



200412060239

Skagit County Auditor

Filed for Record at Request of:

12/6/2004 Page 1 of 6 3:45PM

Name

Address

City and State

CHICAGO TITLE CO.

1032927✓

DOCUMENT TITLE: Agreement to Terminate Well-Share

REFERENCE NUMBER OF RELATED DOCUMENT: 200309190285

GRANTORS: David Erickson and Julie Erickson

GRANTEES: Donald A Rapp and Carley Rapp

ABBREVIATED LEGAL DESCRIPTION: PTN W ¼, 21-35-9 E W. M., aka Parcels A & B Survey

#9112110040 and

PTN NE1/4 SW1/4 AKA TR 1 S/P 93-016 REC AF #931150088

FULL LEGAL DESCRIPTION ON PAGE 4

ASSESSOR'S TAX PARCEL NUMBER(S): 350921-2-005-0100, P104051; 350921-3-002-0106, P44620 and

350921-3-002-0007, P44619

AGREEMENT TO TERMINATE WELL SHARE

THIS AGREEMENT TO TERMINATE WELL SHARE ("Agreement") is made and entered into this day of December, 2004, by and between David Erickson and Julie Erickson, husband and wife, hereinafter referred to collectively as "Ericksons"; and Donald A. Rapp and Carley Rapp, husband and wife hereinafter referred to collectively as "Rapps", as follows:

WHEREAS, Ericksons are the owners of real property commonly known as 50223 State Route 20, Concrete, Washington (the legal description of which is attached hereto as **Exhibit A**), and

WHEREAS, Rapps are the owners of real property commonly known as 50271 State Route 20, Concrete, Washington (the legal description of which is attached hereto as **Exhibit B**), and

WHEREAS, Ericksons and Rapps are the successors in interest to a Settlement Agreement and Addendum between Don and Jill Rapp and Daniel and Charlotte Decker, dated December 9, 1991, recorded September 19, 2003 as Auditor's File No. 200309190285 (the "Settlement Agreement") which, among other things, provides at Paragraph 7 for a well-share/ water system agreement, and

WHEREAS, the parties desire to terminate the well-share/water system agreement leaving Rapps as the sole owners of the well/water system but without modifying the remaining provisions of the Settlement Agreement,

NOW, THEREFORE, Rapps and Ericksons hereby agree and acknowledge that:

- 1) Upon payment to Ericksons of the sum of Five Thousand One Hundred Dollars (\$5,100.00) by cashier's or certified check, Ericksons release and quit claim all right, title and interest to the well-share/water system located on the Rapps's property to Rapps.

- 2) Any use of the well and the right to water from the well is conveyed to the Rapps, their successors in interest and the Ericksons claim to the well is extinguished.
- 3) Rapps shall be responsible for and shall indemnify, defend and hold Ericksons harmless from any and all taxes or other governmental charges arising from this transfer of the well-share/water system and from any and all claims past, present or future with respect to the well-share/water system.
- 4) This Agreement only modifies Paragraph 7 of the Settlement Agreement and nothing herein shall be construed to in any way affect any of the other provisions of the Settlement Agreement which shall otherwise remain in full force and effect.
- 5) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which constitute one in the same instrument. If the parties elect to exchange counterparts by fax transmission, signatures on such fax transmissions shall be deemed to be the equivalent of original signatures for all purposes and as such shall constitute one in the same agreement binding upon all the parties.
- 6) This Agreement constitutes the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants or conditions set forth herein and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all parties.
- 7) This Agreement shall bind the respective owners, heirs, successors, or assigns to the properties described herein and shall further be interpreted as a covenant which shall bind and run with all succeeding ownerships of the properties described herein.

DATED this 1st day of December, 2004.


