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Kathy Hill, Skagit County Auditor

5/9/2000 Page 1 of 11 2:43:20PM

AFTER RECORDING RETURN TO:
SKAGIT COUNTY BOARD OF COMMISSIONERS
700 SO. SECOND STREET, ROOM 202
MOUNT VERNON, WA 98273

DOCUMENT TITLE: AGREEMENT & RELEASE

DATE SIGNED: May 8, 2000

GRANTOR: RICHARD & H. IRENE JOHNSON

GRANTEE: SKAGIT COUNTY

COUNTY CONTRACT NO.: 04885

After recording return document to:
Skagit county Public Works
1111 Cleveland Ave
Mount Vernon, Washington 98273

DOCUMENT TITLE: AGREEMENT & RELEASE

GRANTOR(S): Richard and H. Irene Johnson

004885

ADDITIONAL GRANTORS ON PAGE ____ OF DOCUMENT.

GRANTEE(S): SKAGIT COUNTY

ADDITIONAL GRANTEES ON PAGE ____ OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION:

**PTN SE ¼ SE ¼ AKA TR 3 SHRT PLT 57-76 DT 14 AS#843584 LESS S 15FT TR3
OPEN SPACE#10 #776133 1974-TRF#807363**

**RT#0-010-01 N 15FT OF S 630FT OF W 440F TDT 14 OF SE ¼ SE ¼ BEING A
PTN TR 3 SHT PLT 57-76 AS#843584**

**ADDITIONAL LEGAL DESCRIPTION ON ATTACHMENT A OF
DOCUMENT.**

**ASSESSOR'S TAX PARCEL NUMBER(S): P34557
P34554**

AGREEMENT AND RELEASE

This agreement and release, made this 8TH day of MAY, 2000,
between Richard and H. Irene Johnson whose address is 14859 BENSON HEIGHTS
PLACE, BOW, WA 98232 and SKAGIT COUNTY.

WITNESSETH:

1. Richard and H. Irene Johnson (hereinafter referred to as Johnsons) are the owners of real property in Skagit County identified in Attachment A to this document, attached hereto and by this reference made a part hereof.



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2. Skagit County (hereinafter referred to as "COUNTY") agrees to install potable water service to serve the Johnsons primary residence on their property (described in Attachment A) through Public Utility District No. 1. This provision of the water installation shall be at no cost to the Johnsons and includes the cost for installation of the Public Utility District No. 1 water line to the area within the legal easement, system development fee, meter connection fee, installation of water line to the residence and hook up to existing plumbing at the residence. Additionally, the Johnsons will receive, from the County, a single lump sum payment of Eight Thousand Six Hundred Seventeen Dollars and Forty Cents (\$8,617.40). This payment represents compensation to offset future cost of water usage under the Public Utility District No. 1 program and other related expenses. Water supplied through this line shall be in conformance with both the Washington State Department of Health drinking water regulations and Public Utility District No. 1 standards and policies.

004885

3. The Johnsons, in consideration of the benefits conferred in paragraph 2, convey to the COUNTY the domestic water well that supplies water to their property (described in Attachment A) under the following conditions:
- a) The COUNTY, at its expense, will contract for the legal abandonment of the well pursuant to Chapter 173-160 WAC.
 - b) The Johnsons shall permit ingress and egress by COUNTY and contractor personnel for abandonment of the well. Any damages that occur as a result of well abandonment shall be the responsibility of the COUNTY.
4. Further, the Johnsons agree that their use of water for any purpose will be from the Skagit Public Utility District No. 1 water system and will not drill or cause to be drilled any form of a well for water as long as they own or reside on the described property.
5. Further, all successors in ownership of the subject property shall be bound by this agreement provision not to drill or cause to be drilled any form of a well for the purpose of withdrawing groundwater from the subject property. This agreement shall be recorded at the Skagit County Auditors Office.
6. Further, the Johnsons agree to provide Public Utility District No. 1 ingress and egress to and over the existing non-exclusive easement for road and utilities (Track 3, Short Plat Number 57-76) for the main water line and further agrees to allow Public Utility District No. 1 to establish a new easement over this existing easement.
7. In consideration for the COUNTY agreeing to extend, at no cost to the Johnsons, potable water installation to the primary residence through the Public Utility District No. 1 water system, the Johnsons, on behalf of themselves and their minor children, release and forever discharge the COUNTY and any other person, firm or corporation, charged or chargeable with assigns, from any and all claims, demands, damages, costs, expenses, or loss of services, as a result of alleged personal injuries or



