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Skagit County Auditor

When recorded return to:

Michael A. Winslow
Attorney at Law
1204 Cleveland Ave.
Mount Vernon, WA 98283

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Bear
DATE 4/6/21

Easement for Utilities: Side Sewer Line

Grantors: Grant Cundy and Audrey Cundy, Husband and Wife

Grantees: Marty T. Wick and Susan K. Wick, Husband and Wife

Legal Description: Portion of Lot 1, City of Anacortes BLA; #BLA-2015-0009; Recorded under AFN 201510080086, Records Skagit County. Full Legal per Parcel A, Page 5
PTN Lots 67-69 Anaco Beach

Assessor's Property Tax Parcel or Account No.: P119973

Reference #s of Documents Assigned/Released: None

29th AGREEMENT

This agreement is made March 29th, 2021, by and between Grant Cundy and Audrey Cundy, as Grantors (herein after "Grantor"), and Marty T. Wick and Susan K. Wick, Grantees (herein after "Grantee").

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive, perpetual easement (the "easement") over, under, through, and across Grantor's property described as Parcel A, on Page 5 attached hereto, and made a part hereof by this reference. Said easement shall be for underground utilities described as follows: side sewer line, together with the right of ingress and egress for purposes of installing and maintaining the described utilities. Said easement benefits the property of the Grantee, which property is described as Parcel B on Page 6, which is attached hereto, and made a part hereof by this reference. The utility easement shall be appurtenant to the Grantee's property described as Parcel B and shall be a covenant running with the land in perpetuity. The easement granted hereunder shall be located as follows: The easement for placement and burial of the side sewer line shall be 10 feet in width, with the center line being the *as built* location of a Four-inch side sewer line currently serving the Grantee's parcel, together with access for repair and maintenance over the *pan handle* area of Grantor's parcel, being the Southerly 20 Feet of the Westerly 89 Feet of Parcel A.

2. Notice of Repair and Maintenance. The Grantee shall assume primary responsibility

Cundy to Wick Sewer Easement-1

for directing any work in respect to maintenance, repair, or replacement of the utility service, provided, however, that Grantee shall give notice of intent to undertake such maintenance, repair, or replacement of the utility not less than 10 days from date of commencement of the intended service. Grantee shall add three (3) concrete basins for each sewer clean-out for Grantor, Grantee, and the local government authority. Each clean-out shall have a heavy metal locking lid. The clean-outs and locking lids shall be installed no later than three (3) weeks following execution of this Easement. The specifications of the concrete basin and locking lids shall be pre-approved by Grantor, in Grantor's sole discretion. All expenses associated with the concrete basins, locking lids, clean-out installation, and repair and maintenance of the Grantee's side sewer and the concrete basins, clean-outs, and locking lids shall be paid by Grantee. The parties agree that whenever possible such maintenance, repair, or replacement shall be performed in a manner so as to cause the least disruption necessary to the Grantor. In the event that any maintenance, repair, or replacement is required on an emergency basis, the Grantee shall give as much notice to the Grantor as is reasonably possible under the circumstances.

3. Restoration of the Surface of the Ground. As part of the maintenance, repair, or replacement of the said utility, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of lawn, shrubs, and landscaping. All such work shall be completed within a reasonable time, taking into consideration inclement and freezing weather. Such expense shall be part of the cost of maintenance, repair, or replacement of the utility to be borne by Grantee.

4. Compliance of Laws and Rules. The parties agree that all work to be performed in respect to the maintenance, repair, or replacement of the said utility shall be accomplished in accordance with applicable rules and regulations of any public authority having jurisdiction over the property and the specific utility.

5. Work Standards. All work to be performed pursuant to the requirements of this agreement shall be completed by licensed, insured, and bonded contractors and shall be completed in a careful and workmanlike manner. In the event of replacement or relocation of any utility, an *as-built* drawing shall be prepared by the person performing the work and provided to both Grantor and Grantee, showing the location and depth of the utilities placed underground within the easement area.

6. Attorney's Fees and Venue. Venue for any action concerning this agreement shall be in Skagit County. Both parties consent to the jurisdiction of the Superior Court in respect to all claims pertaining to this agreement. In the event of a dispute between the parties regarding the rights and responsibilities or obligations created by this agreement, or in the event any action is taken to enforce any term of this agreement, then the substantially prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court by the other prevailing party.

7. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

8. **Claims Resolved.** This Agreement resolves all claims between the Parties regarding the side sewer location and establishment of an easement for said side sewer line.

APRIL 2
DATED March _____, 2021.

GRANTORS:

Grant Cundy *Grant Cundy*

Audrey Cundy *Audrey Cundy*

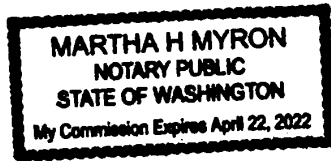
State of Washington)
)ss
County of SKAGIT)

I certify that I know or have satisfactory evidence that Grant Cundy and Audrey Cundy, Grantors, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

APRIL 2
Dated: ~~March~~ _____, 2021.

MARtha Myron
Martha Myron, Notary Public
My appointment expires: APRIL 22, 2022

XXXXXXXXXXXX
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Parcel A-Cundy Parcel

Lot 1, *City of Anacortes Boundary Line Adjustment No. BLA-2015-0009*, Recorded October 8, 2015, under Skagit County Auditor's File No. 201510080086; more fully described as follows:

That portion of Lots 67, 68, and 69 "Anaco Beach, Skagit County, Washington", as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, also being a portion of the Southeast 1/4 of Section 27, Township 35 North, Range 1 East, W.M., being more particularly described as follows:

BEGINNING at the most Southerly corner of Lot 2 of that certain Boundary Line Adjustment map recorded under Skagit County Auditor's File No. 200403020078, also being the Westerly most corner of Lot A of Marine Point Short Plat No. ANA-04-009, recorded under Skagit County Auditor's File No. 200408250062;
thence North 57°52'27" West along the Southerly line of said Lot 1, also being the Northerly right-of-way margin of Anaco Beach Road, for a distance of 131.03 feet to a point of curvature;
thence along the arc of said curve to the right having a radius of 50.00 feet, through a central angle of 51°11'06" (Called 51°10'43" on previous descriptions) an arc distance of 44.67 feet (called 44.66 feet on previous descriptions), more or less, to the Easterly right-of-way margin of Marine Drive;
thence North 44°02'01" East along said Easterly right-of-way margin for distance of 20.05 feet;
thence South 30°13'26" East for a distance of 39.35 feet;
thence South 57°52'27" East for a distance of 50.86 feet;
thence North 44°02'01" East for a distance of 43.93 feet;
thence North 32°07'33" East for a distance of 19.38 feet;
thence South 79°34'50" East for a distance of 13.21 feet;
thence North 44°02'01" East for a distance of 40.15 feet;
thence South 40°25'25" East for a distance of 52.95 feet, more or less, to a point bearing North 32°07'33" East from the POINT OF BEGINNING, being a point on the Westerly line of said Marine Point Short Plat No. ANA-04-009;
thence South 32°07'33" West along said Westerly line for a distance of 110.67 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Cundy to Wick Sewer Easement-5

Parcel B-Wick Parcel

Lot 2, *City of Anacortes Boundary Line Adjustment No. BLA-2015-0009*, Recorded October 8, 2015, under Skagit County Auditor's File No. 201510080086; more fully described as follows:

That portion of Lots 67, 68, and 69 "Anaco Beach, Skagit County, Washington", as per plat recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, also being a portion of the Southeast 1/4 of Section 27, Township 35 North, Range 1 East, W.M., being more particularly described as follows:

