

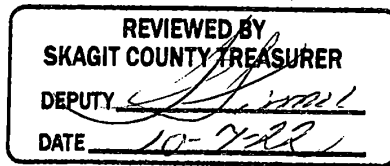


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10/07/2022 10:24 AM Pages: 1 of 10 Fees: \$212.50  
Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Neil P and Freida D. Hansen  
17523 State Route 9  
Mount Vernon, WA 98274



WATERLINE EASEMENT

GRANTOR: NEIL P. HANSEN and FREIDA D. HANSEN,  
husband and wife

GRANTEE: NEIL P. HANSEN and FREIDA D. HANSEN,  
husband and wife

Abbreviated Legal: Lot 3 Short Plat #PL07-0031;  
Ptn Gov. Lot 8 Short Plat #PL07-0031;

Additional Legal: Exhibit "A"

Assessor's Tax Parcel Nos.: P29886; P107656; P29885

THIS AGREEMENT is made and entered into this 16 day of September, 2022,  
by NEIL P. HANSEN and FREIDA D. HANSEN, husband and wife (hereinafter "Grantor  
HANSEN"; "Grantee HANSEN"; or "HANSEN")

I. DESCRIPTION OF PROPERTY

WHEREAS, GRANTOR is the owner of the following described real property located in  
Skagit County, Washington:

As hereto attached in Exhibit "A" and by this reference made a part hereof.

AND WHEREAS, GRANTEE is the owner of the following described real property located  
in Skagit County, Washington:

As hereto attached in Exhibit "A" and by this reference made a part



hereof.

## II. GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED GRANTOR, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantor and Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to GRANTEES, including any after acquired title, the following described easements for the purpose of water service, including fire flow pipeline(s) and related improvements and equipment, including but not limited to vault, standpipe and doublecheck assembly:

## III. DESCRIPTION OF WATERLINE EASEMENT

### 1. Description of Easement

A perpetual, non-exclusive easement over, under and across the easement area defined below to construct, operate, maintain, repair, replace, improve, remove, connect to, and install, any and all improvements related to water and utility lines, pipes, and related improvements.

### 2. Easement Area

The area subject to this Easement shall be a portion of the Grantors' property as described on Exhibit "B" and by this reference made a part hereof.

A map showing the general location of the Easement Area is attached hereto as Exhibit "C".

## IV. GENERAL PROVISIONS

The benefits, burdens, and covenants of the easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, and their respective heirs,

Grantee hereby agrees to indemnify and hold harmless Grantor, and Grantor's successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement by Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantee and/or this Easement.

In the event that the Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out

of or is in any way related to Grantee, cause identifiable damage to the Grantor's personal or real property, the Easement Area, and/or any improvements thereon, then the Grantee, shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

Grantor shall have no obligation to maintain the Easement Area or any improvements thereon.

This agreement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Agreement is the entire understanding between the parties with respect to the easement described herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision in this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by all parties and then, only to the extent set forth in such instrument.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.


The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this 16 day of September, 2022.

GRANTOR



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NEIL P. HANSEN



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FREIDA D. HANSEN

GRANTEE



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NEIL P. HANSEN

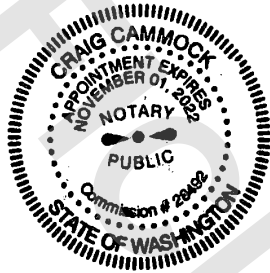


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FREIDA D. HANSEN

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that NEIL P. HANSEN is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

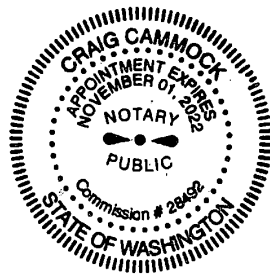


Dated: \_\_\_\_\_  
(Signature) \_\_\_\_\_  
NOTARY PUBLIC  
**CRAIG CAMMOCK**

Print Name of Notary  
My appointment expires: 11-1-2022

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that FREIDA D. HANSEN is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: \_\_\_\_\_  
(Signature) \_\_\_\_\_  
NOTARY PUBLIC  
**CRAIG CAMMOCK**

Print Name of Notary  
My appointment expires: 11-1-2022

Exhibit "A"

Tax Parcel Nos. P29885, P29886, & P107656:

The "Hansen Tract", as shown on that certain Record of Survey for Hansen / Overlook BLA, dated October 29, 2021 and recorded December 2, 2021 under Skagit County Auditor's File Number 202112020016, which is more particularly described as follows:

LOT 3, SHORT PLAT NO. PL07-0031, APPROVED JANUARY 26, 2010 AND RECORDED JANUARY 29, 2010, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201001290077. BEING A PORTION OF GOVERNMENT LOTS 7 AND 8 IN SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M.

