, PR
Joanne Squires, Grantee
Personal Representative of the Estate of
James C. Squires

State of Washington)
)ss.
County of King)

I certify that I know or have satisfactory evidence that Joanne Squires is the person who appeared before me and said person acknowledge that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



[Signature]

Name: CHARLES W. SANDELL
Notary Public in and for the State of Washington.
My appointment expires: 5-31-17

EXHIBIT "D"

ESTATE OF JAMES CLIFFORD SQUIRES

Tax Parcel Number P47441

"AFTER BOUNDARY LINE ADJUSTMENT"

LEGAL DESCRIPTION

All that portion of Government Lot 3 of Section 36, Township 36 North, Range 2 East, W.M. lying North of the County Road commonly known as Samish Island Road, described as follows:

Beginning at a point on the North line of said Government Lot 3, which is South 89°03'30" West, 483.43 feet from the Northeast corner of said Government Lot 3;
thence South 01°35'00" East and parallel with the East line of said Government Lot 3 to the Northerly line of the County road right-of-way;
thence Westerly along said Northerly line of the County road right-of-way to a point on the East line of the West 150 feet of said Government Lot 3;
thence North along said East line to a point on the North line of said Government Lot 3;
thence North 89°03'30" East along the North line of said Government Lot 3 to the point of beginning.

TOGETHER WITH the following described tract of land:

Commencing at a point on the North line of said Government Lot 3, which is South 89°03'30" West, 483.43 feet from the Northeast corner of said Government Lot 3;
thence South 01°35'00" East and parallel with the East line of said Government Lot 3, a distance of 323 feet to a boundary corner of that Amendment To Grant Of Conservation Easement from James Clifford Squires, Grantor, to Skagit Land Trust, a Washington nonprofit corporation, Grantee, by that instrument recorded March 8, 2004 under Auditor's File No. 200403080149, records of Skagit County, Washington, and which point is the TRUE POINT OF BEGINNING of this property description;
thence continuing South 01°35'00" East along a line parallel with the East line of said Government Lot 3, a distance of 418 feet, more or less, to a point on the North line of the County road right-of-way;
thence Easterly along the North line of the County road right-of-way to a point which bears South 11°28'00" East, a distance of 422 feet, more or less, from the True Point of Beginning;
thence North 11°28'00" West, a distance of 422 feet, more or less, to the True Point of Beginning of this property description.

Situate in the County of Skagit, State of Washington.

DENNY D. LEGRO

Registered Professional Land Surveyor

License No. 37532

Date: 8/19/2015

EXHIBIT "E"

ESTATE OF JAMES CLIFFORD SQUIRES

Tax Parcel Number P47473

"AFTER BOUNDARY LINE ADJUSTMENT"

LEGAL DESCRIPTION

That portion of Government Lot 3 of Section 36, Township 36 North, Range 2 East, W.M. lying North of the County Road commonly known as Samish Island Road, described as follows:

Beginning at a point on the North line of said Government Lot 3, which is South 89°03'30" West, 233.43 feet from the Northeast corner of said Government Lot 3;
thence South 89°03'30" West, along said North line 250 feet;
thence South 01°35'00" East and parallel with the East line of said Government Lot 3 to the Northerly line of the County road right-of-way;
thence Easterly along said Northerly line of the County road right-of-way to a point on a line which is parallel to the East line of said Government Lot 3 and which intersects the place of beginning;
thence North 01°35'00" West, 738.53 feet to the place of beginning.

EXCEPT that portion thereof described as follows:

Commencing at the Northwest corner of the above described tract of land, which point bears South 89°03'30" West, 483.43 feet from the Northeast corner of said Government Lot 3;
thence South 01°35'00" East and parallel with the East line of said Government Lot 3, a distance of 323 feet to the Southwest corner of that Amendment To Grant Of Conservation Easement from James Clifford Squires, Grantor, to Skagit Land Trust, a Washington nonprofit corporation, Grantee, by that instrument recorded March 8, 2004 under Auditor's File No. 200403080149, records of Skagit County, Washington, and which point is the TRUE POINT OF BEGINNING of this property description;
thence continuing South 01°35'00" East along a line parallel with the East line of said Government Lot 3, a distance of 418 feet, more or less, to a point on the North line of the County road right-of-way;
thence Easterly along the North line of the County road right-of-way to a point which bears South 11°28'00" East, a distance of 422 feet, more or less, from the True Point of Beginning;
thence North 11°28'00" West, a distance of 422 feet, more or less, to the True Point of Beginning of this property description.

Situate in the County of Skagit, State of Washington.

DENNY D. LEGRO
Registered Professional Land Surveyor
License No. 37532
Date: June 23, 2015

EXHIBIT "A"

WATER LINE EASEMENT

Serving P47473

Across P47441

LEGAL DESCRIPTION

That portion of Government Lot 3 of Section 36, Township 36 North, Range 2 East, W.M., described as follows:

The Southerly 20 feet of the following described tract of land:

Commencing at a point on the North line of said Government Lot 3, which is South 89°03'30" West, 483.43 feet from the Northeast corner of said Government Lot 3;
thence South 01°35'00" East and parallel with the East line of said Government Lot 3, a distance of 323 feet to a boundary corner of that Amendment To Grant Of Conservation Easement from James Clifford Squires, Grantor, to Skagit Land Trust, a Washington nonprofit corporation, Grantee, by that instrument recorded March 8, 2004 under Auditor's File No. 200403080149, records of Skagit County, Washington, and which point is the TRUE POINT OF BEGINNING of this property description;
thence continuing South 01°35'00" East along a line parallel with the East line of said Government Lot 3, a distance of 418 feet, more or less, to a point on the North line of the County road right-of-way;
thence Easterly along the North line of the County road right-of-way to a point which bears South 11°28'00" East, a distance of 422 feet, more or less, from the True Point of Beginning;
thence North 11°28'00" West, a distance of 422 feet, more or less, to the True Point of Beginning of this property description.

Situate in the County of Skagit, State of Washington.

DENNY D. LEGRO

Registered Professional Land Surveyor

License No. 37532

Date: August 14, 2015