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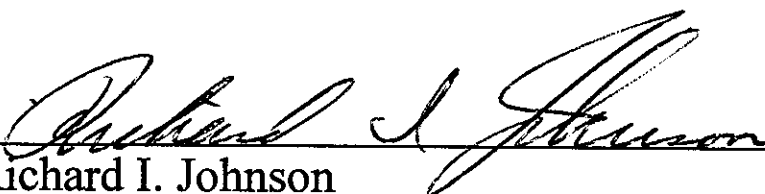
property damage, occurring from potential groundwater contamination on their above-described property;

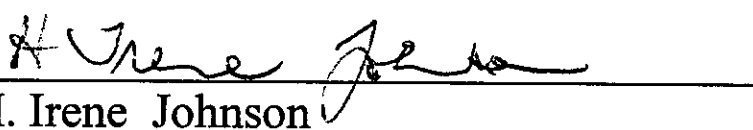
PROVIDED, however, that this release shall not apply to bar any claim for personal injuries which are discovered after the date of this agreement which were proximately caused by groundwater contamination on their property;

PROVIDED, FURTHER, that the Johnsons are currently aware of no existing personal injuries or property damage relating to groundwater contamination on their property.

The Johnsons and the COUNTY hereby covenant and agree that this Agreement and Release shall be binding upon their heirs, assigns, executors, or administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 24th day of April, 2000.


Richard I. Johnson

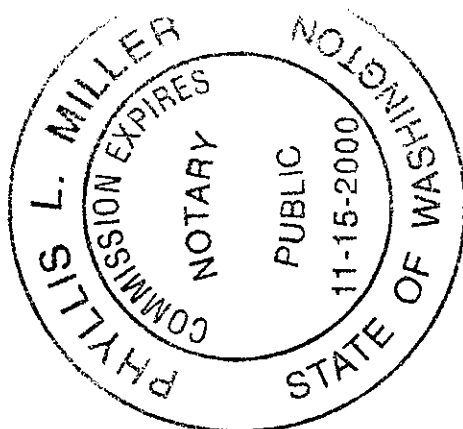

H. Irene Johnson

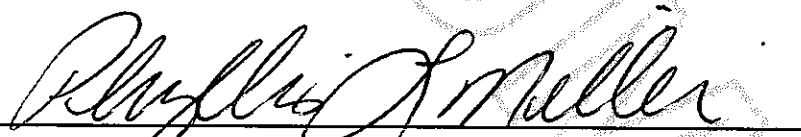
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State of Washington)) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Richard I Johnson + Irene Johnson are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.


Dated: 4-24-2000

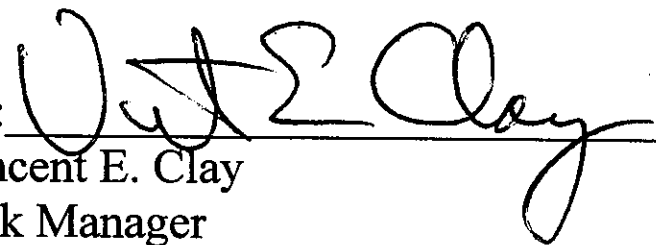



Notary Public
My commission expires: 11/15/2000

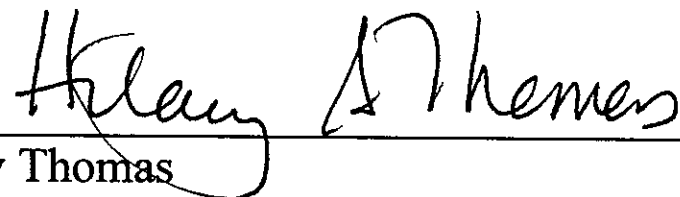


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By: 
Chal Martin
Director, County Engineer

By: 
Vincent E. Clay
Risk Manager

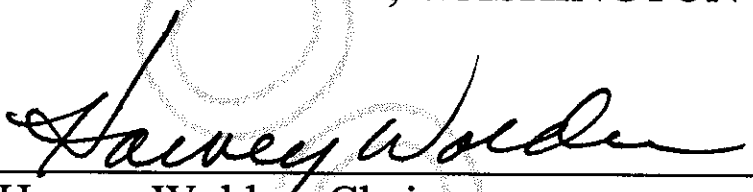
Approved as to Form Only:

By: 
Hilary Thomas
Civil Deputy

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BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

MAY 8, 2000


Harvey Wolden, Chairman


Robert Hart, Commissioner


Ted W. Anderson, Commissioner

Attest: 
Patti J. Chambers
Clerk of the Board



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34988
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUL 3 1969

Amount Paid \$ 252.00
Edward W. Johnson, Co. Treas.
E. Hickman Deputy

004885

REAL ESTATE CONTRACT
728476

THIS CONTRACT made and entered into this 2nd day of July, 1969, between Jack L. Turner and Blanche Turner, husband and wife, hereinafter called Sellers, and Richard Johnson and H. Irene Johnson, husband and wife, hereinafter called Purchasers,

