

Document Title: Water System Easement Deed and Agreement

Released Easement Reference Number: AF 569521

Grantors: additional Grantor names on page 2.

1. David McCormack and Karen McCormack, husband and wife

Grantee(s): additional Grantee names on pages 2-3.

1. Guemes Water Association

2. And Secondary Grantees as set forth in Section 1.c. i-ix

Abbreviated legal description: X full legal on page(s) 20-22.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 20 and 21, "ALVERSONS CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington;

Assessor Parcel / Tax ID Number: P61725, additional tax parcel number(s) on pages 20-22.

## WATER SYSTEM EASEMENT DEED AND AGREEMENT

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### 1. PARTIES.

- a. Grantor: The following persons are the Grantors of this Water System Easement Deed and Agreement (the "Agreement") set forth herein: David McCormack and Karen McCormack, husband and wife, owners of the real property legally described in Exhibit A-1 and A-2 hereto (the "Grantor").
- b. Primary Grantee: The Primary Grantee is the Guemes Water Association, a Washington non-profit corporation (the "Primary Grantee").
- c. Secondary Grantees: The following are the Secondary Grantees (the "Secondary Grantees"):
  - i. Woolner Family Trust, Kurt Woolner, Trustee and Monica Woolner, Trustee, the owner of the real property described in Exhibit B-1 attached hereto;
  - ii. Thomas Deutsch, the owner of the real property described in Exhibit B-2 attached hereto;
  - iii. David Baine and Karen Bain, husband and wife, the owners of the real property described in Exhibit B-3 attached hereto;
  - iv. Anthony Mardesich, an individual, the owner of the real property described in Exhibit B-4 attached hereto;
  - v. Klaas Barteld and Marie Louise van Dalfsen, husband and wife, and Elizabeth Ann Smoes, a married woman as her separate property, and Nicholas David Van Dalfsen, a single man, as Joint Tenants, owners of the real property described in Exhibit B-5 attached hereto;
  - vi. Townsend Family Trust, Melita Townsend, Trustee, the owner of the real property described in Exhibit B-6 attached hereto;
  - vii. Dean and Susan Eriksen, husband and wife, the owners of the real property described in Exhibit B-7 attached hereto;
  - viii. Tom Bugge, Personal Representative of the Estate of Marshall W. Bugge, deceased, the owner of the real property described in Exhibit B-8 attached hereto;

- ix. McCormack Living Trust, James D. McCormack, Trustee and Marjorie H. McCormack, Trustee, the owner of the real property described in Exhibit B-9 attached hereto;

2. GRANT OF EASEMENT.

Primary Easement: Grantor hereby grants, quit claims, and conveys to Primary Grantee a water system easement ("Primary Easement") over, under and across the Grantor's real property described in Section 3 hereof, "EASEMENT DESCRIPTION." Said Primary Easement shall encompass the full "SCOPE OF EASEMENT" set forth in Section 4 hereof and otherwise be subject to all the terms and conditions of the Easement.

Secondary Easement: Grantor hereby grants, quit claims, and conveys to Secondary Grantees a water system easement ("Secondary Easement") over, under and across the Grantors' real property described in Section 3 hereof, "EASEMENT DESCRIPTION." Said Secondary Easement shall encompass the full "SCOPE OF EASEMENT" set forth in Section 4 hereof and otherwise be subject to all the terms and conditions of the Easement; **provided, that said Secondary Easement will only vest in Secondary Grantees if the conditions stated in Section 5(b) are met.**

Hereinafter, the Primary Easement and the Secondary Easement are referred to as the "Easement" and are granted for no monetary consideration and to quiet title. **Neither Easement shall be construed as a conveyance of Grantor's property in fee.**

3. EASEMENT DESCRIPTION.

The Easement is hereby granted, quit claimed and conveyed over, under, and across Grantor's real property is legally described as follows:

The northwesterly twenty feet (20'), more or less, of the real property described in Exhibit A-1 and depicted in Exhibit A-3 hereto.

**TOGETHER WITH:** The northeasterly fifty feet (50'), more or less, of the northwesterly twenty feet (20'), more or less, of Tract E as described in Exhibit A-2 hereto.

