



200406020052

Skagit County Auditor

6/2/2004 Page

1 of

6 12:03PM

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

BOUNDARY ADJUSTMENT, EASEMENT AGREEMENT AND DEED

GRANTORS: IRENE E. BETTINGER as Trustee, FBO "Irene E. Bettinger Trust" dated February 12, 1976; FRED L. WINTERMANTEL as Trustee of the "Fred Lynn Wintermantel Revocable Trust Agreement" dated March 24, 1997, and SUSAN IRENE WINTERMANTEL as Trustee of the "Susan Irene Wintermantel Revocable Trust Agreement" dated March 24, 1997.

GRANTEE: THE PUBLIC; IRENE E. BETTINGER as Trustee, FBO "Irene E. Bettinger Trust" dated February 12, 1976; FRED L. WINTERMANTEL as Trustee of the "Fred Lynn Wintermantel Revocable Trust Agreement" dated March 24, 1997, and SUSAN IRENE WINTERMANTEL as Trustee of the "Susan Irene Wintermantel Revocable Trust Agreement" dated March 24, 1997.

LEGAL DESCRIPTION: Lots 7, 8, 9, and 74, Block 6, "HOLIDAY HIDEAWAY NO. 1, according to the plat thereof recorded in Volume 8 of Plats, page 36, records of Skagit County, Washington. Subject to and together with all matters of record.

Tax Parcel Nos.:

Lot 7: P65969
Lot 8: P65970
Lot 9: P65971
Lot 74: P66035

RECITAL

A. IRENE E. BETTINGER as Trustee of the "Irene Bettinger Trust" dated February 12, 1976 (hereinafter referred to as "Bettinger"); is the owner of an undivided 77% interest in Lot 8 and all of Lots 7 and 74 of the above described property; and

BOUNDARY ADJUSTMENT, EASEMENT
AGREEMENT AND DEED - 1

B. FRED L. WINTERMANTEL as Trustee of the "Fred Lynn Wintermantel Revocable Trust Agreement" dated March 24, 1997, and SUSAN IRENE WINTERMANTEL as Trustee of the "Susan Irene Wintermantel Revocable Trust Agreement" dated March 24, 1997 (hereinafter collectively referred to as "Wintermantel") are the owners of an undivided 50% interest each in Lot 9 and an undivided 11.5% interest each in Lot 8 of the above described real property; and

C. Bettinger and Wintermantel have agreed that the Wintermantel Trusts will become the owners of an 18 foot wide strip of the above described Lot 8 which is parallel and adjacent to the common boundary line between Lots 8 and 9 of the above described real property and that Bettinger shall be the owner of all of the rest of Lot 8 of the above described property; and

D. Bettinger and Wintermantel have agreed to grant easements to one another for the benefit of their respective properties; and

NOW THEREFORE in consideration of the mutual benefits inuring hereto they covenant and agree as follows:

1. Bettinger grants, bargains, sells, and conveys unto Wintermantel all of Bettinger's interest in an 18 foot wide strip of the southeastern portion of Lot 8 of the above described property which is parallel and adjacent to the common boundary line between Lots 8 and 9 of the above described property. Said property shall be subject to, and together with, all matters of record which pertain to said property. This shall include all water rights and/or memberships which pertain to Lot 8. An undivided 50% interest in said strip shall be vested in each of the Wintermantel Trusts.

2. Wintermantel grants, bargains, sells, and conveys unto Bettinger all of their interest in Lot 8 except for an 18 foot wide strip of the southeastern portion of said property which is parallel and adjacent to the common boundary line between Lots 8 and 9 of the above described property. Said property shall be together with, and subject to, all matters of record which pertain to said property.

3. Wintermantel grants unto Bettinger a perpetual easement for the purposes of an underground septic tank, pump tank, and related drainline to the drainfield on Lot 74 under the property being conveyed to Wintermantel as referred to in

BOUNDARY ADJUSTMENT, EASEMENT
AGREEMENT AND DEED - 2



200406020052

Skagit County Auditor

paragraph 1 above. Bettinger agrees to repair the subject property to its prior existing state at such times as Bettinger repairs and/or replaces the septic tank, pump tank, and related drainline. Alternatively, if said repair or replacement requires the removal or damaging of landscaping, Wintermantel (and their heirs, successors and assigns) shall have the option of paying the difference between the repair and replacement of the septic tank, pump tank, and/or drainline, and the cost of relocating the same to the portion of Lot 8 being conveyed to Bettinger as referred to in paragraph 2 above. Said easement shall be for the benefit of Lots 7, 8, and 74 of the above described property.

