

**NORTH BEACH WATER DISTRICT  
PACIFIC COUNTY, WASHINGTON**

**RESOLUTION 04-2017**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, APPROVING EASEMENT AGREEMENT AND RELINQUISHMENT OF EASEMENT".**

**WHEREAS**, North Beach Water District desires to modify certain easements burdening property owned by the Emond Family Trust located at 25604 Z Street Ocean Park, Washington; and

**WHEREAS**, Emond Family Trust desires to modify certain easements burdening the above referenced property; and

**NOW, THEREFORE, THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** Approve the Easement Agreement by and between Grantors Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust and Grantee North Beach Water District, attached hereto and incorporated herein as Exhibit A.

**Section 2.** Approve the Relinquishment of Easement by and between Grantors North Beach Water District and Grantee Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust, attached hereto and incorporated herein as Exhibit B.

**Section 3.** North Beach Water District's General Manager is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which may be required or advisable in order to consummate above referenced easements.

ADOPTED BY THE NORTH BEACH WATER DISTRICT BOARD OF COMMISSIONERS, PACIFIC COUNTY, WASHINGTON THIS 22<sup>nd</sup> DAY OF May, 2017

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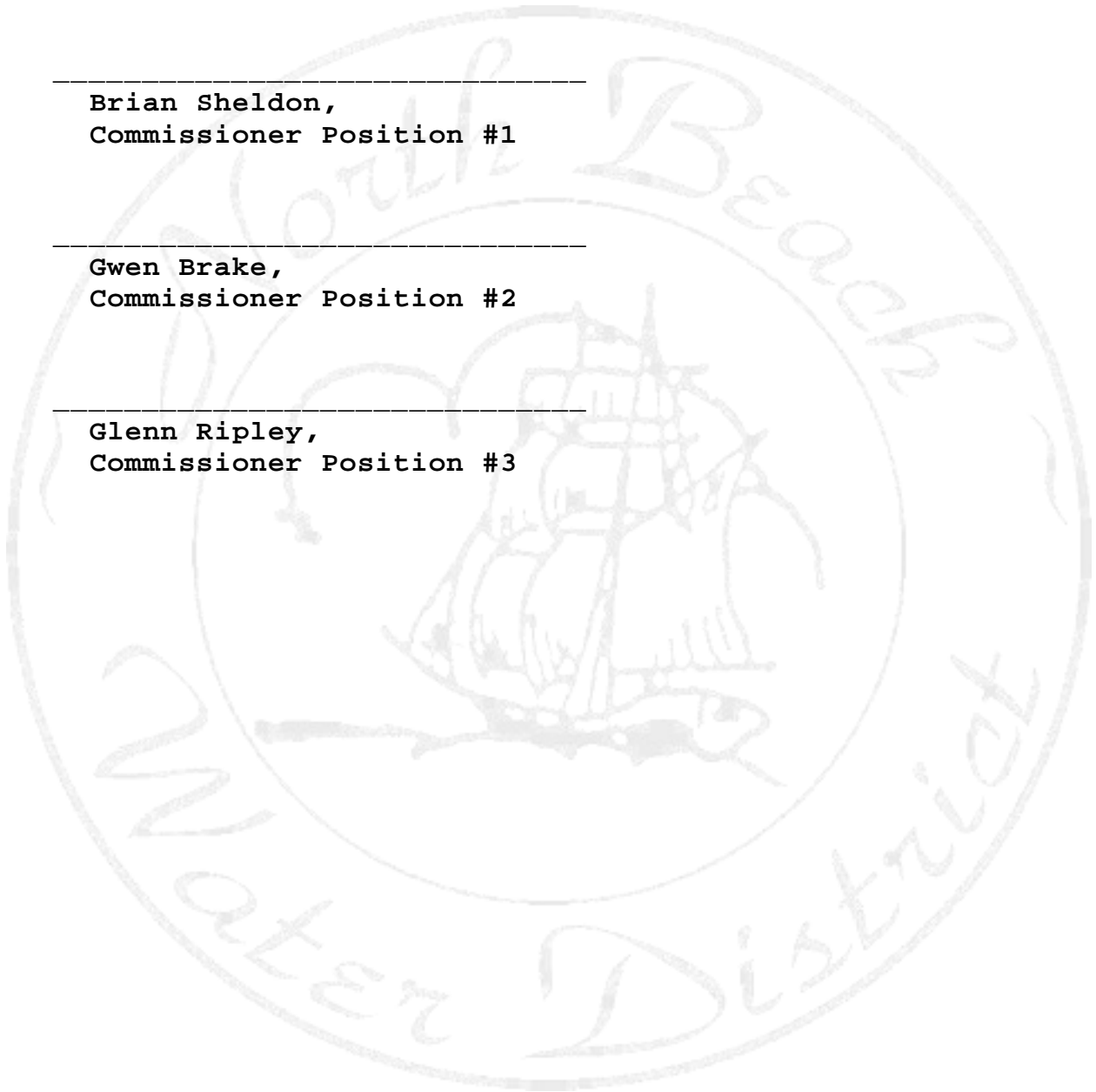
Brian Sheldon,  
Commissioner Position #1