#### 4. SCOPE OF EASEMENT.

- a. Grantor grants, quit claims, and conveys the Easement for the purpose of permitting Primary Grantee and Secondary Grantee to access, install, operate, repair, maintain and replace ("Use") a domestic water well and a water pipeline system, including well, adjacent attached building with water supply appurtenances, water storage tanks, access road, electrical service lines and any other improvements reasonably necessary to assure the operation of and access to the well (the "System") to provide each Secondary Grantee with a water supply for residential use, and any reasonable activity incidental thereto. Grantor shall not allow the construction or maintenance on its parcel of any improvement which interferes with the Grantees' reasonable Use of the System. Reference herein to Primary Grantee shall include the Secondary Grantees only if the conditions of Section 5(b) are met.
- b. Grantor shall retain the right to utilize the System subject hereto for one domestic water connection on Grantor's property. All costs related to such use by Grantor shall be paid by Grantor and such connection shall not interfere with or limit the use of the System by Grantees.

#### 5. VESTING OF SECONDARY EASEMENT

- a. The sole purpose of the Secondary Easement is to assure the continued access to the water system for the Secondary Grantees in the event that the Association is dissolved or is unable or unwilling to maintain the System currently serving the Secondary Grantees' individual properties.
- b. The Secondary Easement granted hereby shall vest in the Secondary Grantees only if one or more of the following conditions is met and documentation of such event is recorded with the Skagit County Auditor:
  - i. Primary Grantee is administratively dissolved by documented act of the Washington Secretary of State; or
  - ii. Primary Grantee is adjudged insolvent or files for protection under the United States Bankruptcy Code; or
  - iii. The Skagit County Superior Court, or an appellate court, declares that the Primary Grantee is unable or unwilling to carry the functions reasonably necessary to provide all Secondary Grantees an adequate and safe domestic water supply; or
  - iv. Primary Grantee conveys its right in this Easement to all Secondary Grantees.

6. DURABILITY OF EASEMENT.

The Easement and this Agreement shall run with the real property of Grantor and all Grantees as identified herein. The Easement and this Agreement are perpetual and shall bind, and enure to the benefit of, Grantor and all Grantees and said parties' successors, assigns and/or heirs; *provided*, that upon the occurrence of any of the events set forth in Section 5(b) of this Agreement, said Easement and this Agreement then shall be held by the Secondary Grantees and/or their respective successors, assigns and/or heirs, as the case may be.

7. INSTALLATION, MAINTENANCE, AND REPAIRS.

Any installation, repairs or replacement of the Grantees System that significantly alters the condition of the Grantor's property, blocks access to the Grantor's property or blocks access to other easements through Grantor's property or significantly alters the condition of the System ("Work") shall be performed after no less than seventy-two (72) hours' notice to Grantor; *provided*, that in exigent circumstances, such notice requirement shall be waived to allow immediate repair or replacement of the System as required to assure service to all members of the Primary Grantee or all Secondary Grantees. All Work shall be performed in an expeditious manner, subject to all required permits and the portion of the real property upon which the Work occurs immediately returned to its pre-Work condition. Grantees shall not allow any lien for labor, professional services or materials to be placed against the real property upon which any Work occurs and shall indemnify and hold harmless the owner of any property subject to any such lien, including the reasonable attorney fees and court costs, that may be incurred by the Grantor property owner to address any such lien.

8. MISCELLANEOUS.

a. Disputes. This Agreement shall be construed pursuant to the laws of the state of Washington. Venue for any suit shall be exclusively in Skagit County Superior Court. In the event of any lawsuit, the prevailing party shall be awarded its reasonable attorney fees at trial and on appeal, if any.

b. Indemnity and Hold Harmless. Each party shall be solely responsible for its own acts and omissions. The then vested Grantee(s) shall defend, indemnify and hold

harmless the Grantor from any and all third-party claims related to this Agreement for death, injury or damage to the property described in Section 3 to the extent of such Grantee(s) responsibility there for. Grantor shall defend, indemnify and hold harmless Grantee(s) from any all third-party claims related to this Agreement for death, injury or to the property described in Section 3 to the extent of such Grantor's responsibility there for.

