



200505050138  
Skagit County Auditor

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After recording return to:  
James H. Webster  
1700 Howell Place  
Seattle, WA 988122-3528

**ORIGINAL**

**AGREEMENT TO PROVIDE SERVICE CONTRACT**

Grantor: Karin M. Webster  
Grantee: Skagit County Health Department (hereafter "the Department")  
Skagit County Tax Parcel No. P68369; Xref ID: 3977-000-005-0008  
Property Address: 3803 Biz Point Road, Anacortes  
Abbreviated Legal Description: Rancho San Juan Del Mar Sub-Div 6, NELY 1 /2 Lot 4 and all Lot 5.

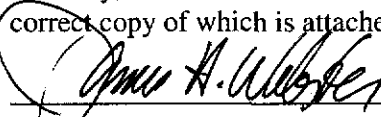
The Grantor agrees as follows:

- Grantor will comply with the requirements herein.
- Grantor will cause this document to be recorded in the Skagit County Auditor's Office.
- Grantor will file a copy of this document with the Skagit County Planning and Permit Center.

The Department requires that the Grantor, as owner of the above-described property, enter into and maintain a septic system maintenance contract for the purposed of monitoring the performance of the septic system to be installed at the above-described property. This is a requirement for the approval of the septic design and operation of the septic system under State Law. A contract must be in force for the life of the system. A Skagit County certified septic maintenance provider of Grantor's choice must provide the services. The service provider must inspect the system every six months and issue a report of the service to the Department and the property owner. This requirement is binding on subsequent owners of the property and must be disclosed at property transfers. Discontinuance of the service places the system in non-compliance that will be reported to the Department. The property owner must provide rights of entry for purposes of inspection, monitoring, maintenance, operation and sampling.

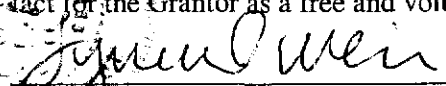
Date: April 29, 2005

Karin M. Webster by James H. Webster, attorney-in-fact, pursuant to Durable General Power of Attorney, recorded as document no. 950501-0620, Records of King County, Washington, a true and correct copy of which is attached hereto as Exhibit 1.

  
\_\_\_\_\_

State of Washington  
County of King

On this 29th day of April 2005 personally appeared before me James H. Webster known to me to be the individual described in the foregoing document and acknowledged that he signed the same as attorney-in-fact for the Grantor as a free and voluntary act for the purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at Seattle. My appointment expires 4/5/08

Filed for Record at Request of:

JAMES H. WEBSTER  
1700 HOWELL PLACE  
SEATTLE, WASHINGTON 98122

When recorded return to:

JAMES H. WEBSTER  
WEBSTER, MRAK & BLUMBERG  
600 PUGET SOUND PLAZA  
1325 FOURTH AVENUE  
SEATTLE, WASHINGTON 98101

ORIGINAL

950501-0620 12:44:00 PM KING COUNTY RECORDS 004 9H 10.00

**DURABLE GENERAL POWER OF ATTORNEY**

1. **Designation.** The undersigned Karin M. Webster (the "Principal") designates James H. Webster as attorney-in-fact for the Principal.

2. **Effectiveness; Duration.** This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. **Powers.** The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Washington. These powers shall include, without limitation, the power and authority specified below.

3.1. **Real Property.** The attorney-in-fact shall have authority to purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2. **Personal Property.** The attorney-in-fact shall have authority to purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3. **Financial Accounts.** The attorney in-fact shall have the authority to deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include

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Initials

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EXHIBIT: 1

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418684-11  
REF. #

the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers and withdrawals with respect to all such accounts.

3.4. **United States Treasury Bonds.** The attorney-in-fact shall have the authority to purchase United States Treasury Bonds, which may be redeemed at par in payment of federal estate tax.

3.5. **Moneys Due.** The attorney-in-fact shall have authority to request, demand, recover, collect, endorse and receive all moneys, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6. **Claims Against Principal.** The attorney-in-fact shall have authority to pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7. **Legal Proceedings.** The attorney-in-fact shall have authority to participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.

3.8. **Written Instruments.** The attorney-in-fact shall have the power and authority to sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9. **Safe Deposit Box.** The attorney-in-fact shall have the authority to enter any safe deposit box in which the Principal has a right of access.

3.10. **Transfers to Trust.** The attorney-in-fact shall have the authority to transfer assets of all kinds to the trustee of any trust which (a) is for the sole benefit of the Principal as to the Principal's separate property, (b) is for the sole benefit of the Principal and the Principal's spouse as to their community property, and which terminates at the Principal's death as to the Principal's property with the Principal's property distributable to the personal

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representative of the Principal's estate, or (c) is for the sole benefit of the Principal and which terminates at the Principal's death with the property distributable to the personal representative of the Principal's estate.

3.11. **Disclaimer.** The attorney-in-fact shall have the authority to disclaim any interest, as defined in RCW 11.86.010, in any property to which the Principal would otherwise succeed, and to decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary.

3.13. **Health Care Decisions.** If two of the Principal's attending physicians determine that the Principal is not competent as defined in RCW 11.88.010(1)(b), the attorney-in-fact shall have the authority to make health care decisions for the Principal and to provide informed consent to health care on behalf of the Principal as provided in RCW 11.94.010(3).

4. **Limitations on Powers.** Except for the authority specifically stated in Article 3, the attorney-in-fact shall not have authority under this instrument to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to make any gifts of such property or to exercise any power of appointment.

5. **Termination.** This power of attorney may be terminated by (a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded; (b) a Guardian of the estate of the Principal after court approval of such revocation; or (c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

6. **Accounting.** Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. **Reliance.** Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

8. **Indemnity.** The estate of the Principal shall hold

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