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Gwen Brake,  
Commissioner Position #2

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Glenn Ripley,  
Commissioner Position #3



**Exhibit A**

AFTER RECORDING RETURN TO:

**BEAN, GENTRY, WHEELER & PTERNELL, PLLC**  
910 Lakeridge Way SW  
Olympia, WA 98502

**EASEMENT AGREEMENT**

**Grantors:** Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust

**Grantee:** North Beach Water District

**Abbreviated legal:** 76019008000 Rushton 08; LS SELY 200' of TR 81;  
PLUS VAC RD  
76019308000 Rushton 08 SE200

**Pacific County**  
**Tax Parcel Nos.:** 76019008000 and 76019308000

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This Easement Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust (referred to collectively as "Grantors") and North Beach Water District, a Washington special purposes district operating under Title 57 of the Revised Codes of Washington, (RCW), ( hereinafter referred to as "North Beach", "District" or "Grantee"). Grantors and North Beach are at times hereinafter referred to collectively as "Parties" and individually as "Party."

**I. RECITALS**

- 1.1 WHEREAS, Grantors are the owners of real property in Pacific County, Washington, legally described in Exhibit A attached hereto, and by this reference made a part hereof ("Burdened Property"); and
- 1.2 WHEREAS, North Beach operates and maintains a water system on Pacific County tax parcels 12113312120, 7601940900, 76019410000, 12113313262 ("North Beach Real Property"). The North Beach water system consists of water wells, water treatment plants, water storage tanks, booster stations, water transition mains, and other water works infrastructure, and future placement thereof, for delivery of potable water to the customers it serves ("North Beach Water System").
- 1.3 WHEREAS, North Beach desires to access said properties over and across the Burdened Property; and

- 1.4 WHEREAS, after North Beach draws water from the North Beach Real Property, the water may be transported across the Burdened Property via water mains and related infrastructure (collectively, "Water Line" or "Infrastructure") and delivered to the North Beach customers; and
- 1.5 WHEREAS, there are currently easements and restrictions upon the burdened property which North Beach desires to relinquish in a separate agreement; and
- 1.6 WHEREAS, North Beach wishes to grant Grantor water connections to the Burdened Property which is currently supplying Grantor's duplex; and
- 1.7 WHEREAS, North Beach wishes to further grant Grantor the right to apply for additional residential water services to service the Burdened Property, without charge, provided the cost of a residential water service at the time of application is not greater than the cost of an equivalent residential water service as of the date of this Easement; and
- 1.8 WHEREAS, the Parties desire to formalize their understanding of their rights relating to access to the North Beach Water and Well System and the Water Line.