- c. Compliance with Law. Each party hereto agrees to comply with any and all governmental laws, regulations and rules applicable to the activities subject hereto.
- d. Recordation and Amendment. This Agreement, once fully executed and effective, shall be recorded at Primary Grantee's expense with the Skagit County Auditor, such that it shall appear in the record of title for Grantor and each Primary and Secondary Grantee. This Agreement may be amended only by written document fully executed by all then currently vested Grantee(s) and Grantor and duly recorded.
- e. No Implied Waiver. The failure of any party to insist performance of any duty herein prescribed or the non-performance of any act not permitted hereby shall not be deemed a waiver of such right to so insist at a later time.
- f. Integration. This Agreement constitutes the entire understanding between the parties and any prior negotiations and discussions are incorporated herein or must be disregarded.
- g. Survival. If any portion of this Agreement is invalidated or found unenforceable by a court of law, the remainder of the Agreement shall remain in full force and effect.
- h. Effective Date. This Agreement shall become effective when fully executed by each party hereto and recorded with the Skagit County Auditor.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

9. RECISSION OF PRIOR EASEMENT.

The parties hereto constitute the entirety of successors to the parties set forth in that certain Easement dated July 30, 1958 and recorded under Auditor's File No. 569521, Records of Water System Easement Deed and Agreement

Skagit County ("Prior Easement."). The parties hereto, as successors to the parties named in the Prior Easement, hereby rescind the Prior Easement, effective upon all parties' signing and the recording of this Easement and Agreement.

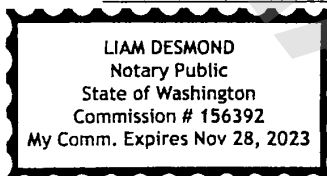
[Balance of page intentionally blank, acknowledged signatures on following pages]

**GRANTOR**

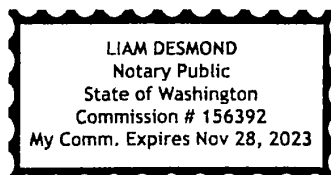
DAVID MCCORMACK and KAREN MCCORMACK, husband and wife

By: [Signature]  
David McCormackBy: [Signature]  
Karen McCormackDate: Jan 3, 2022Date: Jan 3, 2022STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that David McCormack is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Jan 3, 2022[Signature]  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 11-28-23.STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Karen McCormack is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Jan 3, 2022[Signature]  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 11-28-23.



**ACCEPTED BY ALL GRANTEEES ON THE FOREGOING TERMS AND  
CONDITIONS:**

**PRIMARY GRANTEE**

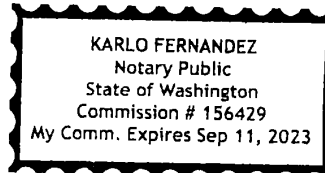
GUEMES WATER ASSOCIATION, a Washington non-profit Corporation

Edward Donald McCormack

BY: [Signature]

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

Dated: Feb 18, 2022



STATE OF WASHINGTON )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Edward McCormack is the person who appeared before me and is authorized to sign on behalf of the Guemes Water Association. Said person acknowledged that s/he signed this instrument and acknowledged it to be her/his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 02/18/2022

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 09/11/2023.

**SECONDARY CONDITIONAL GRANTEES**

WOOLNER FAMILY TRUST

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

Kurt Woolner, Trustee

By: Monica Woolner

Monica Woolner, Trustee

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

STATE OF WASHINGTON )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Kurt Woolner is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Monica Woolner is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires \_\_\_\_\_.

SEE ATTACHED  
NOTARIZED CERTIFICATEDate: 10-07-2021Initial: KL

MIKE KOOK LEE  
(NOTARY PUBLIC)

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELESOn OCTOBER 07, 2021

Date

before me, MIKE KOOK LEE (NOTARY PUBLIC)

Here Insert Name and Title of the Officer

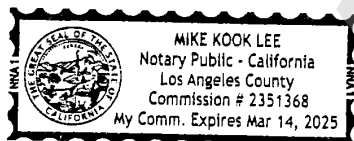
personally appeared MONICA WOOLNER

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

## Description of Attached Document

Title or Type of Document: WATER SYSTEM EASEMENT DEED AND REFLECTION FINALDocument Date: NONENumber of Pages: SEVEN

