

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



200005090100  
Kathy Hill, Skagit County Auditor  
5/9/2000 Page 1 of 6 2:43:59PM

**DOCUMENT TITLE: AGREEMENT and RELEASE**

**GRANTOR(s): ROBERT and HILARY TUGGLE**

**ADDITIONAL GRANTORS ON PAGE --- OF DOCUMENT**

**GRANTEE(s): SKAGIT COUNTY 004886**

**ADDITIONAL GRANTEES ON PAGE --- OF DOCUMENT**

**ABBREVIATED LEGAL DESCRIPTION:**

**(DR 14) PORTION SE ¼ SE ¼ ALSO KNOWN AS TRACT 2, SHORT  
PLAT 57-76 AF#843584**

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

**ASSESSOR'S TAX PARCEL NUMBER(s): P34559**

**AGREEMENT AND RELEASE**

This agreement and release, made this 8<sup>TH</sup> day of MAY, 2000,  
between ROBERT and HILARY TUGGLE, whose address is 14951 BENSON  
HEIGHTS PLACE, BOW, WA 98232 and SKAGIT COUNTY.

**WITNESSETH:**

1. Robert and Hilary Tuggle (hereinafter referred to as "TUGGLES") 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.

2. Skagit County (hereinafter referred to as "COUNTY") agrees to install potable water service to serve the TUGGLES 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 TUGGLES 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 TUGGLES will receive, from the County, a single lump sum payment of Three Thousand One Hundred Eighty Dollars (\$3,180.00). This payment represents compensation to offset future cost of water usage under the Public Utility District No. 1 program. 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.

004886

3. The TUGGLES, 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 TUGGLES shall permit for 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 TUGGLES 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 TUGGLES agree to provide Public Utility District No. 1 ingress and egress to and over the existing non-exclusive easement for road and utilities (Track 2, 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.



200005090100

Kathy Hill, Skagit County Auditor

5/9/2000 Page 2 of 6 2:43:59PM

7. In consideration for the COUNTY agreeing to extend, at no cost to the TUGGLES, potable water installation to the primary residence through the Public Utility District No. 1 water system, the TUGGLES, 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 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;

004886

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

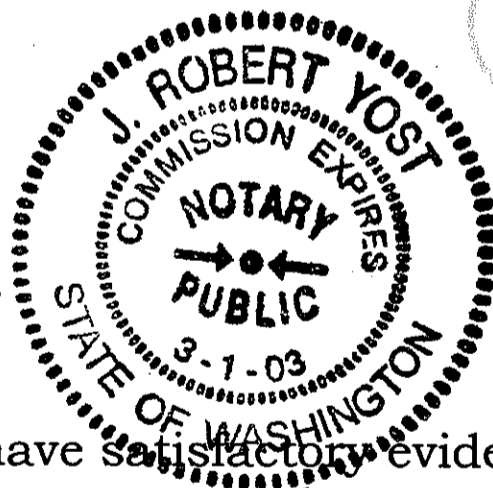
The TUGGLES and the COUNTY hereby covenant and agree that this Agreement and Release shall be binding upon their heirs, assigns, executors, or administrators.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this 17 day of APRIL, 2000.

Robert C. Tuggle  
Robert C. Tuggle

Hilary Tuggle  
Hilary Tuggle

State of Washington )  
 ) ss.  
County of Skagit )



I certify that I know or have satisfactory evidence that Robert C. Tuggle & Hilary Tuggle 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: 17 April 2000

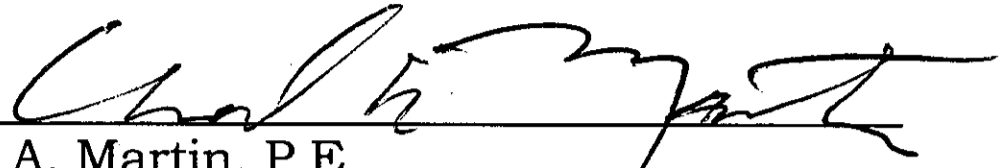
J. Robert Yost  
Notary Public  
My commission expires: 3/01/03



