



**201902220082**

02/22/2019 01:46 PM Pages: 1 of 8 Fees: \$106.00  
Skagit County Auditor

When recorded return to:

Craig Sjostrom  
1204 Cleveland Ave.  
Mount Vernon, Washington 98273

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***Reaffirmation Agreement***

**Grantor:** Leif Erikson Recreation Ass'n

**Grantee:** Johanne Brautaset

**Legal Description:** ptn SW ¼ SE ¼ 24-33N-4EWM

**Assessor's Property Tax Parcel or Account No.:** P105086

**Reference Nos of Documents Assigned or Released:** N/A

## ***REAFFIRMATION AGREEMENT***

THIS AGREEMENT is made by and between THE LEIF ERIKSON RECREATION ASSOCIATION, Inc. a Washington corporation ("LERA") and JOHANNE BRAUTASET, an unmarried person ("Brautaset").

### ***Recitals***

- a. In 1994, LERA and Brautaset (along with her late husband Jens Brautaset) entered into a purchase and sale agreement, under which LERA would acquire certain property from Brautaset, via a boundary line adjustment, for purposes of the construction of a water supply system serving Norway Park, a residential community managed by LERA.
- b. In furtherance of this agreement, a deed was executed on May 27<sup>th</sup>, 1994, and which was recorded under Skagit County Auditor's File No. 9406030063.
- c. The purchase agreement for the subject transaction included an addendum, a copy of which is attached hereto and incorporated by reference. Among other things, the addendum provided that Brautaset would be afforded a connection to LERA's water system and would also have the right for several additional connections under given terms and conditions.
- d. For reasons that are unknown to the parties, the addendum was not signed by all of the parties (or, if it was, the original and any fully-signed copies have gone missing). The only copy possessed by the parties is the attached, which was only signed by Johanne Brautaset.
- e. Jens Brautaset has since died. Johanne Brautaset succeeded to his interest in the subject property and the purchase agreement.
- f. The parties wish to reaffirm that the original 1994 agreement is still in force, and execute this instrument to that end.

**Agreement**

Now, therefore, in consideration of the original agreement to sell the subject property, the sufficiency of which is acknowledged by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. The addendum to the purchase agreement, attached hereto, is acknowledged and affirmed by the parties to continue to be in full force and effect, provided that any terms and conditions thereof that have been performed, or which have expired per the terms thereof, are deemed to have been satisfied and are no longer a part thereof.
2. This Agreement, and all of the provisions hereof, shall be construed as covenants running with the subject property, and shall be binding on the parties hereto and their respective heirs, successors and assigns.

WITNESS the hands of the parties:

LEIF ERIKSON RECREATION ASSOCIATION, Inc.

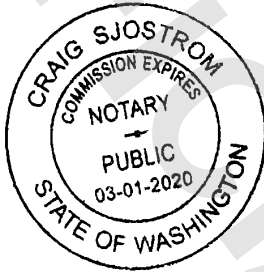
By:   
JAMES SKETCHLEY, President

  
JOHANNE BRAUTASET

STATE OF WASHINGTON )  
 ) :ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that James Sketchley, in his capacity as the President of Leif Erikson Recreation Association, Inc., the corporation that executed the within and foregoing instrument, signed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of Feb, 2019.



*[Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at

mt. Vernon

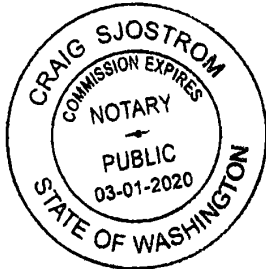
My commission expires: 3/1/20

Name: Craig Sjostrom

STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Johanne Brautaset, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of Feb, 2019.



*[Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at

mt. Vernon

My commission expires: 3/1/20

Name: Craig Sjostrom

**ADDENDUM A  
TO  
PURCHASE AND SALE AGREEMENT**

**BUYER:** LEIF ERIKSON RECREATION ASSOCIATION, INC., a Washington corporation ("LERA")

**SELLER:** JENS BRAUTASET AND JOHANNE BRAUTASET, husband and wife ("Brautaset")

1. Description of Property and Survey. The Property which is the subject of this Agreement is described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 24, Township 33 North, Range 4 East, Willamette Meridian in Skagit County, Washington, described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Southeast Quarter, thence S 00°39'02" W, along the east line thereof as shown on Record of Survey filed in Volume 13 of Surveys on Page 43, records of said county, a distance of 450.00 feet;  
Thence N 30°42'29" W, 320.00 feet;  
Thence N 44°55'20" W, 144.69 feet;  
Thence N 00°33'45" E, 75.00 feet to a point on the north line of said subdivision, 270.00 feet from the Point of Beginning;  
Thence S 89°26'15" E, 270.00 feet to the Point of Beginning.

2. Easements for Underground Utility Service. At Closing, or after Closing, as requested by Brautaset, LERA agrees to execute and deliver to Puget Power & Light Company, GTE, and Northland Cable Television two (2) common easements not greater than ten (10) feet in width for the installation and maintenance of underground electric utility, cable TV, and phone lines (a) running along an existing road over Lot 157 on LERA's Property from the westerly boundary of the Property of LERA (the easterly boundary of Brautaset's Property) to an existing electric transformer located on LERA's Property; and (b) running from the southerly boundary of LERA's Property across the easterly side of Lot 164 of LERA's Property to a second electric transformer located on LERA's Property.