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

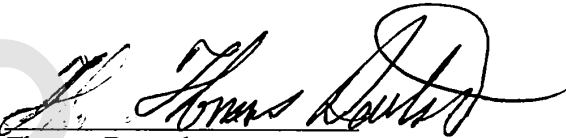
Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

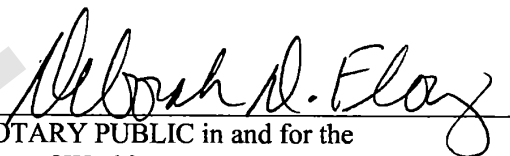
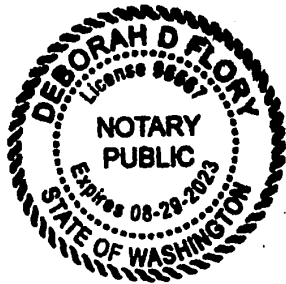
☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

THOMAS DEUTSCH, AN INDIVIDUAL

By:   
Thomas DeutschDate: July 3, 2021STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

I certify that I know or have satisfactory evidence that Thomas Deutsch is the person who appeared before me and said person acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 3, 2021  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 8-29-2023.

DAVID BAIN AND KAREN BAIN, HUSBAND AND WIFE

By: [Signature]  
David BaineBy: [Signature]  
Karen BainDate: October 5, 2021Date: October 5, 2021

14 - PROVINCE OF ALBERTA )  
~~STATE OF WASHINGTON~~ )  
CITY OF EDMONTON ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that David Baine is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: OCTOBER 5, 2021

**PHILIP H. BROSE**  
 BARRISTER, SOLICITOR & NOTARY  
 5204 - 86 STREET  
 EDMONTON, AB T6E 5J6

15 - NOTARY PUBLIC in and for the Province of Alberta  
~~State of Washington~~. My  
 Commission expires DOES NOT EXPIRE.

14 - PROVINCE OF ALBERTA )  
~~STATE OF WASHINGTON~~ )  
CITY OF EDMONTON ) ss.  
COUNTY OF )

I certify that I know or have satisfactory evidence that Karen Bain is the person who appeared before me and said person acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: OCTOBER 5, 2021

**PHILIP H. BROSE**  
 BARRISTER, SOLICITOR & NOTARY  
 5204 - 86 STREET  
 EDMONTON, AB T6E 5J6

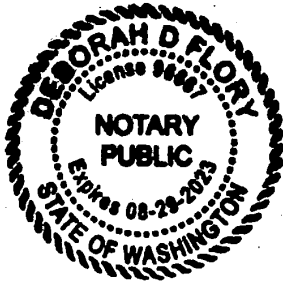
15 - NOTARY PUBLIC in and for the Province of Alberta  
~~State of Washington~~. My  
 Commission expires DOES NOT EXPIRE.

THIS SIGNATURE PAGE PERTAINS  
 ONLY TO THE DOCUMENT TITLED  
 "WATER SYSTEM EASEMENT DEED  
 AND AGREEMENT: REF. NO. A569521"  
 ITEMS 1 (PARTIES) TO 9 (RECISSION OF  
 PRIOR EASEMENT, EACH OF WHICH HAS  
 BEEN INITIALED BY KAREN BAIN AND  
 DAVID BAIN.  
 Water System Easement Deed and Agreement

ANTHONY MARDESICH, AN INDIVIDUAL

By: *Anthony Mardesich*  
Anthony MardesichDate: December 19, 2021STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF S King )

I certify that I know or have satisfactory evidence that Anthony Mardesich is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Dec. 19, 2021*Deborah D. Flory*  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 8-29-2023

KLAAS BARTELD AND MARIE LOUISE VAN DALFSEN, husband and wife, and  
ELIZABETH ANN SMOES, a married woman, AND NICHOLAS DAVID VAN DALFSEN, a  
single man, as Joint Tenants