WITNESSETH:

That the sellers agree to sell to the purchasers, and the purchasers agree to purchase from the sellers the following described real estate located in Skagit County, State of Washington, which is more particularly described as follows, to-wit:

That portion of the Southeast 1/4 of the Southeast 1/2 of Section 21, Township 35 North, Range 3 East W.M., lying Southwesterly of the following described line:

Beginning at a point on the East line of said subdivision that is 630 feet North of the Southeast corner thereof; thence Northwesterly in a straight line to a point on the North line of said subdivision that is 887 feet West of the Northeast corner thereof, and the terminal point of said line.

EXCEPTING therefrom the South 630 feet of said Southeast 1/4 of the Southeast 1/4.

AND ALSO a non exclusive easement for egress, ingress and utilities over and across the north 15 feet of the South 630 feet of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 35 North, Range 3 E.W.M., excluding the East 260 feet thereof.



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AND ALSO a non exclusive easement for ingress, egress and utilities over and across the West 60 feet of the East 260 feet of the North 590 feet of the South 630 feet of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 35 North, Range 3 East W.M.

All situate in the County of Skagit, State of Washington.

As to the easements herein granted, the same are partially vested at this time in Richard E. Turner, and he has executed this contract solely for purposes of contracting for ultimate conveyance of easement rights to the purchasers herein.

The terms and conditions of this contract are as follows: The purchase price is \$25,200.00, of which \$4,000.00 has been paid, the receipt whereof is hereby acknowledged and the balance of purchase price shall be paid as follows: \$175.00 or more on the first day of August, 1969, and \$175.00 or more on the first day of each and every succeeding month until the full balance of principal and interest as hereinafter provided has been paid. The balance of purchase price shall draw interest at the rate of 8% per annum from the date hereof, and all payments made hereunder shall be first applied to interest accrued and the remainder applied in reduction of principal.

All payments made pursuant to this contract shall be made at the Mount Vernon Branch of the Seattle 1st National Bank, Mount Vernon, Washington, for credit to the account of sellers, or at such other place as the sellers may direct in



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on Land Title Company of Skagit County Preliminary Commitment for Insurance dated May 16, 1969, under Order #35000, which purchasers acknowledge they have inspected and which Preliminary Commitment is hereby made a part hereof by reference.

1969 Real Estate taxes shall be prorated as of the time of closing.

[This contract shall not be sold nor assigned by purchasers without the written consent of sellers first had and obtained, which consent shall not be unreasonably withheld.]

This contract is further subject to the terms and conditions on the next succeeding page, which are a complete part of this contract and hereby incorporated herein.



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This agreement constitutes the entire contract between the parties hereto and the seller is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to said premises, the improvements, the condition thereof, the income, the boundaries, the area, or any other matter whatsoever, made or furnished by any real estate broker, agent, employee, attorney, servant or other person representing or purporting to represent the seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein.

WASTE AND REPAIRS

The Purchaser agrees to keep the buildings and improvements now or hereafter placed upon said premises in good repair and not to permit waste or removal thereof without written approval of Seller first had and obtained.

DATE OF POSSESSION

The Purchaser is entitled to take and have possession of said premises on and shall be entitled to retain possession so long as Purchaser is not in default in carrying out the terms, covenants and agreements set forth herein.

TAXES

The Purchaser agrees to pay before delinquency all liens, taxes and assessments which may, as between Seller and Purchaser, hereafter become a lien on said premises, and also all taxes which may hereafter be levied, or imposed upon, the contract or the obligation hereby evidenced, or any part thereof.

RISK OF DAMAGE

The Purchaser assumes all risk of damage to any improvements upon the premises and of the taking of any part of the property for public use. No such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as a payment on account of the purchase price of the property. (Less any sums of money which the Seller may be required to expend in procuring such money,) or at the election of the Seller, to the rebuilding or restoration of such improvements.

INSURANCE

The Purchaser agrees to keep all buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, in the full insurable value thereof, in the name of the Seller as owner. Said insurance shall be placed and maintained in an insurance company satisfactory to the Seller, for the benefit of: the Mortgagee, if any, the Seller, and the Purchaser, as their interests may appear, until the purchase price is fully paid. Purchaser shall deliver to Seller all said insurance policies, renewals, and premium receipts, except such as are required to be delivered to the Mortgagee, if any.

ADVANCES

In the event that the Purchaser shall fail to pay before delinquency any taxes or assessments or make any payments required to be made on account of the mortgage, if any, or to insure the premises as above provided, the Seller may pay such insurance. The amounts paid therefor by Seller shall be deemed a part of the purchase price and become payable forthwith by Purchaser with interest at the rate of 10 percent per annum until paid, without prejudice to other rights of Seller by reason of such failure.

