

AFTER RECORDING RETURN TO:

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

### **RELINQUISHMENT OF EASEMENT**

**Grantors:** North Beach Water Company

**Grantee:** Raymond Emond and  
Barbara Emond

**Abbreviated legal:** CONFIRMING WITH TITLE COMPANY

**Pacific County**

**Tax Parcel Nos.:** Parcel Nos. 760190080000 and 76019308000

---

This Agreement to relinquish easements, covenants and restrictions ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between North Beach Water Company, a Washington special purposes district operating under Title 57 of the Revised Codes of Washington, (RCW), ( hereinafter referred to as "North Beach" or Grantor) and Raymond Emond and Barbara Emond (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; and
- 1.3 WHEREAS, Grantee's Property is further burdened by an easement 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 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, Grantees entered into 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, and restrictive covenants 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. The Grantor conveys and quit claims to **Raymond Emond and Barbara Emond** the following described real estate, situated in the County of Pacific, State of Washington, together with all after acquired title of the grantor(s) therein:

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).
2. Upon execution of an easement for Infrastructure and Access across the South 50.00 feet of the East 200.00 feet and the South 26.00 feet less the East 200.00 feet of said Tract 8 and an easement for Utilities across the West 26.00 feet of said Tract 8, excepting therefrom the South 26.00 feet thereof, Grantee agrees to abandon any right, title and interest to the water transmission lines, North Beach infrastructure and any rights which may have accrued through previous use; and
3. Grantor and Grantee agree to terminate the agreement to supply water April 8, 1987 and recorded in Volume 8704 page 266 under Auditor's File Number 81851.

***Remainder of page intentionally left blank, signatures on immediately following page***

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

**GRANTEE:**

## NORTH BEACH WATER DISTRICT

## Raymond Emond

**By: William M. Neal III, Manager**

## Barbara Emond

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_ day of \_\_\_\_\_, 2016.

(Print name) \_\_\_\_\_  
 Notary Public in and for the state of Washington  
 Residing at: \_\_\_\_\_, WI  
 My Appointment Expires: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_ day of \_\_\_\_\_, 2016.

(Print name) \_\_\_\_\_  
 Notary Public in and for the state of Washington  
 Residing at: \_\_\_\_\_, WI  
 My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF PACIFIC

) ss.  
)

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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

AFTER RECORDING RETURN TO:

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

### **EASEMENT AGREEMENT**

**Grantors:**                    **Raymond Emond and  
Barbara Emond**

**Grantee:**                    **North Beach Water Company**

**Abbreviated legal:**    **CONFIRMING WITH TITLE COMPANY**

**Pacific County**

**Tax Parcel Nos.:**        **Parcel Nos. 760190080000 and 76019308000**

---

This Easement Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between Raymond Emond and Barbara Emond (referred to collectively as “Grantors”) and North Beach Water Company, a Washington special purposes district operating under Title 57 of the Revised Codes of Washington, (RCW), ( hereinafter referred to as “North Beach”). 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 storage and well system (“North Beach Property”). The North Beach Water Company water system consists of water storage tanks and well systems, and future placement thereof, and the related electrical and piping system for delivery to the customers it serves (“North Beach Water and Well System”).
- 1.3     WHEREAS, North Beach currently draws water from wells and maintains water storage tanks on Pacific County tax parcels 12113312120, 7601940900, 76019410000, 12113313262 and any other after acquired properties (“Well Properties”) and desires to access said properties over and across the Burdened Property; and

- 1.4 WHEREAS, after North Beach draws water from the Well Properties, the water maybe transported across the Burdened Property via water lines and related equipment, including but not limited to well and pump houses and other related structures (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 one connection to the Burdened Property which is currently supplying Grantee's duplex; and
- 1.6 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 agreement to relinquish certain restrictions and easements, and the granting of one water connection to Grantees' duplex, 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 and/or well and pump houses and other related structures ("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 placement of any well and pump houses and other related structures ("Access Easement"). The Utility Easement and the Access Easement shall hereinafter be referred to collectively as the "Easement".
- 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, less reasonable wear and tear. North Beach shall keep the Burdened Property free of any liens related to the Utility Work.

- 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.

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

\_\_\_\_\_  
**Raymond Emond** Date

\_\_\_\_\_  
**Barbara Emond** Date

**NORTH BEACH WATER DISTRICT**

\_\_\_\_\_  
**By: William M. Neal III, Manager** Date

STATE OF WISCONSIN )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_ day of \_\_\_\_\_, 2016.

(Print name) \_\_\_\_\_  
 Notary Public in and for the state of Washington  
 Residing at: \_\_\_\_\_, WI  
 My Appointment Expires: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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 \_\_\_\_ day of \_\_\_\_\_, 2016.

(Print name) \_\_\_\_\_  
 Notary Public in and for the state of Washington  
 Residing at: \_\_\_\_\_, WI  
 My Appointment Expires: \_\_\_\_\_

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 \_\_\_\_\_, 2016.

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 B**  
**LEGAL DESCRIPTION and MAP OF EASEMENT**

**IN PACIFIC COUNTY, WASHINGTON**

A perpetual easement for Infrastructure and Access across the South 50.00 feet of the East 200.00 feet and the South 26.00 feet less the East 200.00 feet of said Tract 8;

TOGETHER WITH a perpetual easement for Utilities across the West 26.00 feet of said Tract 8, excepting therefrom the South 26.00 feet thereof.

All of which is depicted on the attached map.

EXHIBIT "B"

PARCEL NO.: 76019008000  
OWNERS: EMOND, BARBARA & RAYMOND

UTILITY EASEMENT ACROSS THE WEST 26'  
OF PARCEL CONTAINING 7,930 FT<sup>2</sup>±

EASEMENTS PER  
AFN 62493 TO BE  
EXTINGUISHED BY  
MUTUAL RELEASE

200' RADIUS WELL SITE  
EASEMENT AFN 62494  
TO BE EXTINGUISHED  
BY MUTUAL RELEASE

26' & 200'x50' INFRASTRUCTURE & ACCESS EASEMENT ACROSS  
THE SOUTH PORTION OF PARCEL CONTAINING 21,894 FT<sup>2</sup>±



SCALE: 1" = 100'

NORTH BEACH  
WATER DISTRICT  
SOUTH WELLFIELD  
26' UTILITY EASEMENT & VARIABLE  
INFRASTRUCTURE & UTILITY EASEMENT



# Map