**NOW THEREFORE**, and in consideration of the mutual promises and benefits described herein the sufficiency of which is acknowledged, the Parties agree as follows:

## **II. EASEMENT AGREEMENT**

- 2.1 **Grant of Utility and Access Easement.** Grantors grant and convey to North Beach a perpetual, non-exclusive easement over, under, along, across, upon and through the Burdened Property for the purpose of transporting water as well as accessing, installing, maintaining, repairing, replacing, and/or removing any underground utilities, particularly any water lines related to the delivery of water from the Burdened Property to the North Beach customers ("Utility Easement"). Grantors also grant and convey to North Beach a perpetual, non-exclusive easement over, under, along, across, upon and through the Burdened Property for the purpose of accessing, installing, maintaining, repairing, replacing, and/or removing any underground utilities, and for accessing the Well Properties and the Burdened Properties for the purpose accessing the Water Line and the North Beach Water and Well System and the maintenance and upkeep of the existing well and building and other related facilities ("Access Easement"). The Utility Easement and the Access Easement shall hereinafter be referred to collectively as the "Easement". Notwithstanding the above, in the event North Beach abandons the existing building, as described in Exhibit B referred to in section 2.2, the easement will be revised to include only what is needed to accessing and maintaining remaining District infrastructure.
- 2.2 **Location of Easement.** The Utility and Access Easement are described on Exhibit B, attached hereto and incorporated herein as though fully set forth.
- 2.3 **Completion of Utility Work and Use of Roads.** North Beach shall be solely responsible, including all costs and expenses related thereto, for the maintenance, repair, replacement, and/or removal of the Water Line ("Utility Work"). In the event North Beach desires to conduct any Utility Work in the Utility Easement, North Beach provide as much notice, if any, as is reasonably possible before completing the Utility Work. In each instance of Utility Work, North Beach shall take all reasonable measures to complete the Utility Work in a manner than does not unreasonably interfere with Grantor's travel on or along any existing access road and shall not otherwise use

the Utility Easement in such a manner that unreasonably interferes with the use of Burdened Property by Grantors. North Beach shall undertake and conclude any Utility Work promptly. All such Utility Work shall be done in a workmanlike manner, and in compliance with all applicable laws, rules and regulations. At the conclusion of the Utility Work, North Beach shall restore the easement area to the condition it was in immediately prior to the Utility Work. North Beach shall keep the Burdened Property free of any liens related to the Utility Work. Notwithstanding the above, the District will abandon the temporary construction easement, described in Exhibit B, not more than ninety (90) calendar days after commencing the construction of the water main.

- 2.4 **Grantors' Reservation; Use of Easement.** Grantors reserve all rights of ownership in and to all portions of the Burdened Property not inconsistent with this Easement, including, without limitation, the right to grant further easements over, under, along, across, upon and through the Burdened Property. Grantors further reserve the right to use the Burdened Property for all uses not interfering with the use permitted North Beach under this Agreement.
- 2.5 **Costs; Indemnification.** North Beach agrees to indemnify Grantors from and against liability incurred by Grantors as a result of North Beach's negligence or willful misconduct, or the negligence or willful misconduct of North Beach's agents, guests or invitees in the exercise of the rights herein granted to North Beach, but nothing herein shall require North Beach to indemnify Grantors for that portion of any such liability attributable to the negligence or willful misconduct of Grantors, their agents, guests or invitees or the negligence or willful misconduct of third parties. Grantors agree to indemnify North Beach from and against liability incurred by North Beach as a result of Grantor's negligence or willful misconduct or the negligence or willful misconduct of Grantors' agents, guests or invitees in the exercise of Grantors' use of the Burdened Property, but nothing herein shall require Grantors to indemnify North Beach for that portion of any such liability attributable to the negligence or willful misconduct of North Beach, or their agents, guests or invitees or the negligence or willful misconduct of third parties.

### III. GENERAL PROVISIONS

- 3.1 **Notice.** Any notice required under this Agreement shall be in writing and shall be sent by United States Mail, registered or certified, return receipt requested to the respective Party's property tax payer mailing address of record with the Pacific County Assessor's Office. Notice shall be deemed effective three (3) days after mailing. Notice may also be by personal delivery, in which case notice is effective upon such delivery. A Party may change its preferred address for notice purposes through written notice to the other Party.
- 3.2 **Duty to Notify.** To the extent applicable, each Party has the affirmative obligation to advise all tenants, licensees, invitees or users of the Easement of the existence of this Agreement.
- 3.3 **Waiver or Modification.** The Parties may waive, cancel, change, modify or amend this Agreement only through a writing signed by each Party.
- 3.4 **Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect and shall be liberally construed in order to carry out the intent of the Parties as nearly as may be possible. Any such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.