By: Bert van Dalfs  
Klaas Barteld van Dalfsen

By: Marie Louise van Dalfsen  
Marie Louise van Dalfsen

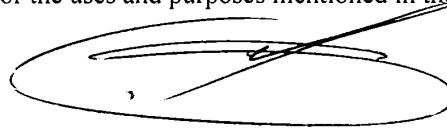
Date: Sept 30, 2021

Date: September 30 2021

~~STATE OF WASHINGTON~~ )  
~~Province of British Columbia~~ ) ss.  
COUNTY OF Abbotsford )

I certify that I know or have satisfactory evidence that Klaas Barteld van Dalfsen is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 30, 2021



~~NOTARY PUBLIC in and for the~~ **SAID GONZALEZ**  
~~State of Washington. My~~ Notary Public in and for the  
Commission expires Permanent Province of British Columbia  
33456 South Fraser Way  
Abbotsford, British Columbia  
CANADA V2S 2B5

~~STATE OF WASHINGTON~~ )  
~~Province of British Columbia~~ ) ss.  
COUNTY OF Abbotsford )

I certify that I know or have satisfactory evidence that Marie Louise van Dalfsen is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 30, 2021



~~NOTARY PUBLIC in and for the~~ **SAID GONZALEZ**  
~~State of Washington. My~~ Notary Public in and for the  
Commission expires Permanent Province of British Columbia  
33456 South Fraser Way  
Abbotsford, British Columbia  
CANADA V2S 2B5

By: Elizabeth Ann Smoes  
Elizabeth Ann Smoes

By: Nicholas David van Dalfsen  
Nicholas David van Dalfsen

Date: Sept. 30, 2021

Date: Sept. 30, 2021

~~STATE OF WASHINGTON~~ )  
Province of British Columbia ) ss.  
COUNTY OF Abbotsford )

I certify that I know or have satisfactory evidence that Nicholas David van Dalfsen is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 30, 2021




**SAID GONZALEZ**  
Notary Public in and for the  
Province of British Columbia  
33456 South Fraser Way  
Abbotsford, British Columbia  
CANADA V2S 2B5

~~NOTARY PUBLIC~~ in and for the ~~State of Washington~~ My  
Commission expires Permanent

~~STATE OF WASHINGTON~~ )  
Province of British Columbia ) ss.  
COUNTY OF Abbotsford )

I certify that I know or have satisfactory evidence that Elizabeth Ann Smoes is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: September 30, 2021



~~NOTARY PUBLIC~~ in and for the ~~State of Washington~~ My  
Commission expires Permanent

**SAID GONZALEZ**  
Notary Public in and for the  
Province of British Columbia  
33456 South Fraser Way  
Abbotsford, British Columbia  
CANADA V2S 2B5



TOWNSEND FAMILY TRUST

By: Melita Townsend  
Melita Townsend, TrusteeDate: 3 July 2021STATE OF WASHINGTON )  
COUNTY OF Skaagit ) ss.

I certify that I know or have satisfactory evidence that Melita Townsend is the person who appeared before me and said person acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 3, 2021

Deborah D. Flory  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 8-23-2023.

DEAN AND SUSAN ERIKSEN, HUSBAND AND WIFE

By: Dean Eriksen

Dean Eriksen

By: Susan Eriksen

Susan Eriksen

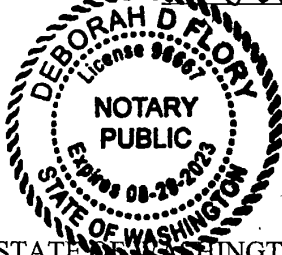
Date: 7/3/21Date: 7/3/21

STATE OF WASHINGTON )

) ss.

COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Dean Eriksen is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 3, 2021
Deborah D. Flory  
 NOTARY PUBLIC in and for the

State of Washington. My

Commission expires 8-29-2023.

STATE OF WASHINGTON )

) ss.

COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Susan Eriksen is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 3, 2021
Deborah D. Flory  
 NOTARY PUBLIC in and for the

State of Washington. My

Commission expires 8-29-2023.