4. Bettinger grants unto Wintermantel a perpetual, non-exclusive easement over, under and across the southeastern portion of Lot 8 owned by Bettinger for the purposes of ingress and egress and the construction of a stairway down the steep hillside to the cove.

5. Wintermantel grants unto Bettinger a perpetual, non-exclusive easement over, under and across the northeastern portion of Lot 8 and the northeastern portion of Lot 9 owned by them for the purposes of ingress and egress and the construction of a stairway down the steep hillside to the cove.

6. The above stated easements shall run with the land and shall be binding upon the parties heirs, successors and assigns. Bettinger and Wintermantel shall be equally responsible for the costs connected with the construction, maintenance, repair and/or replacement of the stairway referred to in paragraphs 4 and 5 above.

7. That as indicated above, the above-described property in paragraphs 1 and 2 above shall be combined and aggregated with contiguous property owned by each of the parties hereto and this boundary adjustment is not for the purposes of creating any additional building lots.

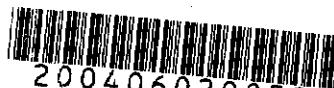
DATE:

5/28/04

Irene E. Bettinger TTEE

IRENE E. BETTINGER, as Trustee of
the "Irene E. Bettinger Trust"

BOUNDARY ADJUSTMENT, EASEMENT
AGREEMENT AND DEED - 3



200406020052
Skagit County Auditor

6/2/2004 Page

3 of

6 12:03PM

DATE: 6/2/2004

Fred L. Wintermantel
FRED L. WINTERMANTEL, as Trustee
of the "Fred Lynn Wintermantel
Revocable Trust Agreement"

DATE: 6/2/2004

Susan Irene Wintermantel
SUSAN IRENE WINTERMANTEL, as
Trustee of the "Susan Irene
Wintermantel Revocable Trust
Agreement"

STATE OF KANSAS (MISSOURI)

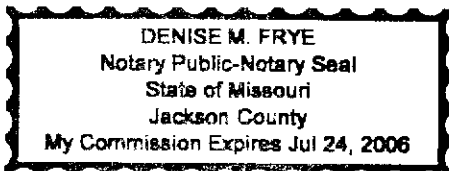
) SS

COUNTY OF Jackson)

On this day personally appeared before me IRENE E. BETTINGER, to me known to be the individual 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 28 day of May, 2004.

Denise M. Frye
Notary Public in and for the State
of Kansas, residing at
Missouri Kansas City.
My appointment expires: 7-24-06.



2739
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUN 2 2004

Amount Paid \$
Skagit County Treasurer
By: Deputy

BOUNDARY ADJUSTMENT, EASEMENT
AGRE



200406020052

Skagit County Auditor

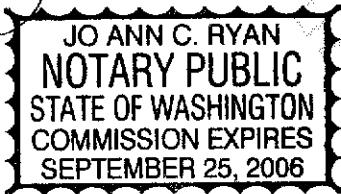
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

SS

On this day personally appeared before me FRED L. WINTERMANTEL and SUSAN IRENE WINTERMANTEL 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 June, 2004.



Jo Ann C. Ryan
Notary Public in and for the State
of Washington, residing at

Aracata
My appointment expires: 9-25-06

Approved this 2nd day of June, 2004, by
Graig Reeder of the Skagit County Planning
and Permit Center.

Graig Reeder
Associate Planner

BOUNDARY ADJUSTMENT, EASEMENT
AGREEMENT AND DEED - 5



200406020052

Skagit County Auditor

6/2/2004 Page

5 of

6 12:03PM

Boundary Line Adjustment

Reviewed and Approved in Accordance
with SCC Chapter 14.18.700 on

June 2, 2004

Gael Roder
Skagit County Planning and Permit Center

MAP OF PROPERTIES AFTER THE BOUNDARY LINE ADJUSTMENT

Legal Description of property with account no. 3926-006-007-0005 P65969:

