



200408270121

Skagit County Auditor

8/27/2004 Page

1 of

6 2:05PM

AFTER RECORDING MAIL TO:

Name First American Title Ath: Kim Kerr
Address 1100 Cascade Place, Ste 104
City / State Burlington, Wa. 98233

FIRST AMERICAN TITLE CO.
B81669

Document Title(s): (or transactions contained therein)

1. Grant of Easement and
2. Joint use Agreement
- 3.
- 4.



First American Title Insurance Company

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Jack and Joan Hilde
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 27 2004

Amount Paid \$
By [Signature]
Skagit Co. Treasurer
Deputy

Grantee(s): (Last name first, then first name and initials)

1. Chris and Tami Nelson
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Pnt NW 1/4 - SW 1/4, Section 22, Township 35 North,
Range 4 East, W.M.

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

350422-3-008-0104

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

GRANT OF EASEMENT AND JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this the 23 day of August, 2004, by and between Jack and Joan Hilde, husband and wife, hereinafter referred to as "Grantors", and Chris and Tami Nelson, husband and wife, hereinafter referred to as "Grantees".

WHEREAS, Grantees are the owners of certain real property, hereinafter referred to as "Grantees' parcel", and more particularly described as follows:

The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 35 North, Range 4 East, W.M., EXCEPT the South 1/2 of the South 1/2 thereof: EXCEPT roads; AND EXCEPT the following described tracts: The North 285 feet of the West 137 feet of that portion lying East of the road along the West line and South of the road along the North line. The North 263 feet of that portion lying South of the road along the North line EXCEPT the West 137 feet of that prtion lying East of the road along the West line.

WHEREAS, Grantors are the owners of certain property adjacent to the Grantees' parcel, hereinafter referred to as "Grantor's parcel", and more particularly described as follows:

The West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 35 North, Range 4 East, W.M., EXCEPT the South 990 feet thereof, EXCEPT that portion lying within the boundaries of the asbuilt and existing County Road commonly known as District Line Road along the West line thereof, AND EXCEPT mineral rights as reserved by Deed dated July 1, 1902, and recorded July 15, 1902, under Auditor's File No. 40599, in Volume 49 of Deeds, Page 62, records of Skagit County, Washington.



200408270121
Skagit County Auditor

WHEREAS, Grantors desire to grant an easement to the Grantees for the purpose of supplying residential water from an existing community well located on Grantor's property to two existing homes located on the Grantees' parcel.

NOW THEREFORE, for and in consideration of the sum determined by the attached addendum and for other good and valuable consideration, and the mutual covenants and promises herein contained, the parties do agree as follows:

1. Grantors do hereby grant unto Grantees a perpetual right and easement across the Grantors' parcel for the purposes set forth above. Said easement on the Grantors' parcel shall be located 12 ft. centered on the water line.
2. The parties acknowledge and agree that the Grantors shall retain the right to also use the easement property for the purpose of residential living.
3. The parties agree to each pay the costs of repairs and maintenance associated with the agreement determined by the attached addendum.
4. The Grantors, however, shall not be permitted to use said easement in a manner that will obstruct the Grantees from obtaining sufficient water to the Grantees' parcel.
5. Said easement shall run with the lands hereinabove described and shall extend to and be binding upon the heirs, executors, administrators, successors, assigns and encumbrancer of the respective parties.

WHEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.



200408270121

Skagit County Auditor

8/27/2004 Page

3 of

6 2:05PM



200204040144

Skagit County Auditor

4/4/2002 Page 1 of 2 3:29PM

WATER USAGE AGREEMENT

Mark S. Johnson
9801 District Line Road
Burlington, WA 98233

This agreement, entered into between Mark S. Johnson, owner & manager of property (Property Description: RT#3-008-01 DAF W1/2 SW1/4 SW1/4 EXC S D T 14 990FT & RD. Real Estate Tax Account Number 350422-3-008-0104) on which is situated a water well (Johnson's well) used by Johnson and other property owners (water users) as of May 2000. Any property owner who sells or re-rents property covered under this agreement, agrees to inform Johnson & the purchaser/renter of this agreement, and have purchaser/renter follow its provisions as condition of sale/rental. It is agreed that any purchaser of Johnson's property shall replace Johnson as manager. This agreement takes the place of any and all prior written agreements relating to said well.

It is agreed that absolutely no liability shall be placed on the part of any water user for diseases or other illnesses relating to drinking or using the water from Johnson's well.

