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08/24/2018 09:19 AM Pages: 1 of 46 Fees: \$144.00  
Skagit County Auditor

**Return Address:**

Souders Law Group  
913 - 7th Street  
Anacortes, WA 98221

**Document Title:**

Taggart Quarry Water Settlement Agreement 2018

**Reference Number** (if applicable): \_\_\_\_\_

**Grantor(s):**

☒ additional grantor names on page 2

- 1) Mark Lundsten
- 2) Tere Osato Lundsten

**Grantee(s):**

☐ additional grantor names on page \_\_\_\_

- 1) Public
- 2) \_\_\_\_\_

**Abbreviated Legal Description:**

☐ full legal on page(s) \_\_\_\_

Ptn of NW/4 of SE/4 of SW/4 Sec 13, Twp 34N  
R1E W.M.

**Assessor Parcel /Tax ID Number:**

☒ additional parcel numbers on page 2

P19343

## Taggart Quarry Water Settlement Agreement, 2018

AGREEMENT TO RELEASE PROPERTY FROM RIGHTS AND OBLIGATIONS OF  
WELL AGREEMENT

## PARTIES:

The parties to this agreement are Gene & Ruby Tanaka, Mark Lundsten and Teru Osato Lundsten, Lisa Johnson, William & Elisabeth Buchman and Vyhmeister Properties LLC.

## RECITALS:

Whereas the parties above named own properties on Taggart Quarry Road in Skagit County, Washington, which properties are subject to a well agreement originally created by Charles Stavig who subdivided his one parcel into six separate parcels and recorded Protective Covenants, in part, to establish a community water well; and  
Whereas the Protective Covenants recorded with the Skagit County Auditor on or about July 15, 1996 and which are referenced by Skagit County Auditor's file No. 9607150132 are attached hereto and incorporated by reference as Exhibit A; and

Whereas Gene and Ruby Tanaka, husband and wife, own the real property known as Skagit County Assessor's tax parcel number 19339, located at 14820 Taggart Quarry Road, and is fully described in Exhibit C Legal Descriptions under TANAKA TRACT 2; and,

Whereas Mark and Teru Osato Lundsten, husband and wife, own the real property known as Skagit County Assessor's tax parcel number 19343, located at 14791 Taggart Quarry Road and 14795 Taggart Quarry Road, and is fully described in Exhibit C Legal Descriptions under LUNDSTEN TRACT 1; and,

Whereas Lisa Johnson, a single person, owns the real property known as Skagit County Assessor's tax parcel number 19338 located at 14715 Taggart Quarry Road, and is fully described in Exhibit C Legal Descriptions under JOHNSON TRACT 3; and,

Whereas William and Elisabeth Buchman, husband and wife, own the real property known as Skagit County Assessor's tax parcel number 19342 located at 14763 Taggart Quarry Road, and is fully described in Exhibit C Legal Descriptions under BUCHMAN TRACT 4; and,

Whereas Vyhmeister Properties LLC (hereinafter "Vyhmeister"), a Washington State limited liability company, owns the real property known as Skagit County Assessor's tax parcel number 19344 located at 14725 Taggart Quarry Road and parcel number 19353 located at 14745 Taggart Quarry Road; and is fully described in Exhibit C Legal Descriptions under VYHMEISTER LLC TRACT 5 and 6; and,

Whereas the Protective Covenants (Exhibit A) noted above were amended and recorded in 2000, which Amendment is referenced by Skagit County Auditor's file Number 200004180025 and is attached hereto as Exhibit B; and

## Taggart Quarry Water Settlement Agreement, 2018

Whereas the owners referenced in Exhibit B also created a homeowners association that has since been disbanded, and is thus not relevant to this Agreement; and

Whereas disputes over the administration of the water well and its capability to serve its owners have arisen;

Now, therefore, the parties hereby agree that the portion of the Protective Covenants referenced in Exhibits A & B, regarding the water well and its associated water pipeline and system, shall be extinguished and terminated with respect to Vyhmeister, and this extinguishment and termination shall run with the land as to Parcels 19344 and 19353 and the aforementioned related legal descriptions. As a result, Vyhmeister and any person(s) subsequently owning Parcels 19344 and 19353 shall receive none of the water from the community well noted in this Agreement, and they shall no longer be burdened by the administration and operation and costs arising from maintaining and improving the water well and its associated water pipeline and system.

The other four parties, other than the Vyhmeisters, will, concurrent with this Agreement, execute and record an Amendment to paragraphs 7, 8 and 9 of the Declaration of Easements, Protective Covenants and Road and Well Maintenance Provisions recorded under Skagit County Auditor's file number 199607150132. Those four parties also will, concurrent with this Agreement, execute and record an Amendment to the Supplemental Agreement as to Water System Operation and Maintenance Community of Taggart Quarry, recorded under Skagit County Auditor's file number 200004180025.

In exchange for the termination and extinguishment cited above as to Vyhmeister, Vyhmeister and all the other owners agree to follow the county requirements to remove Vyhmeister from the community well's retail service area and to eliminate the community well's duty to serve Vyhmeister. Vyhmeister forever releases any claim against the other parties to this Agreement, or the successors of such other parties, where such claim pertains to or involves in any way the administration, operation, improvement and maintenance of the water well or any assessments incurred as a result of the same.

Vyhmeister agrees to allow the other four owners to cap the water line that extends to the Vyhmeister's property from the Buchman driveway. The other four owners shall arrange and pay for that work at their own discretion. Vyhmeister agrees to pay each of the other four owners \$300.00 (exactly three hundred dollars), \$1,200.00 total, to compensate for that cost.

Vyhmeister and the other four owners agree to determine conclusively whether or not any other water line extends from the community water system to the Vyhmeister's property. All the owners agree to hire a utility locating service to begin the process of making that determination and to share the cost of that service on the basis of shares described in the 1996 Road and Well Agreement, Vyhmeister paying 2/6 and each of the other four owners each paying 1/6. If such a line is found, Vyhmeister Properties LLC agrees to excavate and to cap that line, in a timely manner and at their own expense, at a location

## Taggart Quarry Water Settlement Agreement, 2018

identified and marked by the locating service at a point as close to the main water line as is possible, within the utility easement commonly accessible at all times to all of the other parties. This job will be performed by a licensed, bonded, and insured professional skilled in this type of work. Vyhmeister Properties LLC will notify the other property owners of the time this work is to be performed.

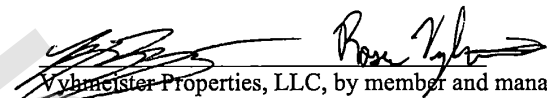
This agreement shall not extinguish or change any other easement rights for any other party. Additionally and specifically, it shall not alter the rights pertinent to those found in Skagit County Recorder's No. 200306050024.

The consideration laid out in this Agreement is deemed reasonable, shall become effective April 16, 2018 and shall affect the properties referenced in the Recitals above, specifically, the Gene and Ruby Tanaka property [parcel number 19339] located at 14820 Taggart Quarry Road; the Mark and Teru Osato Lundsten property [parcel number 19343] located at 14791 Taggart Quarry Road and 14795 Taggart Quarry Road; the Lisa Johnson property [parcel number 19338] located at 14715 Taggart Quarry Road; the William and Elisabeth Buchman property [parcel number 19342] located at 14763 Taggart Quarry Road; and the Vyhmeister Properties LLC property [parcel number 19344] located at 14725 Taggart Quarry Road and at [parcel number 19353] located at 14745 Taggart Quarry Road.

## Conditions

1. In the event of a dispute as to this agreement, the non-prevailing party shall pay the prevailing parties' reasonable attorney's fees and costs, including those on appeal if applicable, as awarded by the court in any action brought to enforce the terms of this agreement.
2. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed in accordance with the laws of the State of Washington.
3. Time shall be of the essence in the payment of all sums, performance of all obligations, giving of all notices and the exercise of all rights under this Agreement.
4. No waiver by any party of any failure or refusal of the other party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal so to comply.
5. This Agreement may not be changed, modified or terminated except by an instrument executed by all parties hereto, or their lawful agents or successors.

## Taggart Quarry Water Settlement Agreement, 2018

  
 Vyhmeister Properties, LLC, by member and manager Ross Vyhmeister

STATE OF ~~WASHINGTON~~ MissouriCOUNTY OF St. Louis City

On this day personally appeared before me Kaitlyn & Ross Vyhmeister, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 14<sup>th</sup> day of June, 2018.

RALF LUCAS 

Notary Public residing at St. Louis, MOPrinted Name: RALF LUCASMy Commission Expires: 05-20-22

RALF LUCAS  
 My Commission Expires  
 May 20, 2022  
 St. Louis City  
 Commission #14436229

  
 Vyhmeister Properties, LLC, by member and manager Kaitlyn Vyhmeister

STATE OF ~~WASHINGTON~~ MissouriCOUNTY OF St. Louis City

On this day personally appeared before me Kaitlyn & Ross Vyhmeister, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 14<sup>th</sup> day of June, 2018.