- 3.5 **Governing Law, Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington with venue in Pacific County, Washington.
- 3.6 **Attorneys' Fees.** If any party seeks to enforce its rights hereunder through an attorney after breach of an obligation hereunder by the other party or parties, and is successful in enforcing its rights with regard to such breach, whether suit be brought or not, the party or parties against whom enforcement is sought promises to pay a reasonable sum as attorneys' fees, in addition to all costs and expenses incurred thereby, provided that, if suit is brought, the losing party or parties shall pay to the prevailing party or parties any and all costs and expenses of suit, including reasonable attorneys' fees.
- 3.7 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective personal representatives, heirs, successors and assigns.
- 3.8 **Runs with the Land; No Merger.** This Agreement shall run with the land and shall be binding upon, and inure to the benefit of, the Parties described herein and their respective successors in interest. The Easement identified herein shall not merge with the fee simple title as a result of any common ownership of the Burdened Property and North Beach Water and Well System and/or any adjacent property(ies) thereto, but shall survive and run with the land.
- 3.9 **Recordation.** This Agreement shall be recorded in the real estate records of Pacific County.
- 3.10 **Time.** Time is of the essence in every provision of this Agreement.
- 3.11 **Grant of Right of First Refusal to Purchase.** Grantors hereby grants North Beach a onetime Right of First Refusal in regard to any sale of the Burdened Property, or any portion or subdivision thereof, referenced in section 1.1. In the event the Grantors receives and accepts a bona fide offer for the purchase of the Burdened Property, or any portion or subdivision thereof, they shall immediately notify North Beach and provide North Beach with a complete copy of the contract. North Beach will have fifteen (15) calendar days from receipt of said notice from the Grantors to give notice to the Grantors that it has decided to exercise its Right of First Refusal. In the event North Beach gives notice to the Grantors that it is not exercising its Right of First Refusal or in the event no timely notice is given by North Beach to the Grantor, this Right of First Refusal shall expire. In the event the Burden Property, or any portion or subdivision thereof, is not sold prior to the Expiration Date (defined in section 3.12), North Beach's Right of First Refusal shall end on that date. In the event North Beach exercises it Right of First Refusal, it shall be bound by and required to timely perform all of the terms of the purchase contract (i.e., as if it had been the party making the original offer) or else the purchase contract between North Beach and the Grantor can be voided at the sole discretion of the Grantor. In such an instance, the Right of First Refusal will have been permanently terminated. Once so terminated the Grantor will have the right to reinstate the purchase contract with the original buyer or seek any subsequent buyer. Hence, in the event North Beach fails to timely and fully perform one or more terms of the contract, its Right of First Refusal may be terminated by the Grantor as of the date of North Beach's failure to timely or fully perform.
- 3.12 **Right of First Refusal Period.** The Right of First Refusal shall be effective upon execution of this Easement Agreement by both parties and shall expire January 1, 2031.

EXECUTED as of the date by the signatures set forth below:

**EMONDS FAMILY TRUST**

Raymond E. Emond 4-28-17  
Raymond Emond, Trustee Date

Deborah A Emond, as attorney in fact for Barbara Emond  
Barbara Emond, Trustee Date  
4-28-17

**NORTH BEACH WATER DISTRICT**

By: William M. Neal III, Manager Date

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Florence )

I certify that I know or have satisfactory evidence that **Raymond Emond** 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 uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 28 day of April, 2017.



Cynthia A Olsen  
Print Name: Cynthia A Olsen  
Notary Public in and for the state of Wisconsin  
Residing at: Florence, WI  
My Appointment Expires: 12-21-2020

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Florence )

I certify that I know or have satisfactory evidence that **Barbara Emond** 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 uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 28 day of April, 2017.