NON ASSIGNMENT

The parties agree that neither this contract nor Purchaser's interest therein is subject to assignment, either voluntarily or by operation of law, without the written consent of the Seller first had and obtained.

INSPECTION

The Purchaser represents that full inspection of said described premises has been made, and that said premises are being purchased "as is". Neither the Seller nor agents shall be held to any covenant respecting the condition of any improvements on said premises or to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing, attached to, and made a part hereof.

TITLE INSURANCE

The parties agree that the Seller has delivered, or within ten days herefrom will procure and deliver to the Purchaser, a title policy in usual form and with standard exceptions therein, insuring the Purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or encumbrance against, Seller's title to the premises, not assumed by the Purchaser, or as to which the conveyance hereunder is not to be subject.

DEED

The Seller agrees upon receiving full payment of the purchase price and interest, in the manner above specified, to execute and deliver to Purchaser a Warranty Deed to the property, excepting such part thereof which may hereafter be condemned, if any, and free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the Seller.

DEFAULT

Time is of the essence hereof. In the event the Purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, and shall fail to correct said default within a period of fifteen days after date of mailing notice thereof, as herein provided, the Seller may elect to declare all of the Purchaser's rights hereunder terminated. Upon his doing so, all payments made by the Purchaser hereunder and all improvements placed upon the premises may be declared forfeited to the Seller as liquidated damages for said breach, and the Seller shall have the right to re-enter and take possession of the property.

NOTICES

Upon default, service of all demands and notices of forfeiture may be made upon the Purchaser, or assigns, by registered or certified mail, at the election of Seller, to the last known address of the said Purchaser.

SELLER'S ELECTIONS

The Seller may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the Seller and repayable by the Purchaser. It being stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchaser, is independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. The Purchaser agrees that no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

to enforce all of the provisions of this contract, to procure



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Jack L. Turner
Jack L. Turner

Blanche Turner
Blanche Turner

"SELLERS"

Richard E. Turner
Richard E. Turner

Agnes M. Turner
Agnes M. Turner

Richard Johnson
Richard Johnson

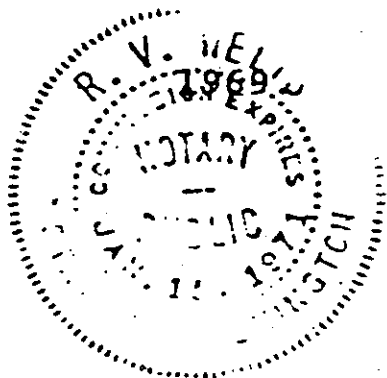
H. Irene Johnson
H. Irene Johnson

STATE OF WASHINGTON)

COUNTY OF SKAGIT) : SS

On this day personally appeared before me Jack L. Turner and Blanche Turner, 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 2^d day of June, 1969



R. V. Wells
Notary Public in and for the State of Washington, residing at Mount Vernon.



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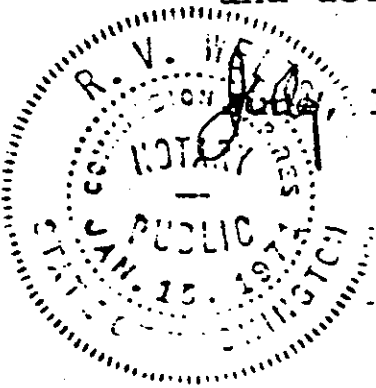
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STATE OF WASHINGTON)

COUNTY OF SKAGIT) : SS

On this day personally appeared before me Richard Johnson and H. Irene Johnson, to me known to be the individual s 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 2nd day of July, 1969.



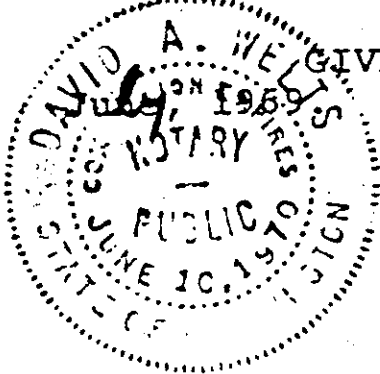
R. V. Wells

Notary Public in and for the State of Washington, residing at Mount Vernon.

STATE OF WASHINGTON)

COUNTY OF SKAGIT) : SS

On this day personally appeared before me Richard E. Turner and Agnes M. Turner, 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 2nd day of July, 1969.

David A. Wells

Notary Public in and for the State of Washington, residing at Mount Vernon.



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JUL 3 1969