Ralf Lucas 

Notary Public residing at St. Louis, MOPrinted Name: RALF LUCASMy Commission Expires: 05-20-22

RALF LUCAS  
 My Commission Expires  
 May 20, 2022  
 St. Louis City  
 Commission #14436229

## Taggart Quarry Water Settlement Agreement, 2018

Ruby Tanaka  
 Ruby Tanaka

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me Ruby Tanaka, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 6<sup>th</sup> day of June, 20 18.

Leon Wroblewski  
 Notary Public residing at Anacortes WA

Printed Name: Leon Wroblewski

My Commission Expires: July 01, 2018

LEON T WROBLEWSKI  
 Notary Public  
 State of Washington  
 My Commission Expires  
 July 01, 2018

Gene Tanaka  
 Gene Tanaka

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me Gene Tanaka, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 6<sup>th</sup> day of June, 20 18.

Leon Wroblewski  
 Notary Public residing at Anacortes, WA

Printed Name: Leon Wroblewski

My Commission Expires: July 01, 2018

## Taggart Quarry Water Settlement Agreement, 2018

Elisabeth Buchman

Elisabeth Buchman

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me Elisabeth Buchman, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 15<sup>th</sup> day of June, 20 18.

SMNotary Public residing at BothellPrinted Name: VIKTORIA IATSENKOMy Commission Expires: 1/30/2019

VIKTORIA IATSENKO  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
01-30-19

William Buchman

William Buchman

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me William Buchman, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 15<sup>th</sup> day of June, 20 18.

SMNotary Public residing at BothellPrinted Name: VIKTORIA IATSENKOMy Commission Expires: 1/30/2019

VIKTORIA IATSENKO  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
01-30-19

## Taggart Quarry Water Settlement Agreement, 2018

Teru Lundsten  
Teru Lundsten

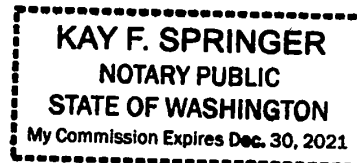
STATE OF WASHINGTON

COUNTY OF Skagit

On this day personally appeared before me Teru Lundsten, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 8 day of June, 2018.

Kay F. Springer  
Notary Public residing at Anacortes, wa.

Printed Name: KAY F. SpringerMy Commission Expires: 12-30-2021

Mark Lundsten  
Mark Lundsten

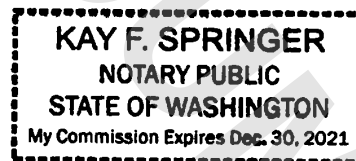
STATE OF WASHINGTON

COUNTY OF Skagit

On this day personally appeared before me Mark Lundsten, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 8 day of June, 2018.

Kay F. Springer  
Notary Public residing at Anacortes wa

Printed Name: KAY F. SpringerMy Commission Expires: 12-30-2021

Lisa Johnson  
Lisa Johnson

STATE OF WASHINGTON

COUNTY OF Snohomish

On this day personally appeared before me Anna M. Obryan, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

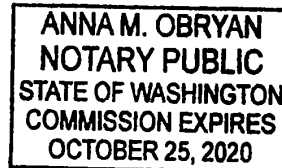
Given under my hand and seal of office this 8th day of June, 2018.

Anna M. Obryan

Notary Public residing at Anacortes WA

Printed Name: Anna M. Obryan

My Commission Expires: October 25, 2020



Taggart Quarry Water Settlement Agreement, 2018  
Exhibit A  
Page 1 of 5

*Island Title Company*  
P. O. BOX 1228  
ANACORTES, WA. 98021

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JUL 15 1996

KATHY HILL  
SKAGIT COUNTY AUDITOR

SA-15680

9607150132

Amount Paid \$ 0  
Skagit Co. Treasurer  
Deputy

96 JUL 15 P353

DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS,  
AND ROAD AND WELL MAINTENANCE PROVISIONS

REQUEST OF

CHARLES I. STAVIG, a single man (hereinafter "Declarant"), as the owner of six (6) parcels of real property located in Skagit County, Washington and legally described on Exhibit A which is attached hereto and incorporated by reference herein (hereinafter the "Property") desires to establish for the property certain easement rights, protective covenants, and provisions for the maintenance of a road and community well; and

Now therefore, in consideration of the benefits to be derived from the establishment of the easements, agreements, and covenants Declarant hereby declares, grants, and conveys as follows:

ROAD

1. Declarant grants, conveys, and quit claims unto the owners of the six (6) parcels of property any rights Declarant may have in non-exclusive easements for ingress, egress, and utilities and purposes incidental thereto over, under and across that certain roadway known as "Taggart's Quarry Road" from Highway 20 the boundary line of the property described on Exhibit A.

2. Declarant grants, conveys, and quit claims unto the owners of the six (6) parcels of property non-exclusive easement rights for ingress, egress and utilities and purposes incidental thereto over, under and across the roadway depicted on the face of a survey filed with the Skagit County Auditor's Office on the 15 day of July, 1996 under Skagit County Auditor's File No. 9607150009.

3. Declarant grants, conveys, and quit claims unto the owner(s) of parcel 3 a non-exclusive easement for ingress, egress and utilities and purposes incidental thereto over, under, and across parcels 2 and 5 for purposes of access to the southern boundary of parcel 3.

4. That the owners of each parcel shall each be responsible for one-sixth (1/6) of the expenses connected with the maintenance, repair and/or replacement of the roads referred to above. If, and when, the owners of adjacent property enter into an agreement, or agreements, to contribute to the cost of the maintenance of the road from Highway 20 to the boundary of their property, the costs related to that portion of the road shall be paid in common with the owners of the property.

5. If any owner, or owners, should by their use of the road cause the same to be subjected to other than reasonable wear and tear and the road is damaged by such use, the owner(s) causing said damage shall have the obligation to repair said damages at their own expense upon demand by one or more of the other prop-

DECLARATION OF EASEMENT, MAINTENANCE  
PROVISIONS, PROTECTIVE COVENANTS - 1

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BK1567PG0080

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 6TH STREET, SUITE 2  
P. O. BOX 929  
ANACORTES, WASHINGTON 98021  
TELEPHONE (360) 233-9177  
FAX (360) 264-6215

Taggart Quarry Water Settlement Agreement, 2018  
Exhibit A  
Page 2 of 5

erty owners affected thereby, and to restore the road to the condition existing prior to the use causing said damage.

6. That prior to the incurring of expenses for the maintenance, repair and/or replacement of the road and/or well referred to below, at least thirty (30) days written notice to all owners of the property shall be required and no expense shall be incurred unless the owners of at least four (4) parcels agree to the expenditure. This notice requirement shall not be required in the event of an emergency and in that event, the property owner or owners incurring said expense shall give immediate notice to the other owners of said expenditure. The parcel owner(s) paying for the work may then seek reimbursement from the other property owners for their respective share. The amount of said reimbursement shall bear interest at the highest legal rate of interest commencing thirty (30) days from the date notice is given until paid.

#### COMMUNITY WELL

7. Declarant has established a community water well on parcel 1 of the property for the purposes of supplying water for domestic purposes to the six (6) parcels which comprise the property and Declarant grants, quit claims, and conveys an easement from the well to the road referred to in paragraph 2 above for the purpose of a water pipeline for purposes of maintenance, repair, and replacement of such waterline as shall be necessary.

8. The owners of the property shall maintain the community water system in accordance with all applicable laws, rules, and regulations as established by Skagit County and the State of Washington.

9. The owners of each parcel shall each be responsible for one-sixth (1/6) of the expenses connected with the supplying of electrical power to the well, its maintenance, repair and/or replacement in the same manner as provided in paragraph 6 above. All expenses incurred for the construction, maintenance, repair and replacement of water pipelines to the parcels shall be the responsibility of the owners of the parcels being served by said water pipelines.

#### CONDITIONS

10. The owner of each parcel of property shall have one vote for each parcel of property owned with regard to expenses to be incurred for the roads and community well. In the event the owners of two parcels of the property elect to combine their parcels into one parcel, the payment of expenses associated with both road and water well maintenance would then be prorated on a one-fifth (1/5) basis and the two votes associated with said parcels would then become one vote.

DECLARATION OF EASEMENT, MAINTENANCE  
PROVISIONS, PROTECTIVE COVENANTS - 2

3607150132 BK1567PG0081

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 8TH STREET, SUITE D  
P.O. BOX 767  
ANACORTES, WASHINGTON 98021  
TELEPHONE (425) 232-2177  
FAX (206) 236-4306

Taggart Quarry Water Settlement Agreement, 2018  
Exhibit A  
Page 3 of 5

1  
2 11. In the event of a dispute, the non-prevailing party shall  
3 pay the prevailing parties' reasonable attorneys fees and costs,  
4 including those on appeal if applicable.