Cynthia A Olsen  
Print Name: Cynthia A Olsen  
Notary Public in and for the state of Wisconsin  
Residing at: Florence, WI  
My Appointment Expires: 12-21-2020

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PACIFIC            )

I certify that I know or have satisfactory evidence that **William M. Neal III** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH BEACH WATER DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC - State of Washington  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT A  
LEGAL DESCRIPTION OF BURDENED PROPERTY

**IN PACIFIC COUNTY, WASHINGTON**

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats, pages 182 and 183, in Pacific County, Washington. (Per Real Estate Contract, AFN 62493)

Parcel Nos. 76019008000 and 76019308000

**EXHIBIT "A"**  
**(continued)**

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats, page 182, in Pacific County, Washington. (Per Real Estate Contract, AFN 62493)

LEGAL DESCRIPTION OF EASEMENTS TO BE GRANTED

A perpetual easement for Utilities across the West 15.00 feet of said Tract, excepting therefrom the South 15.00 feet of said Tract.

TOGETHER WITH a Temporary Construction Easement across the East 15.00 feet of the West 30.00 feet of said Tract, excepting therefrom the South 15.00 feet of said tract;

TOGETHER WITH

A perpetual easement for Infrastructure and Access BEGINNING at the Southwest corner of said Tract; THENCE East along the South line of said Tract to the Southeast corner thereof;

THENCE North along the East line of said Tract to the North line of the South 15.00 feet of said Tract;

THENCE West 94.00 feet along said North line of the South 15.00 feet;

THENCE North perpendicular from last said line 25.00 feet to the North line of the South 40.00 feet of said Tract;

THENCE West 40.00 feet along said North line of the South 40.00 feet;

THENCE perpendicular from last said line South 25.00 feet to the North line of the South 15.00 feet of said Tract;

THENCE West 523.5 feet, more or less, along said North line of the South 15.00 feet to the West line of said Tract;

THENCE South 15.00 feet along said West line to the POINT OF BEGINNING.

TOGETHER WITH

A perpetual easement for slope and grading lying along the North 5.00 feet of the South 20.00 feet of the West 145.00 feet of said Tract.

LEGAL DESCRIPTION OF EASEMENTS TO BE RELEASED

A parcel of land located in Tract 8 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington, being a circle with a 200 foot radius the center point of which is located 27.17 feet North of the South line of said Tract 8 and 112.88 feet West of the East line of said Tract 8; (per Quit Claim Deed, AFN 62494)