BEGINNING at the most Southerly corner of Lot 2 of that certain Boundary Line Adjustment map recorded under Skagit County Auditor's File No. 200403020078, also being the Westerly most corner of Lot A of Marine Point Short Plat No. ANA-04-009, recorded under Skagit County Auditor's File No. 200408250062;
thence North 57°52'27" West along the Southerly line of said Lot 1, also being the Northerly right-of-way margin of Anaco Beach Road, for a distance of 131.03 feet to a point of curvature;
thence along the arc of said curve to the right having a radius of 50.00 feet, through a central angle of 51°11'06" (Called 51°10'43" on previous descriptions) an arc distance of 44.67 feet (called 44.66 feet on previous descriptions), more or less, to the Easterly right-of-way margin of Marine Drive;
thence North 44°02'01" East along said Easterly right-of-way margin for distance of 20.05 feet and being the TRUE POINT OF BEGINNING;
thence continue North 44°02'01" East along said Easterly right-of-way margin of Marine Drive for a distance of 110.17 feet;
thence South 45°57'59" East for a distance of 94.65 feet;
thence South 44°02'01" West for a distance of 40.15 feet;
thence North 79°34'50" West for a distance of 13.21 feet;
thence South 32°07'33" West for a distance of 19.38 feet;
thence South 44°02'01" West for a distance of 43.93 feet;
thence North 57°52'27" West for a distance of 50.86 feet, more or less, to a point bearing South 30°13'26" East from the TRUE POINT OF BEGINNING;
thence North 30°13'26" West for a distance of 39.35 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

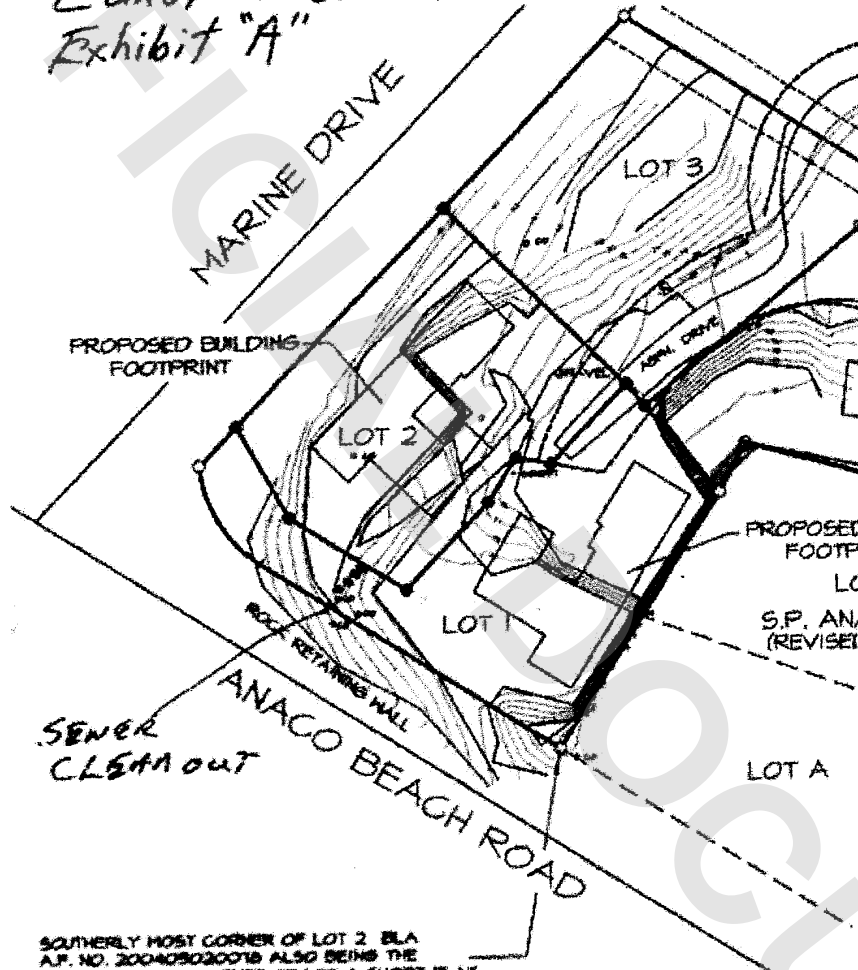
Situate in the City of Anacortes, County of Skagit, State of Washington.

Cundy to Wick Sewer Easement-6



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AW.pdf

CUNOY TO WICK EASEMENT Exhibit "A"



SOUTHERLY MOST CORNER OF LOT 2 BEING ALSO BEING THE NORTHERLY MOST CORNER OF LOT A SHORT PLAT ANA-04-002 A.P. NO. 200408250082

----- APPROX. CENTER LINE SEWER EASEMENT