5 12. Any property owner shall have the right to enforce by  
6 proceedings at law, or in equity, any provision of this Declara-  
7 tion and the venue of any action shall be in Skagit County, Wash-  
8 ington. The failure to enforce these covenants at any one time  
9 shall not be deemed a waiver of the right to do so thereafter.

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DATE July 15, 96

Charles I. Stavig  
CHARLES I. STAVIG

DECLARATION OF EASEMENT, MAINTENANCE  
PROVISIONS, PROTECTIVE COVENANTS - 3

960715013\* BK 1567 PG 0082

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1104 5TH STREET, SUITE B  
P. O. BOX 717  
ANACORTES, WASHINGTON 98001  
Telephone (206) 225-0177  
Fax (206) 225-0000

Taggart Quarry Water Settlement Agreement, 2018  
Exhibit A  
Page 4 of 5

1  
2 STATE OF WASHINGTON )  
3 ) ss  
4 COUNTY OF SKAGIT )

5 I certify that I know or have satisfactory evidence that  
6 CHARLES I. STAVIG signed this instrument and acknowledged it to  
7 be his free and voluntary act for the uses and purposes mentioned  
8 in the instrument.

9 DATED: 7-15-96

Diane L. Sullivan  
Notary Public in and for the State of  
Washington, residing at Ingarfield  
My appointment expires: 3-2-98  
Diane L. Sullivan  
(Printed Name)

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DECLARATION OF EASEMENT, MAINTENANCE  
PROVISIONS, PROTECTIVE COVENANTS - 4

9607150132 1567PG0083

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 4TH STREET, SUITE 2  
P.O. BOX 787  
BAINBRIDGE, WASHINGTON 98001  
TELEPHONE (360) 833-8172  
FAX (360) 833-8888

## Taggart Quarry Water Settlement Agreement, 2018

## Exhibit A

Page 5 of 5

"EXHIBIT A"  
LEGAL DESCRIPTIONS

## PARCEL 1

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N, AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS: THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N, EXCEPT THE SOUTH 70.00 FEET STRIP.

## PARCEL 2

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N.

## PARCEL 3

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N, AND TOGETHER WITH THE SOUTH 70.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

## PARCEL 4

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 LYING WESTERLY OF THE CENTERLINE OF AN EXISTING GRAVEL ROADWAY BEING THAT ROADWAY AS SET FORTH IN AN EASEMENT TO EASE AND PERESA RIVERS BY INSTRUMENT RECORDED UNDER ALBERTA'S FIC NO. 816881, RECORDS OF SASKATCHEWAN COUNTY, AND EXCEPT THOSE THE ABOVE-DESCRIBED PARCELS THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 13°30' EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE THE TRUE POINT OF BEGINNING; THENCE NORTH 88°00' WEST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 332.07 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH 28°45' WEST A DISTANCE OF 20.00 FEET;

## PARCEL 5

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, T14N.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCELS:


THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 LYING WESTERLY OF THE CENTERLINE OF AN EXISTING GRAVEL ROADWAY BEING THAT ROADWAY AS SET FORTH IN AN EASEMENT TO EASE AND PERESA RIVERS BY INSTRUMENT RECORDED UNDER ALBERTA'S FIC NO. 816881, RECORDS OF SASKATCHEWAN COUNTY.

9607150134

BK1567PG0084

James Kotschauer  
PO Box 1593  
Davenport WA 98227

Taggart Quarry Water Settlement Agreement, 2018  
Exhibit B  
Page 1 of 12

  
200004180025  
Kathy Hill, Skagit County Auditor  
4/18/2000 Page 1 of 13 10:35:02AM

**SUPPLEMENTAL AGREEMENT AS TO  
WATER SYSTEM OPERATION AND MAINTENANCE  
COMMUNITY OF TAGGART QUARRY**

**THIS SUPPLEMENTAL AGREEMENT** is made this 27<sup>th</sup> day of October, 1999, by the undersigned owners of property located within the community known as Taggart Quarry, to witness the following:

WHEREAS, **HAROLD L. HARRINGTON**, an unmarried individual, and **CAROL T. GAFFNEY**, an unmarried individual, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 10, hereinafter referred to as the "**HARRINGTON/GAFFNEY TRACT 1**". The abbreviated legal description of the **HARRINGTON/GAFFNEY TRACT 1** is as follows: Section 13, Township 34 North, Range 1 E.W.M., Ptn. of NW ¼, SE ¼, SW ¼; and Ptn. SW ¼, SE ¼, SW ¼; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-009-0009; and,

WHEREAS, **RICHARD MORGAN** and **CATHERINE M. MORGAN**, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 10, hereinafter referred to as the "**MORGAN TRACT 2**". The abbreviated legal description of the **MORGAN TRACT 2** is as follows: Section 13, Township 34 North, Range 1 E.W.M., Ptn. of NE ¼, SE ¼, SW ¼; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-006-0036; and,

WHEREAS, **CARL R. CLINESMITH** AND **JUDITH A. CLINESMITH**, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", pages 10 and 11, hereinafter referred to as the "**CLINESMITH TRACT 3**". The abbreviated legal description of the **CLINESMITH TRACT 3** is as follows: Section 13,

**WATER SYSTEM AGREEMENT** - Page 1

Taggart Quarry Water Settlement Agreement, 2018  
Exhibit B  
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Township 34 North, Range 1 East W.M., Ptn. of N  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  and portion N  $\frac{1}{4}$  SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ; and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-005-0037; and,

WHEREAS, WILLIAM M. BUCHMAN and ELISABETH J. BUCHMAN, husband and wife, are the owners of that parcel of real property which is fully described in attached Exhibit "A", page 11, hereinafter referred to as the "BUCHMAN TRACT 4". The abbreviated legal description of the BUCHMAN TRACT 4 is as follows: Section 13, Township 34 North, Range 1 East W.M., Ptns. of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-008-0026; and,

WHEREAS, DANIEL E. DOWNING and ALIN G. DOWNING, husband and wife, are the owners of those parcels of real property which are fully described in attached Exhibit "A", pages 11 and 12, hereinafter referred to as "DOWNING TRACT 5 and DOWNING TRACT 6". The abbreviated legal description of DOWNING TRACT 5 is as follows: Section 13, Township 34 North, Range 1 East W.M., Ptn. SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , and Ptn. North  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , SE  $\frac{1}{4}$  and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-009-0207. The abbreviated legal description of DOWNING TRACT 6 is as follows: Section 13, Township 34 North, Range 1 East W.M., South  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SE  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , and the Skagit County Assessor's Tax Parcel Number for which is as follows: 340113-3-008-0008; and,

WHEREAS, the above-referenced tracts are subject to that certain Declaration of Easements, Protective Covenants and Road and Well Maintenance Provisions dated and recorded July 15, 1996, and recorded as Auditor's No. 9607150132, records of Skagit County, Washington; and,

WHEREAS, the named parties desire to supplement and/or amend the referenced Declaration (Auditor's No. 9607150132).

NOW, THEREFORE, for and in consideration of mutual benefits of a non-monetary nature, and in consideration of the covenants and agreements contained herein, the undersigned parties do hereby grant, convey, declare, and agree as follows:

(1) **EASEMENTS.**

(a) HAROLD L. HARRINGTON and CAROL T. GAFFNEY, as owners of the HARRINGTON/GAFFNEY TRACT 1 on which the well is situated, do hereby grant, confirm and convey to the Taggart Quarry Community Association, a Washington nonprofit corporation, hereinafter referred to as "Association", and to the owners of the above-referenced tracts as individuals and as members of the Association, the right to draw water from the existing well located in the HARRINGTON/GAFFNEY TRACT 1, the location of

WATER SYSTEM AGREEMENT - Page 2



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Kathy Hill, Skagit County Auditor  
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said well being delineated on the survey recorded on July 15, 1996, in Book 18 of Surveys, Pages 120 and 121, under Auditor's File No. 9607150009, records of Skagit County, Washington; and,

(b) HAROLD L. HARRINGTON and CAROL T. GAFFNEY, as owners of the HARRINGTON/GAFFNEY TRACT 1, and RICHARD MORGAN and CATHERINE M. MORGAN, as owners of the MORGAN TRACT 2, do hereby grant, confirm and convey to the Taggart Quarry Community Association, a Washington nonprofit corporation, hereinafter referred to as "Association", and to the owners of the above-referenced tracts as individuals and as members of the Association, an easement running to the above-referenced well site for ingress, egress, and the installation, repair, and maintenance of utilities, over, under, and across that portion of the HARRINGTON/GAFFNEY TRACT 1 and that portion of the MORGAN TRACT 2, which is depicted on the above-referenced survey (Auditor's No. 9607150009) and which is labeled therein as "30' Nonexclusive Utility Easement". This easement shall also be deemed to benefit and specifically run in favor of such public utility service providers as may be designated by the private water system to provide utility services to the water system, including Puget Sound Energy, and its successors and assigns, providing it with the right to install, lay, construct, renew, operate, and maintain conduits, cables, and wires, with the necessary facilities and the equipment for providing the water system with electrical services. The purposes of this easement shall also be deemed to include the installation of a well house, pumps, water storage reservoir, pressure tank, and anything reasonably necessary for the operation of the water system.