DAVID ERICKSON

DONALD A. RAPP

By: _____
CARLEY ANN RAPP, his authorized attorney-in-fact


JULIE ERICKSON

CARLEY RAPP

- Notaries Attached -

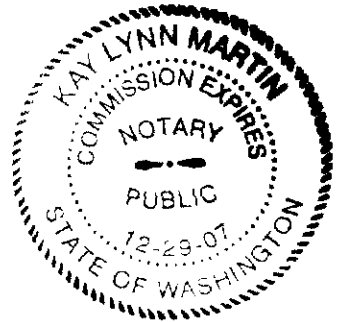


STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me Julie Erickson 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of Dec, 2004.

Kay Lynn Martin
NOTARY PUBLIC for Washington.
My Commission Expires: 12/29/07

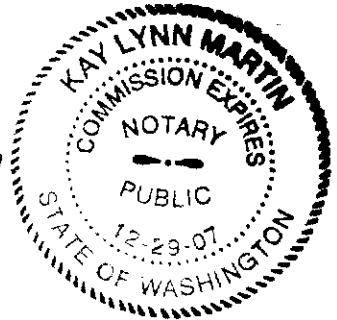


STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me David Erickson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of Dec, 2004.

Kay Lynn Martin
NOTARY PUBLIC for Washington.
My Commission Expires: 12/29/07



STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC for Washington.
My Commission Expires: _____



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- 2) Any use of the well and the right to water from the well is conveyed to the Rapps, their successors in interest and the Ericksons claim to the well is extinguished.
- 3) Rapps shall be responsible for and shall indemnify, defend and hold Ericksons harmless from any and all taxes or other governmental charges arising from this transfer of the well-share/water system and from any and all claims past, present or future with respect to the well-share/water system.
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- 6) This Agreement constitutes the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants or conditions set forth herein and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by all parties.
- 7) This Agreement shall bind the respective owners, heirs, successors, or assigns to the properties described herein and shall further be interpreted as a covenant which shall bind and run with all succeeding ownerships of the properties described herein.

DATED this 3 day of 12, 2004.

DAVID ERICKSON

DONALD A. RAPP

By: Carley Ann Rapp POA
CARLEY ANN RAPP, his authorized attorney-in-fact

JULIE ERICKSON

Carley
CARLEY RAPP

- Notaries Attached -



Kingdom of the Netherlands
Province of North Holland (Noord Holland)
City of Amsterdam
Consulate General of the United States of America

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this day personally appeared before me Donald Anthony Rapp to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of December, 2004

JAMES B. GRAY

NOTARY PUBLIC for Washington
My Commission Expires: _____
at the pleasure of the President

Kingdom of the Netherlands
Province of North Holland (Noord Holland)
City of Amsterdam
Consulate General of the United States of America

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this day personally appeared before me Carley Ann Rapp 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of December, 2004

JAMES B. GRAY

NOTARY PUBLIC for Washington
My Commission Expires: _____
at the pleasure of the President

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss:

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____

NOTARY PUBLIC for Washington.
My Commission Expires: _____



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Skagit County Auditor

EXHIBIT A

Ericksons' Property Legal Description

Parcel "A" and "B" of a Record of Survey, recorded December 7, 1991, in Book 12 of Surveys, pages 32 and 33, under Auditor's File No. 9112110040, records of Skagit County, Washington, and being a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 35 North, Range 9 East, W. M.

Situate in the County of Skagit, State of Washington

EXHIBIT B

Rapps' Property Legal Description

PARCEL A:

Lot 1, SKAGIT COUNTY SHORT PLAT NO 93-016, approved November 3, 1993, and recorded November 15, 1993, in Volume 11 of Short Plats Page 16, under Auditor's File No. 9311150088, records of Skagit County, Washington; being a portion of the Northeast Quarter of the Southwest Quarter of Section 21, Township 35 North, Range 9 East of the Willamette Meridian

Situated in Skagit County, Washington

PARCEL B:

An easement for access to Highway 20 as described in "Addendum to Settlement Agreement, recorded September 19, 2003, under Auditor's File No 200309190285, records of Skagit County, Washington

Situated in Skagit County, Washington