Maintenance Fee

It is agreed that any and all expenses relating to maintaining the well and well property be shared among all water users by way of a maintenance fee. Johnson shall keep track of this maintenance fee collected by depositing proceeds into a savings account. This fee shall increase by agreement or equal to inflation, whichever is greater—as adjusted annually & due on May 5 (May 5, 2000 annual fee is \$78.12). Should repair, or purchase of new equipment be necessary, the maintenance fee shall be used with any excess being shared between water users (this includes a new pump, well house, repair and other parts & labor). Johnson shall be responsible for coordinating any repair jobs needed, unless otherwise agreed. Johnson shall be responsible for labor for maintaining the building (including painting) whenever possible. Johnson shall incur the paperwork labor, the expense of property taxes, income tax on savings, and decreased land usage due to the well easement. In consideration of these and other managerial responsibilities, Johnson shall not be charged the maintenance fee. This fee is updated on the annual adjustment notice announced and collected by Johnson.

Electricity Fee

It is agreed that the electricity fee, as announced on the annual adjustment notice, shall be combined with the maintenance fee and sent or mailed to Johnson at the address below, by all water users by the fifth (5th) of May, each year (May 5, 2000 annual fee is \$82.68). Johnson shall be responsible for paying the total electricity bill through his house bill. The electricity fee shall increase equal to any and all increases in power rates, and will be adjusted annually & due on May 5.

It is agreed that each user of water from Johnson's well be responsible for repair and maintenance of water lines to & within the user's home. Any breaks or leaks in water pipes shall be repaired or replaced immediately by water user involved. Since breaks or leaks in water pipes, or high water usage, can cause high electricity costs for running the well, it is agreed that Johnson reserves the right to have water meters installed to any or all water users to be paid for out of the maintenance account, with extra water used prorated by approximate electricity cost involved to any particular water user. Should the water supply in the well reach abnormally low levels (danger of drying up), water meters may be installed and/or water usage limited. It is further agreed that all water users will cooperate in reducing water usage during these times. A meeting of all water users should be held to discuss the above problems before further action is taken.

Any business usage of the water requires the affected water user to agree with the manager to a usage fee. A minimum of \$20 shall be charged.

The total annual fees are due & payable each year on May 5. Any fee or payment which is more than one month late in being received by Johnson shall constitute a delinquent account, and shall be subject to a 1% per month interest fee & after 3 months past the due date having the water turned off to said water user until payment is up-to-date. If this requires a "shut-off" valve being installed to water user, said water user shall be liable for parts and labor charged.

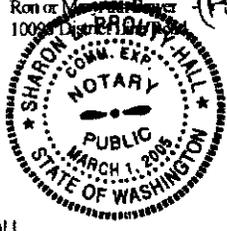
WATER USER SIGNATURES

Mark S. or Christine Johnson
9801 District Line Road

Ron or Margaret Taylor (Power)
10088 District Line Road

Scott or Robbin Naylor
9533 District Line Road

Notary Public
SHARON L. PROUTY-HALL



200408270121
Skagit County Auditor

BOTTLE NUMBER 102181
 STATE OF WASHINGTON DEPARTMENT OF HEALTH
 WATER BACTERIOLOGICAL ANALYSIS
 SAMPLE COLLECTION: READ INSTRUCTIONS
 EXERCISE ANALYTICAL

DATE COLLECTED: MONTH 3 DAY 31 YEAR 2002
 TIME COLLECTED: AM PM
 COUNTY NAME: Skagit

TYPE OF SYSTEM: PUBLIC INDIVIDUAL
 PUBLIC SYSTEM ID: [] [] [] [] [] [] [] [] [] []
 CIRCLE GROUP: A B

NAME OF SYSTEM: Mark Johnson

SPECIFIC LOCATION WHERE SAMPLE COLLECTED: Kitchen Tap
 TELEPHONE NO. DAY: 360-757-4041
 EVENING: []

SAMPLE COLLECTED BY: Mark

SOURCE TYPE: SURFACE WELL SPRING PURCHASED COMBINATION
 GROUND WATER UNDER SURFACE APPLIANCE WELLS INHERENT

SEND REPORT TO: Name: Mark Johnson
 Address: 2801 District Road
Chilukham State WA Zip 98233

TYPE OF SAMPLE (check only one in this column):
 ROUTINE Unfiltered (Partial) Total Free
 Drinking Water Filtered
 Repeat Sample Unfiltered or Other

REPEAT SAMPLE: Previous coliform presence: Lab # []
 Date: [] [] []

RAW SOURCE WATER Source # [] [] Total Coliform
 NEW CONSTRUCTION or REPAIRS Fecal Coliform
 OTHER (Specify):

REMARKS OR FAX:

