

After recording return to:

Gordon & Kami Shaw
16013 76th Ave NE
Kenmore, WA 98028



202509020020

09/02/2025 11:03 AM Pages: 1 of 17 Fees: \$319.50
Skagit County Auditor

WELL AGREEMENT

Grantors: Gordon P. Shaw and Kami J. Shaw, husband and wife

Grantees: Marc Schuldt and Deborah Schuldt, husband and wife

Abbreviated Legal Descriptions:

Shaw Property: Tract 8 Assessor's Plat of Leadbetter's Sinclair Tracts, Vol. 9 of
Plats, Page 30
Full Legal Description on page 2

Schuldt Property: Tract 9 Assessor's Plat of Leadbetter's Sinclair Tracts, Vol. 9 of
Plats, Page 30
Full Legal Description on page 2

Assessor's Tax Parcel Numbers and Abbreviated Legal Descriptions:

Shaw Property: 3944-000-008-0005, R67189
Abbreviate Legal: Tract 8, "Ledbetter's Sinclair Tracts"

Schuldt Property: 3944-000-009-0004, R67190
Abbreviate Legal: Tract 9, "Ledbetter's Sinclair Tracts"

Associated Recording Number:

199911120086

WELL AGREEMENT

This Agreement, made and entered into the date set forth below, by and between GORDON P. SHAW and KAMI J. SHAW, husband and wife (collectively as "Shaw") and MARC SCHULDT and DEBORAH SCHULDT, husband and wife (collectively as "Schuldt").

PARTIES AND PROPERTIES

Gordon P. Shaw and Kami J. Shaw, husband and wife, are the owners of the following described property (hereinafter referred to as the "Shaw Property"):

Parcel "A":

Lot 8, "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

Parcel "B":

TOGETHER WITH non-exclusive easement for ingress and egress over and across a private roadway designated as Tract "A" of said 'ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS', according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

SUBJECT TO: Paragraphs A through E, inclusive of Schedule B-1 of First American Title Company's Preliminary Commitment for Title Insurance No. 60768.

Marc Schuldt and Deborah Schuldt, husband and wife, are the owners of the following described property (hereinafter referred to as the "Schuldt Property"):

Parcel "A":

Lot 9, "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

Parcel "B":

TOGETHER WITH non-exclusive easement for ingress and egress over and across a private roadway designated as Tract "A" of said 'ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS', according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

Subject to: Those items set forth on Exhibit "A" attached hereto and by this reference made a part hereof. Also subject to rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements and encroachments not materially affecting the value

of or unduly interfering with Grantee's reasonable use of the property; and reserved oil and/or mineral rights.

RECITALS

- A. Whereas, Shaw are the owners of the real property known as the Shaw Property;
- B. Whereas, Schuldt are the owners of the real property known as the Schuldt Property;
- C. Whereas, a freshwater well is located upon the Shaw Property, and is owned by Shaw (the "Well");
- D. Whereas, the Shaw Property and the Schuldt Property have used and relied on the Well for domestic supply since home construction such that each property holds a water right, established under RCW 90.44.050, that is exercised via the Well;
- E. Whereas, Shaw and Bret and Melissa Helsell, the predecessor's in interest to the Schuldt Property, entered into a Well Agreement, recorded on November 12, 1999 with the Skagit County Auditor, Recording No. 199911120086, which set forth the Parties' respective rights and responsibilities as to the Well and its, use, maintenance, repair and replacement;
- F. Whereas, the Parties hereto wish to terminate the prior Well Agreement recorded on November 12, 1999 with the Skagit County Auditor, Recording No. 199911120086, and enter into this Well Agreement for the purpose of supplying water from the Well to the Shaw Property and the Schuldt Property;
- G. Whereas, it is the intention and purpose of the undersigned Parties that the Well be used and operated to supply water to each of the Properties connected thereto pursuant to the terms set forth herein, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the Well for the benefit of present and future owners, their heirs, successors and assigns of the properties connected thereto;
- H. Whereas, the parties agree that the Well currently has an average pumping capacity of three hundred (300) gallons of fresh water per day;
- I. Whereas, the well is recorded with Washington State Department of Health, Office of Drinking Water, Northwest Regional Office located at:

20425 72nd Ave. South
Building 2, Suite 310
Kent, WA 98032-2358
Phone: 253-395-6750

With the following designation:

Name: SHAW/SCHULDT COMMUNITY WATER

Water System ID: AA279E
Established Date: 12/20/2002
WRIA: Lower Skagit-Samish
Total Connections: 2
Township: 36
Range: 01E
Section: 09
Well Depth: 280 feet

J. Whereas, the water from the Well has undergone quality analysis by a laboratory certified by the Washington State Department of Health, Office of Drinking Water, Hereafter referred to as the "Health Officer" and has been determined by the authority to supply safe and potable water; and

K. Whereas, the parties hereto desire to enter into this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the Well, as well as those of the future owners and occupants of the properties upon the following terms and conditions:

1. GRANT

Shaw grants Schuldt the perpetual right to draw up to 50 percent (50%) of the water that the Well is capable of supplying together with the perpetual, non-exclusive easement described in Section 4 below.

