

COVER SHEET



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Skagit County Auditor

RETURN TO:

Stuart B. VanBuren
17963 Wood Road
Bow WA 98232

DOCUMENT TITLES:

Easement and Well Maintenance Agreement

REFERENCE NUMBERS OF DOCUMENTS: Short Plat recorded AF# 201210290236

GRANTORS:

VanBuren, Stuart B.
VanBuren, Colleen

GRANTEES:

VanBuren, Stuart B.
VanBuren, Colleen

LEGAL DESCRIPTION: (abbreviated)

E1/2,SE 1/4,NE1/4, SECT.24, TWN.36N., RNG.3E.WM and E1/2,NE 1/4,SE1/4,
SECT.24, TWN.36N., RNG.3E.WM

ASSESSOR'S PARCEL NO.: P48170, P48171, P131235, P131238

Filed for Record by:

Stuart VanBuren
17963 Wood Road
Bow WA 98232

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 23 2021

Amount Paid \$
Skagit Co. Treasurer
By *BT* Deputy

EASEMENT AND WELL MAINTENANCE AGREEMENT

This Easement and Well Maintenance Agreement is made this 21st day of July, 2021, between **Stuart B. VanBuren and Colleen VanBuren**, husband and wife ("Grantor" herein) and **Stuart B. VanBuren and Colleen VanBuren** husband and wife ("Grantee" herein). Witnesseth:

WHEREAS, Grantor is the owner of the real property described in Exhibit A attached hereto and by this reference made a part hereof, and

WHEREAS, Grantee is the owner of the real property described in Exhibit B attached hereto and by this reference made a part hereof, and

WHEREAS, the real property described in Exhibit A and Exhibit B are separate and distinct but adjacent legal parcels of land currently owned by Stuart B. VanBuren and Colleen VanBuren, husband and wife; however, the real property described in Exhibit B is to be sold to a third party, which transfer will sever the common ownership, and

WHEREAS, there is currently existing on the real property described in Exhibit A a water well, together with water pipeline facilities, which service and benefit only the real property described in Exhibit B, and

WHEREAS, for the purposes of insuring legal access to the water well and pipeline facilities on the real property described in Exhibit A for the benefit of the real property described in Exhibit B, and in anticipation of the non-common ownership of the parcels at issue, Grantor intends to grant to Grantee a nonexclusive perpetual water well and pipeline easement upon the real property described in attached Exhibit A, which easement location is identified in Exhibit C attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual benefits and other good and valuable consideration, Grantor hereby conveys to Grantee a water well and pipeline easement for the use, operation and maintenance of the existing water well and water pipeline facilities upon the real property described in attached Exhibit A, to benefit the real property described in attached Exhibit B, and which easement dimensions are more specifically described in attached exhibits C and D, all of which exhibits are incorporated herein by reference.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which Grantor and Grantee hereby promise to faithfully and fully observe and perform:

1. The well and pipeline facility easement use is limited to drawing water from the existing well and pipeline facilities for sufficient domestic usage for one (1) single family residence located on the real property described in attached exhibit B, which use shall not be enlarged or altered without the written consent of Grantor.

2. Grantee's right of entry and easement is limited to the use, maintenance and repair of the existing well and pipeline facilities.

3. Grantor reserves the exclusive right to occupy and utilize the real property described in attached exhibit A and C for any and all purposes, provided Grantor's use does not substantially interfere with Grantee's use in 1 and 2 above. Grantor further reserves all rights with respect to its property, including without limitation, the right to grant easement licenses and permits to others, subject to the rights granted in this Agreement.

4. The cost of use, operation, maintenance, repair and any other cost associated with the well and pipeline facilities shall be paid solely by Grantee. Grantee shall not allow any lien or charge be levied against the real property described in attached exhibit A and C. Further Grantee, at its sole expense, shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work.

5. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor on account of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein. Should Grantor cause physical damage to the well site or pipeline facilities, Grantor shall promptly repair said damage at Grantor's sole expense.

6. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof. Further, Grantor does not warrant the quantity or quality of the water from the subject well, nor does the Grantor warrant the quality of the well site machinery or the pipeline facilities. Grantee takes the existing well site and pipeline facilities "as is".

7. The grant of easement shall terminate and all of Grantee's rights hereunder shall revert to Grantor: a) in the event Grantee breaches or fails to perform or observe any of the terms, covenants and conditions hereof, and fails to cure such breach or default within thirty (30) days of Grantor's giving Grantee written notice thereof; b) in the event Grantee ceases to use the well and pipeline facilities for a period of six (6) consecutive months; or c) immediately, should public water be made

available adjacent to the real property described in exhibit B by the Public Utility District or any other public water authority. Upon such event of termination, Grantor may file for record a termination document which shall immediately terminate the easement. No termination shall release Grantee from any liability or obligation incurred prior to termination, nor shall it release Grantee from its obligation to remove the water pipeline from Grantor's property and restore the premises.

8. The easement and covenants contained herein shall run with the lands described herein and shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Executed as of the date hereinabove set forth.

Accepted:

GRANTOR:

Stuart B. VanBuren
Stuart B. VanBuren

Colleen VanBuren
Colleen VanBuren

GRANTEE:

Stuart B. VanBuren
Stuart B. VanBuren

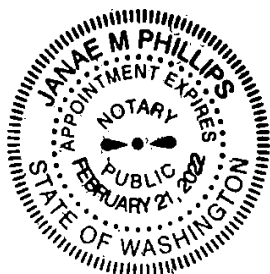
Colleen VanBuren
Colleen VanBuren

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me Stuart B. VanBuren and Colleen VanBuren, husband and wife, as both Grantor and Grantee, to me known to be the

individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of July 2021.



Janae M Phillips
Notary Public in and for the State of Washington
Residing at mt. Vernon
My appointment expires: 2-21-22

EXHIBIT "A"

Lots 1, 2, and 3 of Short Plat No.95-035, approved on October 26,2012, and recorded under Skagit County Auditor's File No. 201210290236, on October 29, 2012.

EXHIBIT "B"

Lot 4 of Short Plat No.95-035, approved on October 26, 2012 and recorded under Skagit County Auditor's File No. 201210290236, on October 29, 2012.

EXHIBIT "C"

WATERLINE EASEMENT

An easement for water utility purposes over, under and across a strip of land 20 feet wide, lying 10 feet wide on each side of the following described centerline:

Commencing at the Southwest corner of Lot 4 of Short Plat No. 95-035, recorded under Auditor's File No. 201210290236, in the Northeast Quarter and Southeast Quarter of Section 24, Township 36 North, Range 3 East, W.M; thence North 89 Degrees 32'25" East along the South line of said Lot 4, a distance of 16.57 feet to the TRUE POINT OF BEGINNING:

Thence the following courses and distances:

South 00 degrees 31'48" East	75.69 feet;
South 29 degrees 57'42" East	258.10 feet;
South 08 degrees 36'20" West	154.11 feet;
South 19 degrees 28'48" West	144.73 feet;
South 37 degrees 28'44" East	149.61 feet;
South 22 degrees 15'37" West	155.53 feet;
South 67 degrees 44'23" East	7.91 feet to Reference Point "A",

being the existing Water Well Head #BBS878; thence continuing South 67 degrees 44'23" East, a distance of 25.60 feet; thence

South 06 degrees 32'32" East 131.69 feet, more or less, to the northerly Right-of-Way margin of Wood Road County Road recorded under Auditor's File No. 544073, records of Skagit County, Washington.

AND TOGETHER WITH a circular well protection zone having a radius of 100 feet, with the center point of said circle being Reference Point "A". Said well protection zone shall be preserved by present and future owners of Lots 1,2,3, and 4 of said Short Plat.