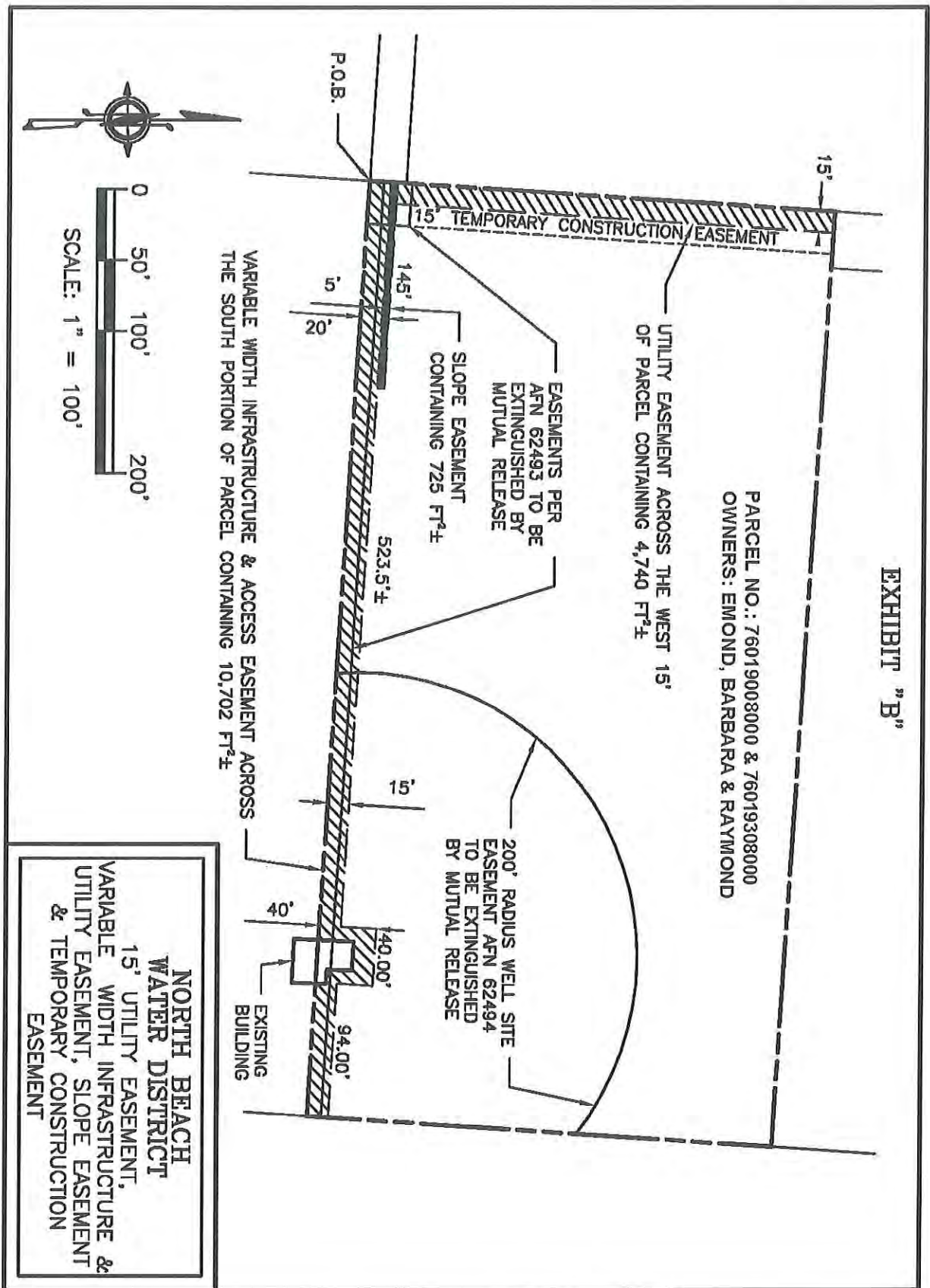
TOGETHER WITH

An easement for ingress and egress over the southerly 10 feet of said Tract 8; (per Real Estate Contract, AFN 62493)

TOGETHER WITH

An easement 30' in width for ingress and egress over and across the southwest corner of said Tract 8, to be situated as close as possible to the southwest corner of Tract 8. (Per Real Estate Contract, AFN 62493)

**EXHIBIT "B"**



AFTER RECORDING RETURN TO:

**Exhibit B**

**BEAN, GENTRY, WHEELER & PETERNELL, PLLC**  
910 Lakeridge Way SW  
Olympia, WA 98502

**RELINQUISHMENT OF EASEMENT**

**Grantors:** North Beach Water District

**Grantee:** Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust

**Abbreviated legal:** 76019008000 Rushton 08; LS SELY 200' of TR 81; PLUS  
VAC RD  
76019308000 Rushton 08 SE200

**Pacific County**  
**Tax Parcel Nos.:** 76019008000 and 76019308000

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This Agreement to relinquish easements, covenants and restrictions ("Agreement") is made effective the date written below, by and between North Beach Water District, a Washington special purposes district operating under Title 57 of the Revised Codes of Washington, (RCW), ( hereinafter referred to as "North Beach", "District" or "Grantor") and Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust (referred to collectively as "Grantees ") Grantor and Grantees are at times hereinafter referred to collectively as "Parties" and individually as "Party."

**I. RECITALS**

- 1.1 WHEREAS, Grantees are the owners of real property, in Pacific County, Washington legally described in Exhibit A attached hereto, and by this reference made a part hereof ("Grantees' Property"); and
- 1.2 WHEREAS, Grantee's Property is burdened by an easement which creates a 200 foot protection area around Grantor's well site which was recorded on June 15, 1984 in Volume 8406, Page 408, under Pacific County Auditor File No. 62494 in favor of Grantor; and
- 1.3 WHEREAS, Grantee's Property is further burdened by an easement in favor of Grantor for ingress and egress 10 feet in width over and across the Southerly 10 feet of Grantees' Property which was recorded on June 15, 1984 in Volume 8406, Page 408, under Pacific County Auditor File No. 62493; and
- 1.4 WHEREAS, Grantee's Property is further burdened by an easement in favor of Grantor for ingress and egress 30 feet in width over and across the southerly 30 feet of the West 30 feet Grantees' Property which was recorded on June 15, 1984 in Volume 8406, Page 408, under Pacific Auditor File No. 62493; and