3. Water Service Connection.

a. At Closing, LERA shall grant to Brautaset one (1) residential water service connection (the "Connection") to the water system to be constructed by LERA on the Property (the "Water System"). For purposes of this Agreement, the Connection shall be equivalent to the rights of a single residential lot connection to the Water System within LERA's Property (Norway Park). The Connection shall employ a standard 3/4" water service line, and water shall be delivered through such line at a water pressure not greater than the existing hydraulic gradient available to users of the Water System within Norway Park. Brautaset will boost pressure

as required for his use. Brautaset's rights to water service through the Connection shall be subject to any water conservation requirements which may hereafter be imposed upon the Norway Park Water System. Brautaset agrees to pay to LERA the sum of \$4,900 for the Connection; this amount shall be deducted from the purchase price for the Property payable at Closing. LERA shall, at its sole cost and expense, construct and install a water line running from the water tank to be installed on the Property as part of the Water System (the "Water Tank") to the easterly boundary of Brautaset's Property. LERA shall also install at its sole cost and expense a meter on the water line serving Brautaset's Property. So long as Brautaset uses the water line, Brautaset will pay to LERA for water use the greater of (i) the current water rates established by the Skagit County PUD at the Big Lake Water District, which rate Brautaset acknowledges may be different than the rate charged by LERA to the other regular residential users located within LERA's Property; or (ii) the rate charged by LERA to its regular residential users with LERA's Property. Billable water service to Brautaset's Property shall begin upon completion of the improvements to the LERA Water System on the Property.

b. Brautaset shall have the additional right to hook up six (6) additional residential water service connections to the Water System, each connection being conditioned upon payment by Brautaset to LERA of an amount equal to: (i) \$4,900 per connection, together with interest thereon at the rate of six percent (6%) per annum from the date of this Agreement to the date the connection is hooked up to the Water System; plus (ii) the cost of any necessary upsizing of the existing water meter necessitated by the connection; plus (iii) a proportionate share (based upon the number of existing residential connections within the LERA System) of any future capital improvements made to the LERA System which are not anticipated at this time. This includes only those improvements which equally affect all users such as water treatment or source improvements. This would not include capital improvements to the distribution system or pipeline maintenance. Water usage for each additional connection shall be paid for as described in (a) above.

c. The extensions of future water connections to Brautaset's Property described in (b) above are conditioned upon all necessary regulatory approval, including but not limited to the approval by the State of Washington of the release of the necessary volume of water to be used by the LERA water system.

4. Logging. Brautaset shall have the right to harvest timber and remove and relocate existing fencing from the Property for a period of twelve (12) months following Closing. Brautaset shall coordinate with LERA in conducting this permitted activity and shall not interfere with LERA's activity in construction of the Water System.

5. Water Tank. LERA agrees to use its best efforts to construct and install a water tank on the Property which, in terms of size, shape and color, minimizes the impact on the surrounding

property. The tank overflow in no event shall exceed an elevation of 652 feet (vertical datum NGVD 29), minimizing the roof structure to the extent practical. The intent, if possible, is to keep the structure height in the range of 20 feet or less. LERA further agrees to use the Property only for the construction, maintenance and operation of the Water System, including the Water Tank and appurtenant electrical switching, metering, and other equipment necessary for the operation of the Water System. LERA has obtained from Skagit County a special use permit for the operation of the Water System on the Property, and agrees to use the Property as "common area", subject to the terms, conditions, and restrictions of the special use permit. LERA agrees not to use the Property for residential or commercial purposes.

6. Stormwater Runoff. LERA shall indemnify and hold Brautaset harmless from any expense or damage incurred with respect to LERA's Property as a result of any increase in natural storm water runoff from Brautaset's Property to LERA's Property in connection with the construction and installation of the Water System. Brautaset agrees to control and maintain increased runoff from any future development of Brautaset's Property in accordance with Skagit County development standards.

7. Lot Line Adjustment. The conveyance of the Property is also subject to LERA obtaining, at its sole cost and expense, a lot line adjustment for the Property. Brautaset agrees to cooperate with LERA and join in the execution of any documents necessary to effect the lot line adjustment. The deed for the Property shall contain the following recitation:

"The conveyance effected by this Deed is intended to establish a boundary adjustment between Grantor and Grantee in accordance with Chapter 14.12.030(5) of the Skagit County Code. The above-described Property will be combined or aggregated with contiguous Property owned by the Grantee. This boundary adjustment is not for the purpose of creating an additional building lot."

8. Closing. Closing shall occur within thirty (30) days following the mutual acceptance of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the transaction contemplated in this Agreement, and neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by the written instruments assigned by all of the parties to this Agreement.

**BUYER:** LEIF ERIKSON RECREATION ASSOCIATION, INC., a  
Washington corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
JENS BRAUTASET

*Johanne Brautaset*  
\_\_\_\_\_  
JOHANNE BRAUTASET

Date: 5/5 1994