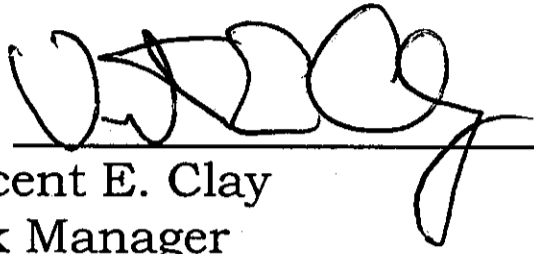
200005090100

Kathy Hill, Skagit County Auditor

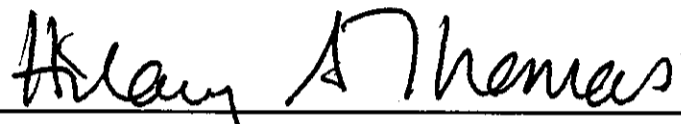
**Approved:**

By:   
Chal A. Martin, P.E.  
Public Works Director/County Engineer

004886

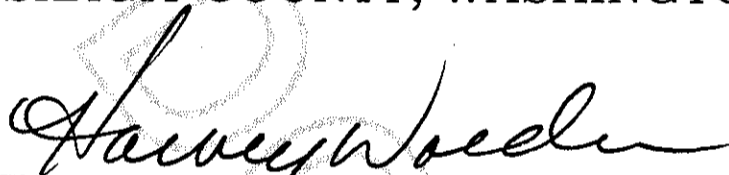
By:   
Vincent E. Clay  
Risk Manager

Approved as to Form Only

By:   
Hilary Thomas  
Civil Deputy

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



200005090100

Kathy Hill, Skagit County Auditor

EXHIBIT "A"

PARCEL A:

Lot 2 of SHORT PLAT 57-76, approved September 30, 1976, and recorded October 1, 1976, in Volume 1 of Short Plats, page 179, under Auditor's File No. 843584, records of Skagit County, Washington, being a portion of the Southeast Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 3 East of the Willamette Meridian,

EXCEPT right of way of Drainage District No. 14.

004886

PARCEL B:

A non-exclusive easement 40 feet in width for ingress, egress and utilities in a portion of the Southwest Quarter of Section 22, Township 35 North, Range 3 East of the Willamette Meridian, the centerline of said easement being described as follows:

Beginning at point on the West line of said subdivision that is North 0°20'08" East 630.25 feet from the Southwest corner of said Section 22;  
thence North 88°44'00" East, parallel with the South line of the Southeast Quarter of Section 21, Township 35 North, Range 3 East of the Willamette Meridian, a distance of 40.00 feet to a point of curvature;  
thence along the arc of said curve to the left having a radius of 100 feet, through a central angle of 43°34'00" and arc distance of 76.04 feet to point of tangency;  
thence North 45°10'00" East 240 feet, more or less, to an intersection with the Westerly margin of the county road (Benson Road) and the terminus of said centerline.

Situate in Skagit County, Washington.

- END OF EXHIBIT "A" -

TOGETHER WITH A MOBILE HOME, 1983, BERKS, 56/24, WAFL2ADI634570.



200005090100

Kathy Hill, Skagit County Auditor

1. Easement, including the terms, covenants, and provisions thereof, granted by instrument  
 Recorded: March 18, 1975  
 Auditor's No.: 814790, records of Skagit County, WA  
 In favor of: Tom Studebaker and Janell Studebaker, husband and wife  
 For: Ingress and egress, roadway, and public and private utilities  
 Affects: South 20 feet
  
2. Easement, including the terms, covenants, and provisions thereof, reserved by instrument  
 Recorded: September 7, 1979  
 Auditor's No.: 7909070060, records of Skagit County, WA  
 In favor of: Richard Johnson and H. Irene Johnson, husband and wife  
 For: Road and utility purposes  
 Affects: South 30 feet
  
3. Note contained on the face of said Short Plat, as follows:
  1. All maintenance and construction of private roads are the responsibility of the lot owners and the responsibility of maintenance shall be in direct relationship to usage of road.
  2. Short plat number and date of approval shall be included in all deeds and contracts.
  
4. Any question that may arise due to shifting or changing of the course of Joe Leary Slough or due to said slough having shifted or change its course.
  
5. Any prohibition or limitation on the use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
  
6. Right of use, control, or regulation of the United States of America in the exercise of power over navigation.
  
7. Restriction contained in deed  
 Recorded: October 13, 1987  
 Auditor's No.: 8710130032, records of Skagit County, WA  
 As follows:  
 ALSO TOGETHER WITH that certain 1983 Berkshire Mobile Home, 56x24, VIN WAFL2AD1634570, which shall not be removed or severed from the property described above.

004886

continued . . . . .

8. Restrictions and covenants contained in agreement  
 Recorded: June 16, 1972  
 Auditor's No.: 769673, records of Skagit County, WA  
 Affects: Parcel B
  
9. Terms, covenants, and provisions of the easement setforth in Parcel B of Exhibit "A", and the effect of any failure to comply with such terms, covenants, and provisions.



20005090100  
Kathy Hill, Skagit County Auditor  
5/9/2000 Page 6 of 6 2:43:59PM