



200306090259

Skagit County Auditor

6/9/2003 Page 1 of 4 1:51PM

Document Title:

AGREEMENT

Reference Number:

Grantor(s):

additional grantor names on page ___

1. DEBRA ANN ZIMMERMANN
2. JOHN ZIMMERMANN

Grantee(s):

additional grantee names on page ___

1. JULIE MARIE OVENELL
- 2.

Abbreviated legal description:

full legal on page(s) 2

18-36-4

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P49433

PARTITION AGREEMENT

THIS AGREEMENT, made on the 30th day of May, 2003, is between JULIE MARIE OVENELL and DEBRA ANN ZIMMERMANN & JOHN ZIMMERMANN, h/w.

WHEREAS, the parties are tenants in common in real property located in Skagit County, Washington and described as follows:

PARCEL A:

The South ½ of the Southeast ¼ of the Northeast ¼ of the Southeast ¼; the South ½ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼; and the Northwest ¼ of the Southwest ¼ of the Northeast ¼ of the Southeast ¼; all in Section 18, Township 36 North, Range 4 East, W.M.

Parcel no. P49433

PARCEL B:

The East 40 feet of the West 140 feet of that portion of Government Lot 1, Section 25, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at a point which bears from the Southwest corner of the said lot, North 0°19'00" East a distance of 1010 feet; South 89°41'00" East a distance of 400 feet; thence South 89°16'00" East a distance of 1014 feet; thence from the said point of beginning South a distance of 70 feet; thence South 89°16'00" East a distance of 236 feet; thence North to the shore of Bellingham Bay; thence Westerly along the shore of Bellingham Bay to a point due North of the point of beginning; thence South to the point of beginning;

TOGETHER WITH an easement for road purposes over and across the following described tract:

Beginning at a point on the West line of the said lot, 940 feet North of the Southwest corner thereof; thence 89°41'00" East a distance of 400 feet; thence South 89°16'00" East a distance of 1250 feet; thence South a distance of 50 feet; thence North 89°16'00" West to the West line of the said lot; thence North to the point of beginning;

AND TOGETHER WITH the tidelands of the second class in front of, adjacent to, and abutting upon the said premises.

Parcel no. P47031

AND WHEREAS, the parties have reached an agreement as to a voluntary partition of their respective interests in the above-described property, and wish to reduce their agreement to written form;

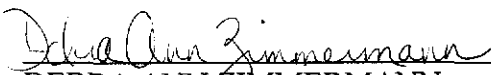


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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein,
THE PARTIES HERETO AGREE AS FOLLOWS:

1. Debra Ann Zimmermann & John Zimmermann shall convey all of their respective interest(s) in and to the above-described real properties to Julie Marie Ovenell, by quitclaim deeds.
2. Simultaneously with the delivery of the aforementioned Deeds, Julie Marie Ovenell shall pay to Debra Ann Zimmermann & John Zimmermann, h/w, or their attorney the sum of One Hundred Seventy Thousand Dollars, by cash, wire or bank transfer, or certified funds. The delivery of the Deed and payment of the funds as herein provided shall occur on or before 4:00pm on June 30th, 2003.
3. The allocation of the purchase price shall be \$140,000 for Parcel A and \$30,000 for Parcel B. Debra Ann Zimmermann & John Zimmermann shall pay the excise tax associated with the transfer of title, which may be deducted from the purchase price and paid by Julie Marie Ovenell to the County Treasurer at the time the deeds are recorded. Julie Marie Ovenell shall pay the remaining costs of recording the documents.
4. Each party hereto shall fully and completely release, indemnify, and hold the other harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, including court costs and attorney's fees, related to or arising from their co-tenancy of the real properties herein described.
5. Both parties declare and represent that no promise, inducement or agreement not herein expressed has been made in connection with this Agreement, that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital. Time is of the essence of this Agreement. If any legal action be brought to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and statutory costs.

EXECUTED effective on the date first above written.


DEBRA ANN ZIMMERMANN

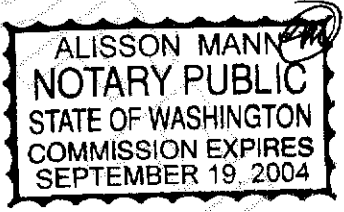

JULIE MARIE OVENELL


JOHN ZIMMERMANN



STATE OF WASHINGTON)
(ss.
SKAGIT COUNTY)

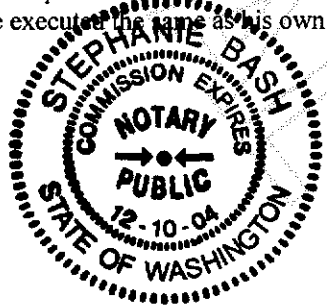
On this 30th day of May, in the year 2003, before me personally appeared Julie Marie Ovenell, known to me to be one of the persons who are described in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her own free and voluntary act and deed for the purposes therein mentioned.



Alisson Mann
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON,
Residing at Cummins Island, WA
My commission expires: 09/19/2004
Printed Name: ALISSON MANN

STATE OF WASHINGTON)
(ss.
SKAGIT COUNTY)

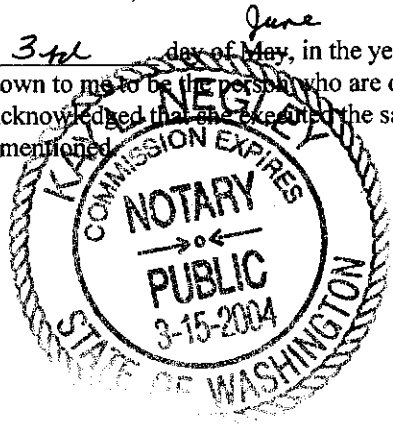
On this 30th day of May, in the year 2003, before me personally appeared John Zimmermann, known to me to be one of the persons who are described in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his own free and voluntary act and deed for the purposes therein mentioned.



Stephanie Bash
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON,
Residing at Everson, WA
My commission expires: 12/10/04
Printed Name: Stephanie Bash

STATE OF WASHINGTON)
(ss.
SKAGIT COUNTY)

On this 3rd day of ^{June} May, in the year 2003, before me personally appeared Debra Ann Zimmermann, known to me to be the person who are described in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her own free and voluntary act and deed for the purposes therein mentioned.



Kay L. Negley
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON,
Residing at Mount Vernon
My commission expires: 3-15-2004
Printed Name: KAY L. NEGLEY