TOGETHER WITH THAT PORTION OF GOVERNMENT LOTS 7 AND 8 OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M. LYING NORTHERLY AND EASTERLY OF STATE ROUTE 9.

ALSO EXCEPT LOT 2 OF SAID SHORT PLAT PL07-0031.

ALSO EXCEPT THOSE PORTIONS OF SAID GOVERNMENT LOTS 7 AND 8 LYING NORTH OF AND EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH CORNER COMMON TO SAID SECTIONS 36 AND 31, AS SHOWN ON THAT RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016;  
THENCE NORTH 02°04'01" EAST, ALONG THE LINE COMMON TO SAID SECTIONS 36 AND 31, 330.43 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 330 FEET (20 RODS) OF SAID GOVERNMENT LOT 4;  
THENCE NORTH 88°56'36" EAST, ALONG THE NORTH LINE OF SAID SOUTH 330 FEET (20 RODS) OF GOVERNMENT LOT 4, 200.30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°04'01" EAST, 108.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 23°02'58" EAST, AND HAVING A RADIUS OF 1010.00 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°48'15", AN ARC DISTANCE OF 225.71 FEET TO SAID COMMON LINE TO SECTIONS 36 AND 31;

THENCE CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°00'54", AN ARC DISTANCE OF 581.98 FEET TO A POINT OF TANGENCY;

THENCE NORTH 17°38'01" WEST, 460.80 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE LEFT, THE CENTER OF

UNCORRECTED DOCUMENT

WHICH BEARS SOUTH 63°54'22" WEST, AND HAVING A RADIUS OF 1825.00 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°26'01", AN ARC DISTANCE OF 236.78 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 56°28'21" EAST, AND HAVING A RADIUS OF 2175.00 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°44'35", AN ARC DISTANCE OF 635.58 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 73°12'56" WEST, AND HAVING A RADIUS OF 2325.00 FEET;  
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°42'15", AN ARC DISTANCE OF 474.94 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 36, SAID POINT BEARING NORTH 89°13'29" WEST, 1135.11 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 36 AS SHOWN ON

SAID RECORD OF SURVEY FILED UNDER AUDITOR'S FILE NO. 202112020016, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT ALSO BEING THE POINT OF ENDING FOR THIS DESCRIBED LINE;

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Exhibit "A"

Exhibit "B"  
Legal Description of Easement Area

Exhibit "B"

UNOFFICIAL DOCUMENT



# EXHIBIT "B"

## 10' WATER LINE EASEMENT

### LEGAL DESCRIPTION

A 10-FOOT WIDE WATER LINE EASEMENT OVER A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (GOVERNMENT LOT 8) OF SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST OF W.M., SKAGIT COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

