

After Recording Mail To:
GARY T. JONES
PO Box 1245
Mount Vernon, WA 98273



200807080096
Skagit County Auditor

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AGREEMENT TERMINATING WELL EASEMENT

Assessor's Tax Parcel No.: P31468 (Osborne); P31480 (Kleven)
Abbrev Legal: Gov Lot 1 Sec 13 T 35N, R 1 E & SW 1/4 of SW1/4 of Sec 12, T35N, R1E, W.M.

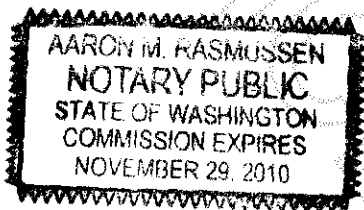
This Agreement is made and entered into by LEO E. OSBORNE, a single man, beneficiary of certain easements including an Easement and Right of Way for well and water supply purposes which runs with the land described in Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth and GREGORY KLEVEN and MARLENE KLEVEN, husband and wife whose property described in Exhibit "B" attached hereto is burdened by a perpetual easement running with the land for well and water supply. The parties have agreed to terms and conditions for extinguishment of the said easements and agreements for maintenance and repair for the well, and now declare as follows:

1. OSBORNE has, at his expense drilled a well and registered a source with Washington State Department of Ecology for domestic supply on the premises, commonly known as 5166 South Shore Drive, Anacortes, Washington 98221 on Guemes Island, formerly known as 318A South Shore Drive, Anacortes, Washington.
2. KLEVEN has recently made improvements to the well on EXHIBIT "B" which is subject to the easement and right of way for well and water purposes in favor of Osborne which Kleven will retain under this Agreement.
3. The undersigned parties agree that each well is an independent source of domestic water supply which shall hereafter be in exclusive control of the owner and all rights arising from easements or agreement between the present owners and their predecessors in interest shall be and there are hereby extinguished with respect to the right to go on the Kleven premises described in Exhibit B for the benefit of maintaining a well and domestic water supply for the premises described in Exhibit A.
4. Each party agrees that their respective source of supply is to be used for less than 5,000 gallons per day and does not interfere with any current or future expectancy of

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know, or have satisfactory evidence, that GREGORY KLEVEN is the person 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 3 day of July, 2008.
~~August 2007.~~



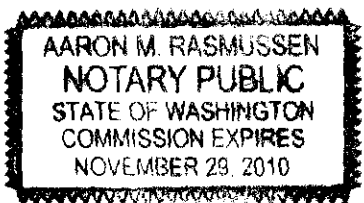
Aaron M. Rasmussen

NOTARY PUBLIC in and for the
State of Washington
Residing at Anacortes
My commission expires: 11-29-10

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know, or have satisfactory evidence, that MARLEN KLEVEN is the person 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 3 day of July, 2008.
~~August 2007.~~



Aaron M. Rasmussen

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PARCEL "A" – Kleven: [P31480 & P31507]

That portion of Government Lot 1 in Section 13, Township 35 North, Range 1 East, W.M., described as follows:

The East 75 feet of Subdivision "E" of "REFEREE'S PLAT" of the South ½ of the Southeast ¼, Section 11, Lot 1, Section 13 and Lots 1 and 2, Section 14, Township 35 North, Range 1 East, W.M.; TOGETHER WITH tidelands of the second class to the line of mean low tide, situate in front of, adjacent to and abutting upon said Tract and lying between the East and West lines of said Tract, produces South; and TOGETHER WITH an easement for road and utility purposes over and across the North 20 feet of the East 25 feet of the following described tract:

The Westerly 80 feet of the Easterly 155 feet of Subdivision "E" of "REFEREE'S PLAT" of the South ½ of the Southeast ¼ of Section 11, Lot 1, Section 13 and Lots 1 and 2, Section 14, Township 35 North, Range 1 East, W.M.

PARCEL "B" – Osborne: [P31468]

That portion of the Southwest ¼ of the Southwest ¼ of Section 12, Township 35 North, Range 1 East, W.M., described as follows:

The South 210 feet of the East 30 rods of the Southwest ¼ of the Southwest ¼, EXCEPT the East 240.83 feet thereof, AND ALSO EXCEPT any portion thereof lying West of the existing County road known as South Shore Drive, AND ALSO EXCEPT the South 20 feet thereof conveyed to Skagit County for road purposes by deed recorded July 1, 1912, under Auditor's File No. 92009, in Volume 90 of Deeds, page 12, records of Skagit County, Washington;

TOGETHER WITH that certain pedestrian right-of-way set forth in that certain Declaration of Easement recorded under Auditor's File No. 8611050001.



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