(2) **WATER SHARES.** The owners of the above-referenced tracts are respectively granted one (1) water share per tract in and for the use of the said well and water system, subject to the terms of this agreement, and shall be considered members of the Taggart Quarry Community Association. For voting purposes on any issue concerning the water system each water share owned shall entitle the owner of such share to one (1) vote per water share owned with voting to be conducted in the manner specified by the Article of Incorporation and Bylaws of the Association.

As used herein, the term "owners" shall be considered to mean the owner(s) in fee simple, or the purchaser(s) in a real estate contract for the purchase of, a parcel of real property described and referred to in this Agreement, whichever party has the right to possession of the property. The term "owner" does not, however, include a tenant or subtenant of any such property which is leased, but would refer to instead the lessor who is the fee simple owner or contract purchaser of the property. Further, the term "owner" does not include any mortgagee, deed of trust beneficiary, or party holding a secured interest in any such property. Water shares in the water system and membership in the Association shall be deemed appurtenant to each of the herein-referenced tracts and shall automatically pass with any transfer of ownership of any such tract.

Taggart Quarry Water Settlement Agreement, 2018  
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Each water share and membership in the water system shall represent the right to connect to and draw water from the said well and water system for the reasonable domestic purposes of, and in quantities reasonably necessary to serve, such residential dwelling(s), structures, and improvements appurtenant to such dwelling(s), which are now or may be constructed on the parcel served by such water share in compliance with applicable ordinances and regulations.

(3) **WATER SYSTEM MAINTENANCE.** The owner(s) of each water share shall share, one share per each water share owned, in the maintenance and operation costs and expenses of the well and any portion of the water system used in common, together with such other miscellaneous or general expenses and/or fees, as incurred and assessed by the Association, in accordance with its Articles of Incorporation, Bylaws, and any other rules and regulations which it may adopt.

Any person or entity whose only interest in any parcel which is part of the water system is that of a beneficiary of a deed of trust, holder of a mortgage, or real estate contract seller, shall not be responsible to share in any such costs of water system operation and maintenance until or unless such person or entity should come into the right of possession of the subject parcel.

(4) **MAINTENANCE AND REPAIR OF PIPELINES.** All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. With the exception of the main distribution line, any owner of a water share served by a separate water line, or any separate portion thereof, or separate water system equipment, such as water softeners or filters, which run to and/or serve that owner's property only, shall be solely responsible for the maintenance and repair of any such separate pipeline or equipment. It is the intention of the parties hereto to share the costs of maintenance of, and improvements to, the entire main distribution line, and only those other portions of the water system facilities and equipment which are used in common. No water pipeline shall be installed within ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

(5) **PROHIBITED PRACTICES.** None of the parties hereto will undertake any action or suffer any act or condition which could reasonably result in the contamination and/or pollution of the well and water source, as prohibited by applicable governmental agencies. Further, each of the undersigned, covenant on behalf of themselves, and on behalf of their heirs, successors, and/or assigns, that they will not construct, maintain, or suffer to be constructed or maintained, within one hundred (100) feet of the above-referenced well, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns,

Taggart Quarry Water Settlement Agreement, 2018  
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chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of commercial or bulk liquid or dry chemicals, herbicides, or insecticides, except those chemicals, herbicides, or insecticides normal to a single family residence. Further, any party bound by this agreement will conform to the locational requirements of Skagit County, Washington, with respect to sewage disposal, and the construction and maintenance of any structure or residence.

**(6) RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES.** No party who is entitled to receive water in accordance with the terms of this Agreement may convey or sell water on a temporary or permanent basis to any third party for the benefit of property not part of the water system. Further, water shall not be furnished to additional parties beyond the number of water shares contemplated by this Agreement, except in accordance with Skagit County Health Department regulations and applicable regulations of the Washington State Department of Health.

**(7) UNPAID OR DELINQUENT ASSESSMENTS.** Any sum owing to the Association by a person responsible therefor under the terms of the Articles of Incorporation, Bylaws, and other rules and regulations thereof which is not paid as required shall be deemed to be delinquent. Time shall be considered of the essence. Thereafter the sum due shall bear interest at the rate of twelve (12%) percent per annum. Upon becoming delinquent, the unpaid charges for maintenance and repairs shall constitute a lien upon the property against which the same was levied, and the person(s) responsible for collecting such sums on behalf of the Association may file in the office of the Auditor for Skagit County, Washington, a statement of charges due, which statement shall be in the form of a Notice of Claim of Lien upon the real property owned or possessed by the delinquent party. A release of said lien shall be filed by such designated person or persons upon payment in full of said amounts owing with interest and costs, disbursements, and attorneys' fees, if any, which may be incurred in the collection of the sum owing. Said lien may be enforced or foreclosed by the water system, as may any lien on real property under the law, and if the lien is foreclosed, the property owner shall be liable to pay for the costs and disbursements incurred therein, including reasonable attorneys' fees. All of such costs, disbursements, and fees shall be secured by the lien.

In the event that there are any such delinquent sums owing to the Association and the tract with respect to which the delinquent sums have arisen is transferred or sold to a new owner or purchaser, the said new owner or purchaser shall also become obligated to pay all such delinquent charges.

**(8) HOLD HARMLESS AND INDEMNITY.** The owners of each of the parcels described herein and each of the water shares, as parties hereto, each release the other, and the Association, and waive their entire right of recovery against each other from any and all liability, loss, damage or personal injury arising out of the use of consumption of water from

Taggart Quarry Water Settlement Agreement, 2018  
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the water system, and further agree to indemnify, defend and hold each other harmless from any liability, loss, damage, injury claims, suits or actions, and costs and expenses, thereof, which may be asserted against any party by any person who makes a claim because of use of the water, unless such liability, loss, damage or personal injury arises out of the willful, intentional, or grossly negligent acts of the party against whom such claim is made.

(9) **WATER SYSTEM REPRESENTATIVE.** The Association shall designate an individual to represent the water system in all matters related to compliance with federal, state, or local laws, ordinances, rules, and regulations governing the water system. Such representative must be an owner of one of the herein-referenced tracts. The representative shall serve until a successor is chosen or until the representative gives written notice to the Association of intent to resign, or until the representative no longer has an ownership interest in any tract which is subject to this Agreement, whichever occurs first.

(10) **ESTABLISHMENT OF A RESERVE FUND.** Within ten (10) days after execution of this Agreement by all parties, the owner(s) of each tract shall contribute the sum of two hundred fifty dollars, U.S. (\$250.00) per each tract owned to the Association to establish a reserve fund. The reserve fund is to pay for the cost of capital improvements and replacements as opposed to routine maintenance and repairs. Hereafter, the owner(s) of each tract shall contribute the amount of two hundred fifty dollars, U.S. (\$250.00) per each tract owned, on or before the 1<sup>st</sup> day of January of each calendar year. The amount of contribution to the reserve fund may be modified, from time to time, by a majority vote of the members of the Association, voting according to its Articles of Incorporation and Bylaws.

(11) **AMENDMENT.** This Agreement is intended to supplement the above-referenced Declaration pertaining to the Taggart Quarry Community Water Association (Auditor's No. 9607150132). To the extent any part of this Agreement is deemed to conflict with any provision in the previous Declaration (Auditor's No. 9607150132), the terms of this Agreement shall control, and, to that extent only, be deemed an amendment of the provisions of the previous Declaration (Auditor's No. 9607150132). Any other previous understandings or agreements, written or oral, concerning maintenance of the Taggart Quarry Community water system is hereby revoked. Further, this Agreement may be amended or modified only by a subsequent writing, duly executed by the owners of at least seventy-five percent (75%) of the water shares which are a part of the system, one vote per each water share owned.

(12) **GENERAL.**

(a) This Agreement shall be governed by, construed by, and interpreted in accordance with the laws of the State of Washington.

Taggart Quarry Water Settlement Agreement, 2018  
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(b) That in the event that any obligated party should default in that party's obligations under the terms of this Agreement, the water system as an organization, or any water share owner acting individually, may seek to enforce this agreement, and in such event, shall be entitled to reimbursement by the defaulting party of reasonable attorney's fees, court costs, and other actual expenses, if any, which are incurred in the enforcement of the terms and obligations of this agreement, whether or not a lawsuit may actually be brought or filed.