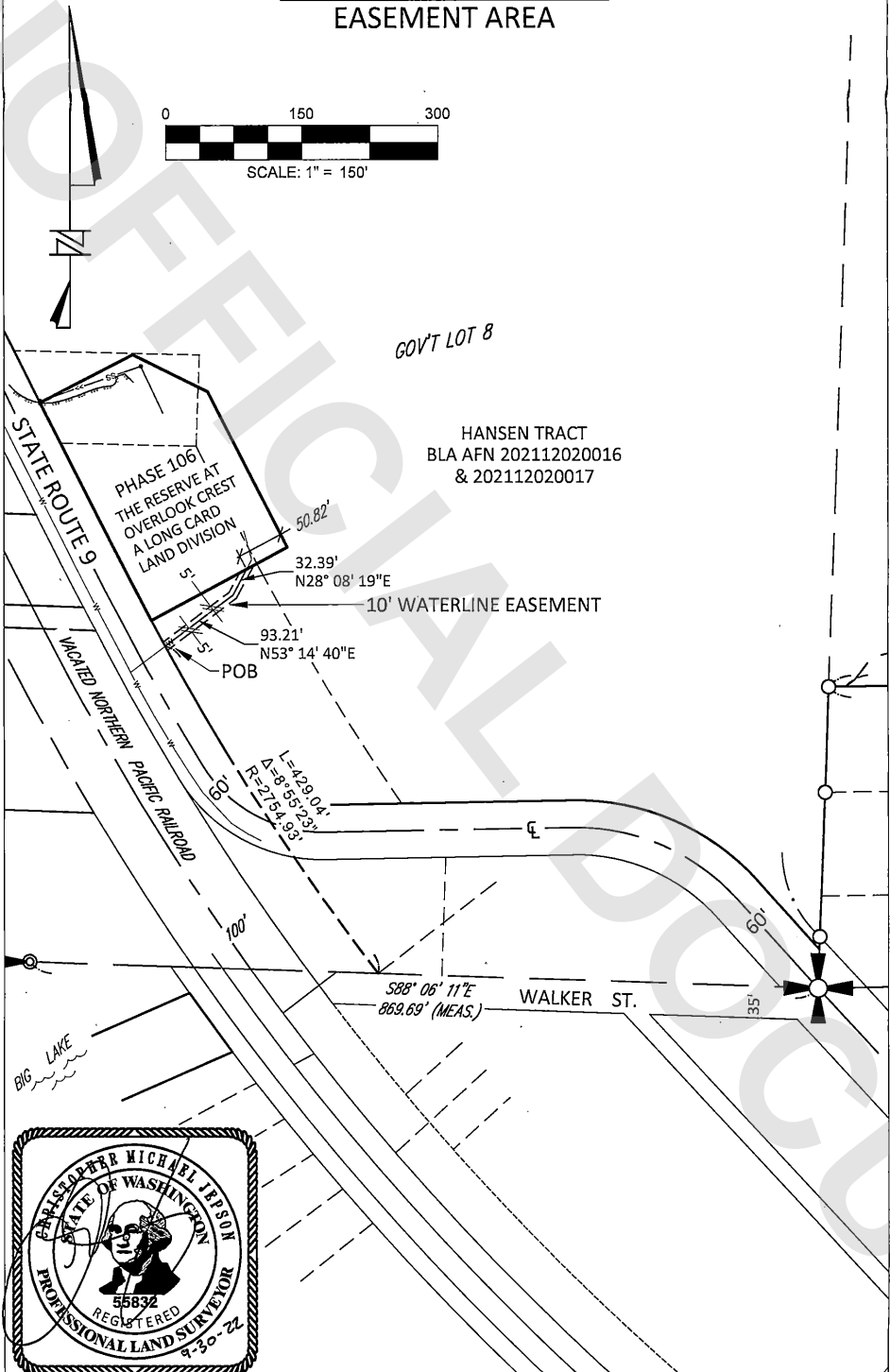
COMMENCING AT THE SOUTHEAST SECTION CORNER OF SAID SECTION 36;  
THENCE **NORTH 88°06'11" WEST**, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF **484.47 FEET** TO A CURVE TO THE RIGHT HAVING A RADIUS OF **2754.93 FEET**, THE CENTER OF WHICH BEARS **NORTH 52°21'35" EAST**;  
THENCE ALONG SAID CURVE (BEING THE EASTERLY MARGIN OF STATE ROUTE 9 AND SOUTHEASTERLY EXTENSION THEREOF) THROUGH A CENTRAL ANGLE OF **08°55'23"** AN ARC LENGTH OF **429.04 FEET** TO THE APPROXIMATE LOCATION OF AN EXISTING BURIED WATER LINE AND THE **POINT OF BEGINNING**;  
THENCE **NORTH 53°14'40" EAST**, ALONG THE CENTERLINE OF SAID EXISTING WATER LINE, A DISTANCE OF **93.21 FEET**;  
THENCE **NORTH 28°08'19" EAST**, ALONG SAID CENTERLINE, A DISTANCE OF **32.39 FEET** TO THE SOUTH LINE OF PHASE LOT 106, THE RESERVE AT OVERLAKE CREST, A LONG CARD LAND DIVISION PER AUDITOR'S FILE NO. 1 2022 10070029, RECORDS OF SKAGIT COUNTY, WASHINGTON AND THE **POINT OF ENDING**.



PREPARED BY JEPSON & ASSOCIATES, P.S.  
REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225  
PHONE: (360) 733-5760 | FAX: (360) 647-8939  
EMAIL: CMJEPSON@JEPSONENGINEERING.COM  
JOB NO. 05128.03 | SEPTEMBER 20, 2022

# EXHIBIT "C"

## EASEMENT AREA



PTN. SE 1/4 SE 1/4, SEC. 36, TWP. 34 N., RGE. 4 E. W.M.  
SKAGIT COUNTY, WASHINGTON

CLIENT:	OVERLOOK CREST LLC
JOB NO.:	05128.03
DWG. NO.:	05128.03-PH106-WLESMT
ISSUE DATE:	09/20/2022
DRAWN BY:	SMF
CHECKED BY:	CMJ
SHEET NO.: <b>1 of 1</b>	



**JEPSON & ASSOCIATES**  
REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
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