UDDER HEALTH SYSTEMS, Inc.
 6401 OLD GUIDE ROAD
 BELLINGHAM WA 98226
 360-398-1360 FAX 360-398-7617
 (LAB USE ONLY) Drinking Water Results

TOTAL COLIFORM / 100 ml: [] E. COLI / 100 ml: []
 FECAL COLIFORM / 100 ml: [] PLATE COUNT / ml: []

ANOTHER SAMPLE REQUIRED: YES NO
 SAMPLE NOT TESTED BECAUSE: Sample too old Contaminated growth
 Missing container TNTC Tinted culture
 Inappropriate type EXCESS BUBBLES

Unsanitary history: Coliforms present: Repeat Exact Present Exact Absent Satisfactory
 Coliform absent: Repeat Exact Present Exact Absent

RECEIVED: Lab No 8801870 Lab Date: 4/1/02 Lab Time: 14:05
 Lab Analyst KO [] Reports Date 05 4/2/02

PHONER
 FAXER
 SP-INT

WATER BACTERIOLOGICAL ANALYSIS
 The Following are Explanations of Possible Results

This water sample was examined for the presence of coliform organisms which indicate the bacteriological quality of the water. The presence of coliform organisms serve as an indicator of the possible presence of other disease causing organisms in the water. The test will detect coliform organisms at a density of 1 organism per 100 ml of water tested. There are three possible results. From the outcome of the report on the left, choose the result that exactly matches one of the following possible results for the explanation of your test:

1. SATISFACTORY

UNSATISFACTORY, Coliforms present
 REPEAT EXACT PRESENT SATISFACTORY
 SAMPLES REQUIRED Fecal Present Fecal Absent

There were no coliform organisms found in this sample. Proper system maintenance and annual bacteriological monitoring should be continued to insure water safety.

2. COLIFORM PRESENT - WARNING

UNSATISFACTORY, Coliforms present
 REPEAT EXACT PRESENT SATISFACTORY
 SAMPLES REQUIRED Fecal Present Fecal Absent

Any coliform presence in a water test is unsatisfactory.

3. ECOLI PRESENT - UNSAFE

UNSATISFACTORY, Coliforms present
 REPEAT EXACT PRESENT SATISFACTORY
 SAMPLES REQUIRED Fecal Present Fecal Absent

E. Coli Present or Fecal Present means that the water sample shows contact with dangerous intestinal bacteria. **Do not drink this water.**

The presence of coliforms indicate the system is not properly protected against contamination and may be unsafe for human consumption. Unsatisfactory samples should be investigated and correction procedures taken immediately. A repeat sample should be submitted after correction of the problem.

You should physically exam your well casing for cracks or seal problems that can allow contamination by dirt, insects or surface water. To chlorinate your system, pour chlorine directly into your well casing, circulate chlorinated water up into the house until you smell chlorine at each tap. Let chlorinated water sit at least overnight. Run water until you no longer smell chlorine, before you resample.

Contact your local Health Department, Udder Health Systems Laboratory, or a water systems professional for assistance in determining the source of contamination and corrective procedures.

This test determines the presence or absence of coliform organisms and addresses only the bacteriological quality of this drinking water sample. There are other substances that can cause the water to be unsafe for human consumption. Additional organic and inorganic tests are needed to determine the chemical suitability of the water.

FOR ADDITIONAL INFORMATION
 Contact your local Health Department or
 Udder Health Systems Laboratory 360-398-1360



200204040144
 Skagit County Auditor
 4/1/2002 Page 2



200408270121
 Skagit County Auditor

GRANTORS:

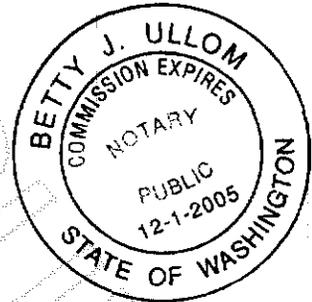
Jack Hilde
Joan Hilde

GRANTEES:

NOTARY PUBLIC:

JACK HILDE AND JOAN HILDE DID APPEAR BEFORE ME AND
Betty J. Ullom SIGN THEIR SIGNATURE ON
AUGUST 23, 2003

NOTARY FOR THE STATE
OF WASHINGTON, RESIDING
AT 930 EAST HICKOX, MOUNT VERNON.
MY COMMISSION EXPIRES 12-01-2005



State of Washington
County of Skagit

Signed before me on August 26th, 2004 by Chris Nelson and
Tami Nelson.

Notary Public in and for the State of Washington
Residing in Mount Vernon.



200408270121
Skagit County Auditor