(c) The rights and easements and the covenants contained herein shall be binding upon the undersigned, their heirs, successors and/or assigns, as owners of the tracts referenced and described herein, and shall run to the benefit of the Association, its members, and the owners, present and future, of the herein-referenced and described tracts, and as such shall be deemed to run with the land.

IN WITNESS WHEREOF, the undersigned parties hereto have set their hands this 27<sup>th</sup> day of October, 1999.

  
HAROLD L. HARRINGTON


  
RICHARD MORGAN

  
CARL R. CLINESMITH

  
WILLIAM M. BUCHMAN

  
DANIEL E. DOWNING

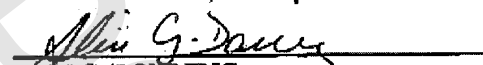
AS2-TWSA

  
CAROL T. GAFFNEY

  
CATHERINE M. MORGAN

  
JUDITH A. CLINESMITH

  
ELISABETH J. BUCHMAN

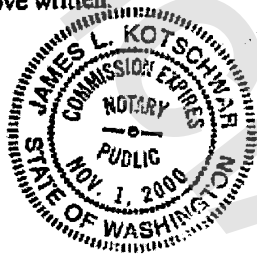
  
ALIN G. DOWNING

Taggart Quarry Water Settlement Agreement, 2018  
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STATE OF WASHINGTON )  
 ) ss.  
County of Island )

On this 10<sup>th</sup> day of SEPTEMBER A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HAROLD L. HARRINGTON and CAROL T. GAFFNEY, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

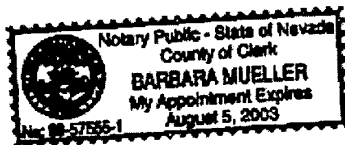


James L. Kotschwar  
JAMES L. KOTSCHWAR  
Notary Public in and for the State  
of Washington, residing at Oak Harbor.  
My commission expires: Nov. 1, 2000.

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this 27<sup>th</sup> day of October A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared RICHARD MORGAN and CATHERINE M. MORGAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Barbara Mueller  
Notary Public in and for the State  
of Nevada, residing at Nevada  
My commission expires: 8/5/2003

WATER SYSTEM AGREEMENT - Page 8



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Kathy Hill, Skagit County Auditor  
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Taggart Quarry Water Settlement Agreement, 2018  
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STATE OF WASHINGTON )  
 ) ss.  
County of ISLAND )

On this 10<sup>th</sup> day of SEPTEMBER A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CARL R. CLINESMITH and JUDITH A. CLINESMITH, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

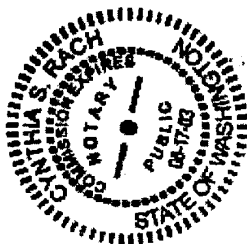


James L. Kotschman  
JAMES L. KOTSCHMAN  
Notary Public in and for the State  
of Washington, residing at Oak Harbor  
My commission expires: Nov. 1, 2000

STATE OF WASHINGTON )  
 ) ss.  
County of King )

On this 27<sup>th</sup> day of Sept. A.D. 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared WILLIAM M. BUCHMAN and ELISABETH J. BUCHMAN, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Cynthia S. Rack  
Cynthia S. Rack  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My commission expires: 8/17/03

WATER SYSTEM AGREEMENT - Page 9



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Kathy Hill, Skagit County Auditor  
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Taggart Quarry Water Settlement Agreement, 2018  
Exhibit B  
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**EXHIBIT "A"**

All situate in the County of Skagit, State of Washington:

**Harrington/Gaffney – Tract 1**

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter TOGETHER WITH the North Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1, East of Willamette Meridian. EXCEPT the South 70 feet thereof.

**Morgan – Tract 2**

The West Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, W.M.

**Cline-Smith Parcel – Tract 3**

The East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southwest Quarter of the Southeast Quarter lying Westerly of that certain roadway as set forth in easement granted to Earl B. Rogers and Teresa A. Rogers by instrument dated July 28, 1961, and recorded August 2, 1961, under Auditor's File No. 610687, records of Skagit County, Washington, as said roadway was located and established on February 6, 1967, all in Section 13, Township 34 North, Range 1 East of the Willamette Meridian, Skagit County, Washington; and

That portion of the North Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian, and that portion of the North Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, described as follows:

Commencing at the South quarter corner of said Section 13;  
thence North  $1^{\circ}59'50''$  East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South Half of the Southeast Quarter of the Southwest Quarter of Section 13, being the true point of beginning;  
thence North  $88^{\circ}09'09''$  West along the North line of said South Half of the Southeast Quarter of the Southwest Quarter, a distance of 332.07 feet to the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13;  
thence South  $2^{\circ}07'49''$  West a distance of 30.00 feet;

(Continued)

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Kathy Hill, Skagit County Auditor  
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<p>Taggart Quarry Water Settlement Agreement, 2018 Exhibit B Page 11 of 12</p>
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**(Clinesmith – Tract 3 – Continued)**

thence South 88°09'09" East parallel to the said North line of the South Half of the Southeast Quarter of the Southwest Quarter, a distance of 577.11 feet, more or less, to the Westerly line of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington;

thence North 20°47'28" West a distance of 32.76 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 13;

thence North 88°12'39" West along said North line of the South Half of the Southwest Quarter of the Southeast Quarter, a distance of 202.20 feet, more or less, to the true point of beginning.

**Buchman – Tract 4**

The South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, W.M., and together with the South 70.00 feet of the North Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13.

**Downing – Tract 5**

The North Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian; TOGETHER WITH that portion of the North Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County;

EXCEPT all that portion described as follows:

Commencing at the South Quarter corner of said Section 13;

thence North 1°59'50" East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 13, being the true point of beginning;

thence North 88°09'09" West along the North line of said South Half of the Southeast Quarter of the Southwest Quarter a distance of 332.07 feet to the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13;

thence South 2°07'49" West a distance of 30.00 feet;

thence South 88°09'09" East parallel to the said North line of the South half of the Southeast Quarter of the Southwest Quarter a distance of 577.11 feet, more or less, to the Westerly line

(Continued)

**WATER SYSTEM AGREEMENT - Page 12**

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Kathy Hill, Skagit County Auditor  
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**(Downing – Tract 5 – Continued)**

of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County; thence North  $20^{\circ}47'28''$  West a distance of 32.76 feet to the North line of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 13; thence North  $88^{\circ}12'39''$  West along said North line of the South Half of the Southwest Quarter of the Southeast Quarter, a distance of 202.20 feet, more or less, to the true point of beginning.

**Downing – Tract 6**

The South Half of the Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian; TOGETHER WITH that portion of the South Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of said Section 13 lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington.

**END OF EXHIBIT "A"**

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Lundsten  
Tract 1

When Recorded Return to:  
MARK S. LUNDSTEN  
TERU OSATO LUNDSTEN  
1939 8th Avenue W  
Seattle WA 98119

200503070460  
Skagit County Auditor  
3/7/2005 Page 1 of 2 3:30PM

Chicago Title Company - Island Division  
Order No: AE10583 JAC IC34145

## STATUTORY WARRANTY DEED

THE GRANTOR HAROLD L. HARRINGTON and CAROL T. HARRINGTON, who acquired title as CAROL T. GAFFNEY, husband and wife

for and in consideration of Three Hundred Forty-Nine Thousand and 00/100... (\$349,000.00) DOLLARS

in hand paid, conveys and warrants to

MARK S. LUNDSTEN and TERU OSATO LUNDSTEN, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

All that portion of the South 660 feet of the following described property:

The Northwest Quarter of the Southwest Quarter of the Southwest Quarter, TOGETHER WITH the North Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT the South 70 feet thereof.

Situated in Skagit County, Washington.

#1045  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Tax Account No. P19143 40113-1-009-0009

MAR 07 2005

Subject to: Restrictions, reservations and easements of record.

Amount Paid \$ 6,213.70  
By Skagit Co. Treasurer  
Deputy

Dated: March 2, 2005

*Harold L. Harrington* 3/4/05  
HAROLD L. HARRINGTON Date

*Carol T. Harrington* 3/4/05  
CAROL T. HARRINGTON Date

UPB No. 10

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Lundsten  
Tract 1

STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that HAROLD L. HARRINGTON and CAROL T. HARRINGTON the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: 3-4-05

*Carol T. Harrington*  
Notary Public in and for the State of Washington  
Residing at: 1000 1st St SE  
My appointment expires: 3-14-05



LPS No. 10

200503070160  
Skagit County Auditor  
3/7/2006 Page 2 of 2 3:30 PM

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Lundsten  
Tract 1

AFTER RECORDING MAIL TO  
Northwest Datum & Design, Inc.  
1128 East Fairhaven Avenue  
Burlington, Washington 98233

200801310139  
Skagit County Auditor  
1/31/2008 Page 1 of 2 3:24PM

Tax Account No.: 340113-3-006-0026

## QUIT CLAIM DEED

The GRANTOR, William M. Buchman and Elisabeth J. Buchman, for and in consideration of Boundary Line Adjustment, Conveys and quit claims to Mark S. Lundsten and Teru Olesio Lundsten, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor(s) therein:

A portion of the South 70 feet of the North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, Willamette Meridian, described as follows:

Beginning at the point on a line which lies 70 feet North and parallel to the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section, and which bears 170.78 feet West along said parallel line from the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence S83°45'42"W to the Northwest corner of the South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said section; thence N02°34'43"E along the West line of Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section to a point which lies on the aforesaid parallel line, thence S88°11'50"E along said parallel line, to the point of beginning

Situated in Skagit County, Washington.