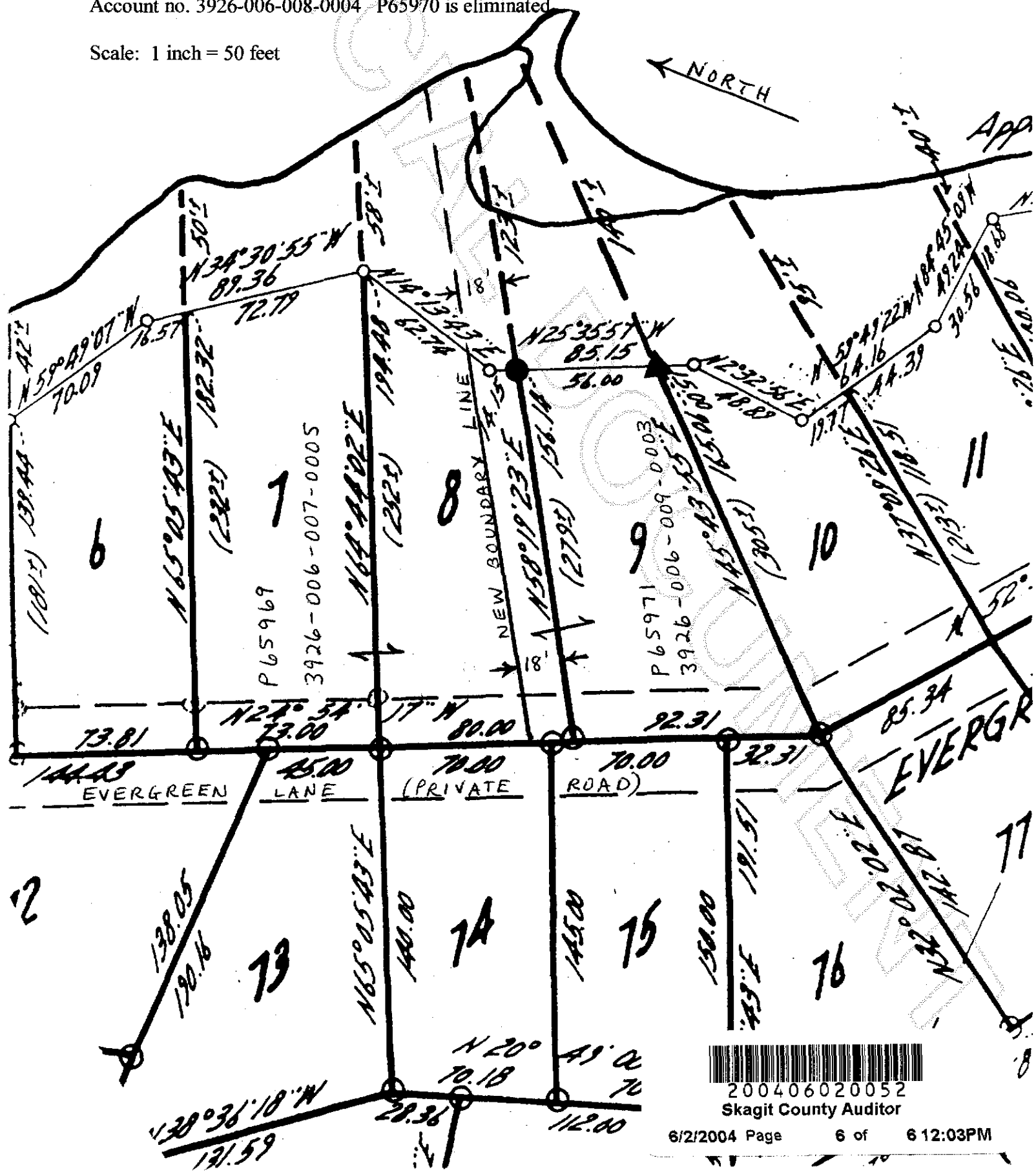
Lot 7, and Lot 8 except for an 18 foot wide strip of the southeastern portion of Lot 8 which is parallel and adjacent to the common boundary line between Lots 8 and 9; Block 6; PLAT OF HOLIDAY HIDEAWAY DIVISION NO. 1.

Legal Description of property with account no. 3926-006-009-0003 P65971:

Lot 9, and an 18 foot wide strip of the southeastern portion of Lot 8 which is parallel and adjacent to the common boundary line between Lots 8 and 9; Block 6; PLAT OF HOLIDAY HIDEAWAY DIVISION NO. 1.

Account no. 3926-006-008-0004 P65970 is eliminated

Scale: 1 inch = 50 feet



200406020052
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