TOM BUGGE, as Personal Representative for the ESTATE OF MARSHALL BUGGE

By: Tom Bugge

Tom Bugge, as Personal Representative of the Estate of Marshall Bugge

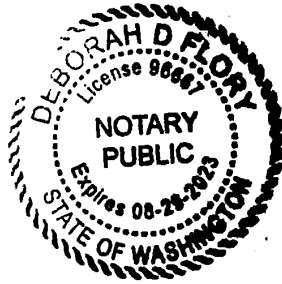
Date: 07/03/21

STATE OF WASHINGTON )  
COUNTY OF Skasit ) ss.

I certify that I know or have satisfactory evidence that Tom Bugge is the person who appeared before me and is authorized to sign on behalf of the Estate of Marshall Bugge. Said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 3, 2021

Deborah D. Flory  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 8-29-2023.



## MCCORMACK LIVING TRUST

By: James D. McCormack  
James D. McCormack, Trustee

By: Marjorie H. McCormack  
Marjorie H. McCormack, Trustee

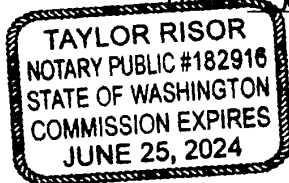
Date: 7/26/2021

Date: 7/26/2021

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that James McCormack is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 26th 2021

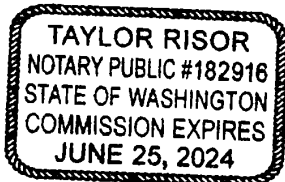


Taylor Risor  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 06/25/2024.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

I certify that I know or have satisfactory evidence that Marjorie McCormack is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 26th 2021



Taylor Risor  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires 06/25/2024.

## EXHIBIT A

David McCormack and Karen McCormack

P61725

A-1: Parcel A:

Lots 20 and 21, "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington.

A-2: Parcel B:

That portion of Tract E, FIRST ADDITION TO ALVERSON'S CAMPING TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 40, records of Skagit County, Washington, and that portion of Government Lot 1, Section 36, Township 36 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of said Government Lot 1 of Section 36, at a point where, the projection of the dividing line between Lots 19 and 20 of Alverson's Camping Tracts, according to the plat thereof recorded in Volume 4 of Plats, page 28, records of Skagit County, Washington, would intersect the West line of said Government Lot 1;

thence following the projection of said dividing line between said Lots 19 and 20 to the Westerly most common corner of said Lots 19 and 20;

thence along the Southwesterly line of Lots 20 and 21 of said Alverson's Camping Tracts to the Southerly most corner of said Lot 21;

thence Southwesterly on a line following the projection of the Southeasterly line of said Lot 21 and of Tract E to a point where the said projected line would intersect the West line of said Government Lot 1 of Section 36;

thence North along the Westerly line of said Government Lot 1 to the point of beginning.

Situate in Skagit County, Washington.

**HERRIGSTAD ENGINEERING & SURVEYING**  
4320 WHISTLE LAKE ROAD  
ANACORTES, WA 98221 299-8804

**GUEMES WATER ASSOCIATION EASEMENT**

**EXHIBIT MAP**  
ARPL 23, 2021

## EXHIBIT B

**B-1**

Woolner Family Trust  
Kurt Woolner, Trustee and Monica Woolner, Trustee  
P61716

Lot 11 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-2**

Thomas Deutsch  
P61715

Lot 10 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-3**

David Baine and Karen Bain  
P61713 & P61714

Lots 8 and 9 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-4**

Anthony Mardesich  
P61712

Lot 7 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-5**

Klaas Barteld, Marie Louise Van Dalfsen, Elizabeth Ann Smoes, and Nicholas David Van Dalfsen  
P61711

Lot 6 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-6**

Water System Easement Deed and Agreement

Page 22

Townsend Family Trust  
Melita Townsend, Trustee  
P61710

Lot 5 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-7**  
Dean and Susan Eriksen  
P61709

Lot 4 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington

**B-8**  
Estate of Marshall Bugge  
P61708

Lot 3 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington;

**B-9**  
McCormack Living Trust  
James D. McCormack Trustee, and Marjorie H. McCormack, Trustee  
P61707

Lot 2 "ALVERSON'S CAMPING TRACTS LOCATED ON GUEMES ISLAND" as per plat recorded in Volume 4 of Plats, Page 28, records of Skagit County, Washington;