Name William M. Buchman Date 6/11/07  
Name Elisabeth J. Buchman Date 6/11/07  
State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that William M. Buchman and Elisabeth J. Buchman is the person(s) who appeared before me, and said person(s) acknowledged that he/she signs this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated June 14, 2007

Notary Public in and for the State of Washington  
Residing at Ken  
My appointment expires: Apr 20, 2011



The above described property will be combined or aggregated with contiguous property owned by the grantee and described on "Exhibit A" attached hereto. This boundary line adjustment is hereby approved.

Skagit County Official Mark S. Lundsten Dated 11/7/2008

## Taggart Quarry Water Settlement Agreement, 2018

Tex Account No.: 340113-3-008-0026

## QUIT CLAIM DEED

Exhibit C  
Lundsten  
Tract 1

The GRANTOR, William M. Buchman and Elisabeth J. Buchman, for and in consideration of Boundary Line Adjustment, Conveys and quit claims to Mark S. Lundsten and Teru Osato Lundsten, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor(s) therein.

A portion of the South 70 feet of the North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East, Willamette Meridian, described as follows;

Beginning at the point on a line which lies 70 feet North and parallel to the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section, and which bears 170.76 feet Westerly along said parallel line from the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence S83°45'42"W to the Northwest corner of the South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said section; thence N02°34'43"E along the West line of Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section to a point which lies on the aforesaid parallel line, thence S88°11'50"E along said parallel line, to the point of beginning

Situated in Skagit County, Washington.

William M. Buchman  
Name

6/11/07  
Date

Elisabeth J. Buchman  
Name

6/11/07  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that William M. Buchman and Elisabeth J. Buchman is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated June 11<sup>th</sup> 2007  
[Signature]  
Notary Public in and for the State of Washington  
Residing at King County  
My appointment expires: April 20, 2011



The above described property will be combined or aggregated with contiguous property owned by the grantee and described on "Exhibit A" attached hereto. This boundary line adjustment is hereby approved.

\_\_\_\_\_  
Skagit County Official

\_\_\_\_\_  
Dated



## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Tanaka  
Tract 2

When Recorded Return to:  
GENE TANAKA  
CHERYL L. TANAKA  
15005 28th Dr. SE  
Mill Creek WA 98012

200005120094  
Kathy Hill, Skagit County Auditor  
6/12/2000 Page 1 of 1 3:43:05PM

Island Title Company  
Order No: AE7035 JAC

Al 9611

## STATUTORY WARRANTY DEED

THE GRANTOR CATHERINE M. MORGAN, who acquired title as Catherine M. Eerkes, and RICHARD G. MORGAN, wife and husband

for and in consideration of One Hundred Sixty-Five Thousand and 00/100.. (\$165,000.00) DOLLARS

in hand paid, conveys and warrants to

GENE TANAKA and CHERYL L. TANAKA, husband and wife

the following described real estate, situated in the County of Skagit, State of Washington:

The West Half of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 13, Township 34 North, Range 1 East of the Willamette Meridian;

Situate in Skagit County, Washington.

Tax Account No. : 340113-1-006-0030 R19339

Subject to: Restrictions, reservations and easements of record.

Dated: May 2, 2000

Catherine M. Morgan 5/2/00  
CATHERINE M. MORGAN Date

Richard G. Morgan 5/5/00  
RICHARD G. MORGAN Date

STATE OF NEVADA  
COUNTY OF Clark

I certify that I know or have satisfactory evidence that CATHERINE M. MORGAN and RICHARD G. MORGAN (the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: May 5, 2000

Sally Moredich  
Notary Public for the State of Nevada  
Residing at 15005 28th Dr. SE  
My appointment expires: 03-06-03

SALLY MOREDICH  
Notary Public, State of Nevada  
Appointment No. 98-35735-1, Clark County  
My Appointment Expires March 6, 2003

LSB No. 10

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Johnson  
Tract 3

When recorded return to:  
Lisa M. Johnson  
14715 Taggart Quarry Road  
Alderbrook, WA 98221

Recorded at the request of  
Guardian Northwest Title  
File Number: A1111622

201606220029  
Skagit County Auditor 377.00  
8/22/2016 Page 1 of 6 10 46AM

## Statutory Warranty Deed

GUARDIAN NORTHWEST TITLE CO.

THE GRANTORS Carl R. Clinesmith and Judith A. Clinesmith, husband and wife, as joint tenants for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, convey and warrant to Lisa M. Johnson, an unmarried person the following described real estate, situated in the County of Skagit, State of Washington:

Abbreviated Legal:

Section 13, Township 34 North, Range 1 East, Pta. S 1/2

For Full Legal See Attached Exhibit "A"

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto.

Tax Parcel Number(s): P19338, 340113-3-005-0837, P19346, 340113-3-084-0101

Dated 8/17/2016

Carl R. Clinesmith  
Carl R. Clinesmith

Judith A. Clinesmith  
Judith A. Clinesmith

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20162558  
JUN 23 2016

STATE OF Washington  
COUNTY OF Skagit SS:

Amount Paid \$ 11,130.00  
Skagit Co. Treasurer  
By 11B Deputy

I certify that I know or have satisfactory evidence that Carl R. Clinesmith and Judith A. Clinesmith, the persons who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 6-21-16



Vicki L. Hoffman  
Printed Name: Vicki L. Hoffman  
Notary Public in and for the State of Washington  
Residing at Coupeville, WA  
My appointment expires: 10/08/2017

1 PM 10/24/16  
Page 1 of 2

## Taggart Quarry Water Settlement Agreement, 2018

## EXHIBIT A

Exhibit C  
Johnson  
Tract 3

## PARCEL "A":

The East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 lying Westerly of that certain roadway as set forth in easement granted to Earl R. Rogers and Teresa A. Rogers, by instrument dated July 28, 1961, and recorded August 2, 1961, under Auditor's File No. 610687, records of Skagit County, Washington, as said roadway was located and established on February 6, 1967, all in Section 13, Township 34 North, Range 1 East, W.M., Skagit County, Washington.

## PARCEL "B":

That portion of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 13, Township 34 North, Range 1 East, W.M., and that portion of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 13, lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, described as follows:

Commencing at the South 1/4 corner of said Section 13; thence North 1 degree 59' 50" East along the North-South centerline of said Section 13, a distance of 660.99 feet to the Northeast corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 13, being the true point of beginning; thence North 88 degrees 09' 09" West along the North line of said South 1/2 of the Southeast 1/4 of the Southwest 1/4, a distance of 332.07 feet to the Southwest corner of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 13; thence South 2 degrees 07' 49" West, a distance of 30.00 feet; thence South 88 degrees 09' 09" East parallel to the said North line of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, a distance of 577.11 feet, more or less, to the Westerly line of an existing gravel road being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington; thence North 20 degrees 47' 28" West, a distance of 32.76 feet to the North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 88 degrees 12' 39" West along said North line of the South 1/2 of the Southwest 1/4 of the Southeast 1/4, a distance of 282.20 feet, more or less, to the true point of beginning.

## PARCEL "C":

A non-exclusive easement for ingress, egress and utilities as conveyed on August 14, 2006 under Auditor's File No. 2006081140166, records of Skagit County, Washington.

## Taggart Quarry Water Settlement Agreement, 2018

**EXHIBIT B****EXCEPTIONS:****A. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:**

Exhibit C  
Johnson  
Tract 3

Executed By: Fred Hennicksen, Sr.  
Recorded: December 15, 1969  
Auditor's No. 734010  
As Follows:

"In extracting any of the subject property herein conveyed, the owner thereof shall pay reasonable damages to the surface owner, for damages to buildings, structures, and other appurtenances on the surface of said real property resulting directly from such extraction."

(Affects the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 34 North, Range 1 East, W.M.)

**B. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: Gary F. Wheatley and Maureen F. Wheatley, husband and wife  
Dated: April 25, 1970  
Recorded: April 27, 1970  
Auditor's No. 738346 and 738345  
Purpose: Ingress and egress  
Area Affected: Existing roadway over premises

**C. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: Thomas Kenny Woodka and Marcia Ellen Woodka, husband and wife  
Dated: April 16, 1970  
Recorded: April 29, 1970  
Auditor's No. 738069  
Purpose: Ingress, egress and utilities  
Area Affected: Existing roadway over premises

D. Any question which may arise regarding "notice" filed under Auditor's File No. 8108870007, records of Skagit County, Washington.

