When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

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Skagit County Auditor
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Grantors: (1) William C. Hershaw
(2) Suella M. Hershaw
(3) Big Lake Fire Protection District

Grantees: The Public

Legal Description: ptn SW 1/4 SE 1/4 Sec. 18 Twp. 33 N, Rng 6 EWM

Additional Legal Description Located Below

Assessor's Property Tax Parcel or Account No.: P18427

Reference Nos of Documents Assigned or Released: N/A

Conveyance: Agreement

# *AGREEMENT Re: PROVISION OF FIRE SERVICE*

THIS AGREEMENT is made and entered into effective 9-3-03, by and between WILLIAM C. HERSHAW & SUELLA M. HERSHAW, h/w (hereinafter "Owner") and THE BIG LAKE FIRE DISTRICT, a Fire Protection District organized pursuant to RCW chapter 52 (hereinafter "the District").

WHEREAS, Owner owns real property located within Skagit County, Washington, and legally described as follows: (hereinafter "the Property"):

THAT PORTION OF THE SW1/4 OF THE SE1/4 OF SEC 18, TWP 33, RNG 6, EWM, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION AS SHOWN ON THAT SURVEY RECORDED ON MAY 18, 1981, IN



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VOLUME 3 OF SURVEYS, PG 116, UNDER AUDITOR'S FILE #8105180011, RECORDS OF SKAGIT CO, WA; THENCE SOUTH 88 DEGREES 03 MINUTES 07 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 651.29 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 00 SECONDS WEST A DISTANCE OF 1338.98 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 16 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 651.28 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 01 DEGREES 34 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 1336.38 FEET TO THE POINT OF BEGINNING

AND WHEREAS, the Property is not located within the geographical limits of the District, and is not located within any other fire protection district;

AND WHEREAS, the Property does not adjoin on the boundaries of the District, and it is impracticable for the District to annex the Property or the properties located between the District boundaries and the Property;

AND WHEREAS, owners wish to allow development of their property, and fire protection is a necessary and proper issue related thereto;

AND WHEREAS, the parties have reached an agreement as to the provision of fire protection services to the Property by the District, and wish to reduce their agreement to writing; now, therefore, in consideration of the mutual promises and covenants contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The District will provide full fire protection and emergency response services to the Property, on the same terms and conditions as if the Property were located within the District boundaries. The District shall take such steps as are necessary to ensure proper dispatch to the Property through the Skagit County 911 system.

2. Owner will reimburse the District for any and all reasonable costs associated with the provision of services by the District as herein provided. The District shall bill Owner for such services, and Owner shall pay the same within 60 days of the date of the billing. Owner shall not be billed on a monthly basis for service; reimbursement to the District shall be on a case-by-case basis.

3. In the event payment is not made as herein provided, interest on delinquent amounts at the rate of 12% per annum may be assessed, and in addition the District may take one or more of the following actions:

   a. Discontinue the provision of services to the Property until the delinquency is cured.



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b. Place a lien on the Property to secure payment of the delinquency, in the manner provided by RCW 60.04, such lien being subject to foreclosure pursuant to RCW 60.04.171.

c. File suit on this Agreement in either the District Court or Superior Court for Skagit County.

4. This Agreement shall terminate upon one or more of the following events:

a. Agreement of the parties hereto, or their heirs, successors and assigns.

b. The annexation of the Property by the District or any other fire protection district.

c. A decree to that effect from a court of competent jurisdiction in an action to construe or enforce the provisions hereof.

5. In any legal action brought to construe or enforce any of the provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees as part of its costs. Time is of the essence of this Agreement. If any portion hereof is rendered unenforceable by a court of competent jurisdiction, the remaining portions hereof shall remain enforceable. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns, and shall be construed as a covenant running with the land above described.

Executed as of the date first above written.

BY OWNER:

WILLIAM C. HERSHAW

SUELLA M. HERSHAW

BY THE DISTRICT:

COMMISSIONER

COMMISSIONER

COMMISSIONER



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ADOPTED at a meeting of the Commissioners of the Big Lake Fire Protection District on Sept. 3, 2003.

Michele Peck
SECRETARY

STATE OF WASHINGTON )
:ss
COUNTY OF SKAGIT )

On this day personally appeared before me William C. Hershaw, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of August, 2003.

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley.
My commission expires: 9/9/05
Name: Andrea L. Harig

ANDREA L. HARIG
COMMISSION EXPIRES
NOTARY
PUBLIC
9-9-05
STATE OF WASHINGTON

STATE OF WASHINGTON )
:ss
COUNTY OF SKAGIT )

On this day personally appeared before me Suella M. Hershaw, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of August, 2003.

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley.
My commission expires: 9/9/05
Name: Andrea L. Harig

ANDREA L. HARIG
COMMISSION EXPIRES
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