- 1.5 WHEREAS, Grantee's Property has water transmission pipes and other North Beach infrastructure for which the placement thereof was by permission and which Grantor will abandon contingent and mutually dependent on Grantee executing an easement for Utilities and Access over, under and across Grantees' Property; and
- 1.6 WHEREAS, Grantor and Grantee executed an agreement dated April 8, 1987 and recorded in Volume 8704 page 266 under Auditor's File Number 81851 (hereinafter the "Agreement"), to supply water to a duplex located on Grantees' Property in exchange for the aforementioned easements now being relinquished; and
- 1.7 WHEREAS, the Parties wish to relinquish the above described easements, abandon the water transmission pipes and infrastructure, the restrictive covenants burdening Grantee's Property, and terminate the Agreement.

**NOW THEREFORE**, and in consideration of the mutual promises and benefits described herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Grantor, North Beach, conveys and quit claims to Raymond Emond and Barbara Emond, Trustees of the Emond Family Trust ("Grantee") any and all easements burdening the following described real estate, situated in the County of Pacific, State of Washington:

A parcel of land located in Tract 8 of RUSHTON ON THE BAY, according to the plat recorded in Volume D3 of Plats, pages 182 and 183, Pacific County, Washington, being a circle with a 200 foot radius the center point of which is located 27.17 feet North of the South line of said Tract 8 and 112.88 feet West of the East line of said Tract 8; (per Quit Claim Deed, AFN 62494)

TOGETHER WITH

An easement for ingress and egress over the southerly 10 feet of said Tract 8; (per Real Estate Contract, AFN 62493)

TOGETHER WITH

An easement 30' in width for ingress and egress over and across the southwest corner of said Tract 8, to be situated as close as possible to the southwest corner of Tract 8. (Per Real Estate Contract, AFN 62493)

2. Upon Grantee's execution of an access and utility easement in favor of North Beach ("Grantor"), Grantor agrees to cause this Relinquishment of Easement to be recorded and further agrees to abandon any right, title and interest to the water transmission lines, North Beach infrastructure, and any rights thereto which North Beach may have accrued through previous use; and

*Remainder of page intentionally left blank*



3. Grantor and Grantee further agree the agreement to supply water, dated April 8, 1987 and recorded in Volume 8704 page 266 under Auditor's File Number 81851, is hereby terminated effective immediately.

Dated this 28<sup>th</sup> day of April, 2017.

**GRANTEE:**

**GRANTOR:**

**EDMOND FAMILY TRUST**

**NORTH BEACH WATER DISTRICT**

Raymond Emond  
Raymond Emond, Trustee

By: William M. Neal III, Manager

Barbara A Emond, as attorney in fact for Barbara Emond  
Barbara Emond, Trustee

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Florence )

I certify that I know or have satisfactory evidence that **Raymond Emond** 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 uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 28 day of April 2017.



Cynthia A Olsen  
(Print name) Cynthia A Olsen  
Notary Public in and for the state of Washington  
Residing at: Florence, WI  
My Appointment Expires: 12-21-2020

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Florence )

I certify that I know or have satisfactory evidence that **Barbara Emond** 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 uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 28 day of April 2017.



Cynthia A Olsen  
(Print name) Cynthia A Olsen  
Notary Public in and for the state of Washington  
Residing at: Florence, WI  
My Appointment Expires: 12-21-2020

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PACIFIC )

I certify that I know or have satisfactory evidence that **William M. Neal III** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH BEACH WATER DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC - State of Washington  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

**IN PACIFIC COUNTY, WASHINGTON**

Tract 8, RUSHTON ON THE BAY, according to the plat recorded in Volume D-3 of Plats, pages 182 and 183, in Pacific County, Washington. (Per Real Estate Contract, AFN 62493)

Parcel Nos. 76019008000 and 76019308000