**E. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: Milton A. Strickler and Eunice W. Strickler, husband and wife  
Dated: May 12, 1969  
Recorded: May 27, 1969  
Auditor's No. 727037, Volume 31, Page 614  
Purpose: Roadway and utility  
Area Affected: The exact location of said roadway is not disclosed on the record

F. Possible rights of third parties to use existing roads as disclosed by map recorded under Auditor's File No. 8305200091 and by various affidavits filed of record.

G. Any questions or matters that may arise by reason of letter filed under Auditor's File Nos. 9008240044 and 9001080092, records of Skagit County, Washington.

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Johnson  
Tract 3

H. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: Karl C. Krieg and Esther Krieg, husband and wife  
Recorded: April 28, 1970  
Auditor's No.: 738070  
As Follows: Reserving a 30 foot strip of land; a 30 foot gravel road and 1/2 of the mineral rights.

I. The effect, if any, of an Affidavit of record regarding an access roadway on, over and across said land herein, as set forth in an instrument recorded August 21, 1981, under Auditor's File No. 8108210043, and thereafter an amendment to said affidavit recorded August 21, 1981, under Auditor's File No. 8108210045.

J. EASEMENTS, INCLUDING TERMS AND PROVISIONS THEREOF:

Grantee: Milton A. Stricker and Eunice W. Stricker, husband and wife, et al  
Dated: May 22, 1985  
Recorded: May 23, 1985  
Auditor's No.: 8505230003  
Purpose: Roadway and utility  
Area Affected: The exact location of said roadway is not disclosed on the record

K. RESERVATIONS, PROVISIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:

Executed By: Carl C. Krieg and Esther Krieg, husband and wife  
Recorded: March 19, 1970  
Auditor's No.: 737100, Volume 44, Page 69  
As Follows: Reserving a non-exclusive right to the use of all roads for ingress, egress and utilities

L. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded January 31, 1995, under Auditor's File No. 9501310002.

M. PROTECTIVE COVENANTS, EASEMENTS AND/OR ASSESSMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN:

Dated: July 15, 1996  
Recorded: July 15, 1996  
Auditor's No.: 9607150132  
Executed By: Charles I. Stavig

N. TERMS AND CONDITIONS OF JOINT USE AND MAINTENANCE AGREEMENT:

Recorded: April 18, 2000  
Auditor's No.: 200004180025

O. DECLARATION OF EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Recorded: June 5, 2003  
Auditor's No.: 200306050024  
Purpose: Ingress, egress and the installation, maintenance, repair and/or replacement of utilities  
Area Affected: A portion of adjacent "Dowling" Parcel

Said document contains provisions which amend documents recorded under Skagit County Auditor's File Nos. 9607150009 and 9607150132.

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Johnson  
Tract 3

## P. TERMS AND PROVISIONS OF EMERGENCY VEHICLE TURNAROUND EXHIBIT.

Recorded: July 9, 2003  
Auditor's No.: 200307090051

Q. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY.

Name: Survey  
Recorded: March 24, 2003  
Auditor's No.: 200303240328

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Buchman  
Tract 4

## FILED FOR RECORD AT REQUEST OF

ISLAND TITLE COMPANY  
P. O. BOX 1228  
ANACORTES, WA 98221  
Order No. SA-15851

## AFTER RECORDING MAIL TO:

ISLAND TITLE COMPANY  
P. O. BOX 1228  
ANACORTES, WA 98221

Escrow No. **AX-3529D**

3-667-00; 3-668-00

THIS SPACE PROVIDES FOR REQUESTOR'S USE:  
SKAGIT COUNTY

96 OCT 25 P3:51

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUESTOR \_\_\_\_\_

9610250075

## STATUTORY WARRANTY DEED

THE GRANTOR CHARLES I. STAVIG, a single man

for and in consideration of ONE HUNDRED FORTY FIVE THOUSAND AND NO/100 DOLLARS (\$ 145,000.00)  
in hand paid, conveys and warrants to WILLIAM M. BUCHMAN and ELISABETH J. BUCHMAN, husband and  
wife

the following described real estate, situated in the County of Skagit, State of Washington:

The South Half of the Southwest Quarter of the Southeast Quarter of the  
Southwest Quarter and the South 70 feet of the North Half of the  
Southwest Quarter of the Southeast Quarter of the Southwest Quarter of  
Section 13, Township 34 North, Range 1 East of the Willamette Meridian.

Situate in Skagit County, Washington.

SUBJECT TO: Instructions, reservations and easements of record.

DATED: October 15, 1996

CHARLES I. STAVIG

153-88  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

OCT 25 1996

Amount Paid \$ 2218.50  
Skagit Co. Treasurer  
by \_\_\_\_\_ Deputy

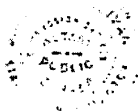
STATE OF WASHINGTON

ss.

COUNTY OF Skagit

On this day personally appeared before me CHARLES I. STAVIG to me known to be the  
individual(s) described in and 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. 9610250075

GIVEN under my hand and official seal this 24 day of October, 1996.



Diane L. Sullivan  
Notary Public in and for the State of Washington, residing at  
Diane L. Sullivan, Anacortes

My appointment expires: 3-3-98

BK1597PG0462

## Taggart Quarry Water Settlement Agreement, 2018

AFTER RECORDING MAIL TO:  
Northwest Datum & Design, Inc.  
1128 East Fairhaven Avenue  
Burlington, Washington 98233



200801310140  
Skagit County Auditor

1/31/2008 Page 1 of 2 3:24PM

Exhibit C  
Buchman  
Tract 4

Tax Account No : 340113-3-009-0009

## QUIT CLAIM DEED

The GRANTOR, Mark S. Lundsten and Teru Osato Lundsten, for and in consideration of Boundary Line Adjustment, Conveys and quit claims to William M. Buchman and Elisabeth J. Buchman, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor(s) therein:

A portion of the North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13, Township 34 North, Range 1 East, Willamette Meridian, described as follows:

Beginning at the point on a line which lies 70 feet North and parallel to the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section, and which bears 170.76 feet Westerly along said parallel line from the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence N42°10'24"E to a point on the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said section, which lies 202.77 feet Northerly from the aforesaid parallel line; thence S02°15'48"W along said Easterly line, 202.77' to a point which lies 70 feet Northerly of the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence N88°11'50"W along said parallel line, to the point of beginning

Situated in Skagit County, Washington.

Mark S. Lundsten  
Name

May 31, 2007  
Date

Teru Osato Lundsten  
Name

May 31, 2007  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Mark S. Lundsten and Teru Osato Lundsten is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned in this instrument.

SKAGIT COUNTY - WASHINGTON 318  
Real Estate Excise Tax

Dated: \_\_\_\_\_

JAN 31 2008

Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

The above described property will be combined or aggregated with contiguous property owned by the grantee and described on "Exhibit A" attached hereto. This boundary line adjustment is hereby approved.

Grant Buchman  
Skagit County Official

11/7/2008  
Dated

## Taggart Quarry Water Settlement Agreement, 2018

Tax Account No.: 340113-3-009-0009

## QUIT CLAIM DEED

The GRANTOR, Mark S. Lundsten and Teru Osato Lundsten, for and in consideration of Boundary Line Adjustment, Conveys and quit claims to **William M. Buchman and Elisabeth J. Buchman**, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor(s) therein:

A portion of the North half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section 13, Township 34 North, Range 1 East, Willamette Meridian, described as follows:

Exhibit C  
Buchman  
Tract 4

Beginning at the point on a line which lies 70 feet North and parallel to the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section, and which bears 170.76 feet Westerly along said parallel line from the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence N42°10'24"E to a point on the East line of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said section, which lies 202.77 feet Northerly from the aforesaid parallel line; thence S02°15'48"W along said Easterly line, 202.77 to a point which lies 70 feet Northerly of the North line of South Half of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of said Section; thence N88°11'50"W along said parallel line, to the point of beginning

Situated in Skagit County, Washington.

Mark S. Lundsten  
Name

May 31, 2007  
Date

Teru Osato Lundsten  
Name

May 31, 2007  
Date

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Mark S. Lundsten and Teru Osato Lundsten is the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated 5/31/2007

Notary Public  
Notary Public in and for the State of Washington  
Residing at 1000 1st St  
My appointment expires: 2/15/2011



The above described property will be combined or aggregated with contiguous property owned by the grantee and described on "Exhibit A" attached hereto. This boundary line adjustment is hereby approved.

