

AFTER RECORDING RETURN TO:
LAW OFFICES OF GREGORY E. THULIN, PS
2200 RIMLAND DRIVE, SUITE 115
BELLINGHAM, WA 98226
360-714-8599



Skagit County Auditor
8/21/2017 Page

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4 \$77.00
3:22PM

TITLE OF DOCUMENT: WATER RIGHT USE & ASSIGNMENT
AF# OF AFFECTED DOCUMENT: 201708210208
GRANTOR: J & L FRAZIER, LLC
GRANTEE: FRAZIER HEIGHTS LLC, and
THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION: TRACT S, FRAZIER HEIGHTS., AF# 201708210208
TAX PARCEL NOS.: 340302-4-002-005 P21047

WATER RIGHT USE AND ASSIGNMENT

THIS WATER RIGHT USE AND ASSIGNMENT AGREEMENT is made this 4th day of August, 2017, by J & L FRAZIER, LLC, a Washington limited liability company ("J& L") and FRAZIER HEIGHTS LLC, a Washington limited liability company ("Frazier") for the purpose of outlining and securing rights of use of a ground water right reserved by J & L.

RECITALS:

A. Frazier owns a certain parcel of real property situate in Skagit County, Washington, known herein as "Tract S" and legally described as:

Tract S, Plat of Frazier Heights, as per the Map thereof recorded at Auditor's File No. 201708210208, Records of Skagit County, Washington.

B. By statutory warranty deed between J & L as the seller and Frazier as the purchaser, dated August 11, 2016, and recorded under Skagit County Auditor's File No. 201608120115, J & L reserved all water rights on the real property conveyed to Frazier, which included Tract S.

C. J & L is the holder of a Ground Water Right, Certificate No: G1-*05685CWRIS ("Water Right"), associated with an irrigation well providing non-potable irrigation water on Tract S, Well Tag No: BJH163 (hereinafter "Irrigation Well").

D. Frazier and J & L have agreed that the Water Right is subject to transfer at the request of J & L.

E. Frazier and J & L, have also agreed that the Plat of Frazier Heights, and specifically,

Frazier Heights Association, the non-profit homeowners' association that will be formed for the benefit of the Plat of Frazier Heights ("Association"), would be able to make temporary use of the Irrigation Well for purposes of maintaining the enhancement planting in Tract S during certain months each year.

F. The Irrigation Well does not necessarily meet construction standards at this time.

G. The parties hereto wish to make provisions formalizing the assignment of the Water Right, the use of the Irrigation Well and the eventual decommissioning of the Irrigation Well.

NOW, THEREFORE, for and in consideration of the several matters described above, for the mutual benefit of J & L, Frazier and the Association, the parties hereto agree as follows:

1. Grant of Temporary Water Right. J & L hereby grants and assigns to and for the benefit of Frazier and the Association, its Water Right and the right to use of the Irrigation Well, for the purposes outlined in Section 2 herein and subject to the limitations contained in Section 3 herein.

2. Purpose. Frazier and the Association may utilize this Grant of Water Right from the Irrigation Well for the purposes of maintaining the stream buffer corridor enhancement within Tract S during the required critical area monitoring period, as outlined in Section 6.2 of the Declaration of Covenants, Conditions, Restrictions and Reservations for Frazier Heights, recorded under Skagit County Auditor's File No. 201708210211 ("Declaration").

3. Limitations. The grant of the Water Right herein is limited for use by Frazier and the Association of Water Right and Irrigation Well for the period May 15 through October 31 of each year during the required critical area monitoring period.

4. Approval and Decommissioning. Presently the Irrigation Well does not meet WAC 173-160 construction standards. J & L is responsible for completing a water right review with the State Department of Ecology to transfer any possible rights/claims that may be in place for the use of the Irrigation Well, at J & L's sole cost and expense. Frazier and the Association shall cooperate fully in any Water Right transfer process, but at no expense to Frazier and/or the Association. J & L is responsible for completing the water right review and the State Department of Ecology's approval or completion of the water right process, at J & L's sole cost and expense. Upon finalization and approval of the transfer process, J & L shall take immediate steps to decommission the Irrigation Well pursuant to WAC 173-160 and submit any and all necessary copies of the decommissioning paperwork by a certified licensed well driller to the State Department of Ecology and Skagit County, at J & L's sole cost and expense.

5. Binding Effect. This Agreement shall be binding on the parties hereto, and their respective successors, assignees, transferees, grantees and heirs.

6. Litigation. In the event any action is brought by either party to enforce the terms of this Agreement, or for damages resulting from a breach of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs incurred therein, including any

appeals taken therefrom.

7. Applicable Law. This Agreement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

8. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day, month and year first above written.

GRANTOR:

GRANTEE:

J & L FRAZIER, LLC

FRAZIER HEIGHTS LLC

By: Lloyd Frazier
Lloyd Frazier, Managing Member

By: Brian Gentry
Brian Gentry, Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Lloyd Frazier is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Manager of J & L FRAZIER, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: AUGUST 4TH, 2017.

Steven G. Baugh
NOTARY PUBLIC in and for the State of Washington,
Residing at: MOUNT VERNON, WA.
My commission expires: 01-29-2018.

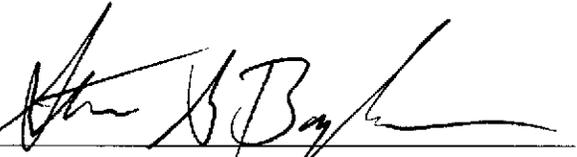
STEVEN G. BAUGHN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-29-18

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Manager of FRAZIER HEIGHTS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: AUGUST 4TH, 2017.

STEVEN G. BAUGHN
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-29-18



NOTARY PUBLIC in and for the State of Washington,

Residing at: MOUNT VERNON, WA

My commission expires: 01/29/2018