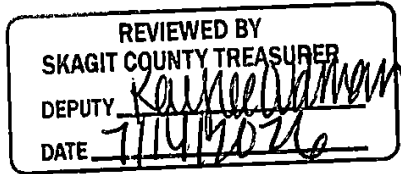


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07/14/2026 02:27 PM Pages: 1 of 3 Fees: \$305.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

Daniel C. McCormack
15336 101st Place NE
Bothell, WA 98011



EASEMENT

GRANTOR: David H. McCormack
GRANTEE: Edward D. McCormack, David H. McCormack and Daniel C. McCormack
SHORT LEGAL: (0.2300 ac) LOT E, LESS THE NORTHWESTERLY HALF, PLAT OF FIRST ADDITION TO ALVERSON'S CAMPING TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON.
ASSESSOR'S TAX #: P61774; 3856-000-074-0000
SHORT LEGAL: (0.2300 ac) LOTS 20 AND 21, ALVERSON'S CAMPING TRACTS, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 28, RECORDS OF SKAGIT COUNTY, WASHINGTON
ASSESSOR'S TAX # P61725; 3855-000-020-0006

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, David H. McCormack ("**Owner**") hereby grants and conveys to Edward D. McCormack, David H. McCormack and Daniel C. McCormack (collectively "**McCormack**") for the purposes hereinafter set forth, a nonexclusive perpetual easement ("**Easement**") over, under, along, across and through the following described real properties in Skagit County, Washington (the "**Properties**");

(0.2300 ac) LOT E, LESS THE NORTHWESTERLY HALF, PLAT OF FIRST ADDITION TO ALVERSON'S CAMPING TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 40, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(0.2300 ac) LOTS 20 AND 21, ALVERSON'S CAMPING TRACTS, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 28, RECORDS OF SKAGIT COUNTY, WASHINGTON

Except as may be otherwise set forth herein, McCormack's rights shall be exercised upon that portion of the Properties (the "**Easement Area**") described as follows:

The portion of the following described properties:

A ten-foot-wide linear alignment starting 10 feet south of the northwest corner of P61774 and running parallel to the northern property line 32 ft toward the east, at this point turning 90 degrees northward and running parallel to the western property line of P61774 for 10 feet where it crosses onto P61725 and continues 95 feet parallel to the western property line and to the norther property line.

1. **Purpose.** McCormack shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for the purposes of

transmission and distribution of water. Such systems may include underground facilities such as conduits, lines, cables, vaults, valves and pipes for water transmission and distribution. McCormack shall coordinate any of the above activities with Owner prior to performing any such activities

2. **Access.** McCormack shall have a reasonable right of access to the Easement Area over and across the Properties to enable McCormack to exercise its rights granted in this easement.
3. **Easement Area Clearing and Maintenance.** McCormack shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation in the Easement Area. McCormack shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation in the Easement Area. McCormack shall coordinate any maintenance of vegetation with Owner prior to performing any such activities.
4. **Restoration.** Following the initial installation, repair or extension of facilities, McCormack shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by McCormack's work to the condition existing immediately prior to such work. McCormack shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of McCormack's work.
5. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without McCormack's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; and/or (2) construct or maintain any buildings, structures or other objects on the Easement Area.
6. **Indemnity.** McCormack agrees to indemnify Owner from and against liability incurred by Owner as a result of McCormack's negligence, or the negligence of McCormack's agents or contractors in the exercise of the rights herein granted to McCormack, but nothing herein shall require McCormack to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.
7. **Attorneys' Fees.** The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.
8. **Successors and Assigns.** This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. It is understood and agreed that McCormack has the right to assign or otherwise transfer any of its rights, obligations or interest under this Easement to the Guemes Water Association at any time. McCormack may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld.
9. **Complete Agreement; Amendment; Counterparts.** This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and McCormack. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.
10. **Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Easement have the authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have

been obtained. Owner further warrants to McCormack that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

11. **Severability.** Invalidity of any of the provisions contained in this Easement, or in the application thereof to any person, by judgement or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this Easement.
12. **Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.

DATED this 6 day of July, 2026

OWNER:

By: [Signature]

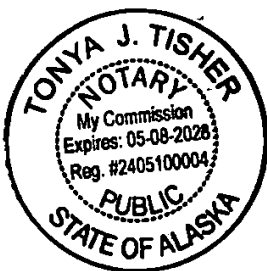
David H. McCormack

Alaska
STATE OF ~~WASHINGTON~~)
Borough) ss.
COUNTY OF Juneau)

I certify that I know or have satisfactory evidence that David H. McCormack is the person who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6 day of July, 2026

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Signature of Notary

Tonya J. Tisher
Name of Notary

Notary Public in and for the State of Alaska ~~Washington~~,
Residing at Juneau, Alaska

My appointment expires: May 10, 2028