Skagit County Official

Dated



200801310120  
Skagit County Auditor

1/31/2008 Page 2 of 2 3:24PM

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Vyhmeister LLC  
Tract 5 and 6

When Recorded Please Return To:  
LAWRENCE A. PIRKLE  
PO Box 1788  
Mount Vernon, WA 98273  
(360) 336-6587

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 22 2018

Amount Paid \$11,415.00  
By *ML* Skagit Co Treasurer Deputy



201802220009  
Skagit County Auditor \$80.00  
2/22/2018 Page 1 of 7 9:12AM

## STATUTORY WARRANTY DEED

THE GRANTOR, DANIEL EDWARD DOWNING and ALIN G. DOWNING, husband and wife, for and in consideration of Ten Dollars and other valuable consideration, in hand paid, conveys and warrants to GRANTEE, VYHMEISTER PROPERTIES, LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor therein.


Assessor's Parcel No: ~~P19344~~ 340113-3-009-0207 ~~P19353~~ 340113-4-008-0008

Ptn SE 1/4 of SW 1/4 & SW 1/4 of SE 1/4, 13-34-1 E W.M. Legal description more fully described on Exhibit "A" and incorporated herein by this reference.

Situate in Skagit County, Washington.

TOGETHER WITH AND SUBJECT TO: All covenants, conditions, restrictions, reservations and easements of record, if any and the Exceptions set forth on Exhibit B-1.

Dated the 14<sup>th</sup> day of February, 2018.

  
DANIEL EDWARD DOWNING

  
ALIN G. DOWNING

## Taggart Quarry Water Settlement Agreement, 2018

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that DANIEL EDWARD DOWNING and ALIN G. DOWNING are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 14<sup>th</sup> day of February, 2018.

Exhibit C  
Vyhmeister LLC  
Tract 5 and 6



*[Signature]*  
LAWRENCE A. PIRKLE  
Notary Public in and for the  
State of Washington  
Residing at Mount Vernon  
My Commission Expires: 5/7/19

## Taggart Quarry Water Settlement Agreement, 2018

Schedule "A-1"

01-165869-0

DESCRIPTION:PARCEL "A":

The North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 34 North, Range 1 East, W.M.

TOGETHER WITH that portion of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13, lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington.

EXCEPT all that portion described as follows:

Beginning at the South  $\frac{1}{4}$  corner of said Section 13;  
 thence North  $1^{\circ}59'50''$  East along the North-South centerline of said Section 13, a distance of 660.90 feet to the Northeast corner of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 13, being the true point of beginning;  
 thence North  $88^{\circ}09'09''$  West along the North line of said South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  a distance of 332.07 feet to the Southwest corner of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 13;  
 thence South  $2^{\circ}07'49''$  West a distance of 30.00 feet;  
 thence South  $88^{\circ}09'09''$  East parallel to the said North line of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  a distance of 577.11 feet, more or less, to the Westerly line of an existing gravel road, being that roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County;  
 thence North  $20^{\circ}47'28''$  West a distance of 32.76 feet to the North line of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13;  
 thence North  $88^{\circ}12'39''$  West along said North line of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , a distance of 202.20 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 34 North, Range 1 East, W.M.

TOGETHER WITH that portion of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 13, lying Westerly of an existing gravel roadway as set forth in an easement to Earl and Teresa Rodgers by instrument recorded under Auditor's File No. 610687, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Exhibit C  
 Vyhmeister LLC  
 Tract 5 and 6

## Taggart Quarry Water Settlement Agreement, 2018

Exhibit C  
Vyhmeister LLC  
Tract 5 and 6

## Schedule "B-1"

01-165869-0

## EXCEPTIONS:

## A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Earl B. Rodgers and Teresa Rodgers  
Purpose: Ingress and egress  
Area Affected: Refer to instrument for full particulars  
Dated: July 28, 1961  
Recorded: August 2, 1961  
Auditor's No.: 610687

## B. RESERVATIONS CONTAINED IN DEED:

Executed By: Fred Hendricksen, Sr.  
Recorded: December 15, 1969  
Auditor's No.: 734010  
As Follows:

"...In extracting any of the subject property herein conveyed, the owner thereof shall pay reasonable damages to the surface owner for damages to buildings, structures, and other appurtenances on the surface of said real property resulting directly from such extraction."

## C. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded: May 20, 1983  
Auditor's No.: 8305200003

## D. TERMS AND CONDITIONS OF THAT INSTRUMENT:

Recorded: January 8, 1990  
Auditor's No.: 9001080092

## E. TERMS AND CONDITIONS OF THAT INSTRUMENT:

Recorded: August 24, 1990  
Auditor's No.: 9008240044

## F. RESERVATIONS CONTAINED IN DEED:

Executed By: Charles I. Stavig  
Recorded: January 31, 1995  
Auditor's No.: 9501310001  
As Follows:

The above described property will be combined or aggregated with contiguous property owned by the purchaser. This boundary adjustment is not for the purpose of creating an additional building lot.

## G. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded: July 15, 1996  
Auditor's No.: 9607150009

-continued-

## Taggart Quarry Water Settlement Agreement, 2018

## Schedule "B-1"

01-165869-0

## EXCEPTIONS CONTINUED:

## H. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN SAID PLAT AND IN DECLARATION OF PROTECTIVE RESTRICTIONS, AS HERETO ATTACHED:

Declaration Dated: July 15, 1996  
 Recorded: July 15, 1996  
 Auditor's No.: 9607150132  
 Executed By: Charles I. Stavig

NOTE: Affect of documents recorded on May 3, 1999 and January 7, 2004, under Auditor's File Nos. 9905030127 and 200401070082, respectively.

NOTE: Modified by instruments recorded on April 18, 2000 and June 5, 2003, under Auditor's File Nos. 200004180025 and 200306050024, respectively.

## I. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Daniel Edward Downing and Alin G. Downing, husband and wife, Carl R. Clinesmith and Judith A. Clinesmith, husband and wife, Gene Tanaka and Cheryl L. Tanaka, husband and wife, Harold L. Harrington and Carol T. Harrington, husband and wife, William M. Buchman and Elisabeth J. Buchman, husband and wife and Puget Sound Energy, GTE Northwest, , any natural gas company, any television cable company, and any water service provider, and their respective successors and assigns

Purpose: Ingress, egress, and the installation, maintenance, repair, and/or replacement of utilities

Area Affected: Beginning at the Northwest corner of the Downing Parcel No. 5, which point is also the Southwest corner of the Tanaka Parcel; thence South 02°15'47" West, along the West line of the Downing Parcel No. 5, a distance of 40 feet; thence South 88°09'09" East, parallel with the South line of the Tanaka Parcel, a distance of 181.73 feet; thence North 02°15'47" East, parallel with the West line of the Downing Parcel No. 5, a distance of 10 feet; thence South 88°09'09" East, parallel with the South line of the Tanaka Parcel, a distance of 150.36 feet; thence North 02°07'49" East, a distance of 30 feet to the Southeast corner of the Tanaka Parcel; thence North 88°09'09" West, along the South line of the Tanaka Parcel, a distance of 332.07 feet, to the Southwest corner of the Tanaka Parcel, being the point of beginning.

Dated: June 2, 2003  
 Recorded: June 5, 2003  
 Auditor's No.: 200306050024

NOTE: Modified by instrument recorded on December 9, 2003, under Auditor's File No. 200312090106.

-continued-

Exhibit C  
 Vyhmeister LLC  
 Tract 5 and 6

## Taggart Quarry Water Settlement Agreement, 2018

## Schedule "B-1"

01-165869-0

## EXCEPTIONS CONTINUED:

## J. EMERGENCY VEHICLE TURNAROUND EXHIBIT AND THE TERMS AND CONDITIONS THEREOF:

Between: Carl R. Clinesmith and Judith A. Clinesmith  
And: Carl R. Clinesmith and Judith A. Clinesmith  
Recorded: July 9, 2003  
Auditor's No.: 200307090051

## K. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Azimuth Northwest, Inc.  
Recorded: March 24, 2003  
Auditor's File No.: 200303240328  
(Affects portion of subject property and includes other property)

## L. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Daniel Downing & Elin Downing,  
husband and wife  
Purpose: Ingress, egress and utilities  
Area Affected: Portion of tax parcel number P19352, portion  
of Taggart Quarry  
Dated: August 2, 2006  
Recorded: August 14, 2006  
Auditor's No.: 200608140167

## M. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Skagit Surveyors & Engineers  
Recorded: August 15, 2006  
Auditor's File No.: 200608150166  
Affects: Portion of subject property and other lands

## N. MATTERS DISCLOSED BY RECORD OF SURVEY:

Prepared By: Herrigstad Engineering & Surveying  
Recorded: April 5, 2016  
Auditor's File No.: 201604050054  
Affects: Portion of subject property and other lands

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Vyhmeister LLC  
Tract 5 and 6

## Taggart Quarry Water Settlement Agreement, 2018

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