2. DEFINITION OF THE WELL

The Well shall include the definition as contained in Recitals, Section C, above, and also shall include the following:

All in ground and above ground pipes, cistern(s), apparatus, equipment, machinery, pump(s), meter(s), the Well shed, and any electric components, which are used or employed to pump water out of the ground, and up to the point that the water is directed to either the Shaw Property or the Schuldt Property, but including any automated pumping system directing the water to the respective Properties.

The Well does not include any such in ground and above ground pipes, apparatus (including Storage Tanks and towers), equipment, machinery, pump(s), meter(s), and any electric components from the point that water is pumped directly either to the Shaw Property or the Schuldt Property, and used for exclusively servicing each respective Property (these items collectively are a "Distribution System"). Such pipes, apparatus (including Storage Tanks and towers), equipment, machinery, pump(s), meter(s), and any electric components shall be owned solely by the respective Property owners which they serve.

3. OWNERSHIP OF THE WELL

The Well is owned solely by the owners of the Shaw Property.

4. **WELL AND DISTRIBUTION SYSTEM EASEMENTS**

Shaw hereby grants a perpetual, non-exclusive easement ("Well Easement") to the owners of the Schuldt Property, which shall run with the land, for ingress and egress of pedestrian traffic only for the purposes of inspecting, maintaining, operating, repairing, or replacing the existing Well and reading the water meter, and for no other purpose(s), over, across and through the Shaw Property.

Shaw hereby grants a perpetual, non-exclusive easement ("Distribution System Easement") to the owners of the Schuldt Property, which shall run with the land, for siting and operating underground electrical lines and water pipes used to distribute water to the Schuldt Property that may now be upon or under the Shaw Property and for ingress and egress of pedestrian traffic only for the purposes of inspecting, maintaining, operating, repairing, or replacing the Distribution System, and for no other purpose(s), over, across and through the Shaw Property.

5. **MAINTENANCE OF AND IMPROVEMENTS TO THE WELL**

Each Party hereto, and their successors, assign and heirs, covenants and agrees that they shall equally share the maintenance, repair, replacement, and operational costs (labor and non-labor) of the Well, unless otherwise agreed to in writing, such that it presently and in the future produces quality water that conforms with all applicable governmental standards, codes, and regulations (collectively "Maintenance"). The expense of water quality sampling as required by the State of Washington shall be shared equally by both parties.

The owners of the Schuldt Property shall also pay twenty-five percent (25%), and the owners of the Shaw Property, seventy-five percent (75%), of any mutually agreed upon maintenance, repair or replacement of the Well shed structure that houses the Well Head. The Well shed is owned by Shaw, and may be used only by Shaw for any purpose that does not interfere with operation or use of the Well.

Either Party may propose a Maintenance project. Each Party shall assign a representative that has decision making responsibilities for the proposed project. The representatives shall work together to come to agreement, in writing (and signed by the Parties), on the scope, estimated cost (labor and non-labor) for each Party and schedule of the Maintenance project, before any action is taken to implement the project. Mutually agreed upon changes to the scope, schedule and/or cost that occur during implementation of the Maintenance Project shall be agreed to in writing, and signed by the Parties. Documentation of costs (labor and non-labor) incurred for the Maintenance project shall be provided to each Party for the true up and payment at the end of the project. Should the Parties be unable to reach agreement, the Parties shall proceed to mediation of the matter pursuant to Section 14, below. Any Party that undertakes such Maintenance shall cause it to be performed in a good and workmanlike manner in accordance with all applicable laws.

The Parties agree that the Well will be improved to add mechanisms to provide a combination of automated and manual pumping for year round Well use by the Parties, which improvement shall become a part of the Well as defined in Section 2, above. Further, either Party

may propose additional improvements to the Well by delivering written notice to the other party. The parties will come to agreement on a scope, cost (labor and non-labor), cost sharing amounts and schedule in a manner similar to a Maintenance project, as described above. Except in the event of an emergency, as defined in this Section 5, written consent from the other Party is required prior to beginning any improvement work to the Well. Should the Parties be unable to reach agreement, the Parties shall proceed to mediation of the matter pursuant to Section 14, below.

Notwithstanding the foregoing, each Party shall be responsible for the cost of repairing, maintaining and replacing all in ground and above ground pipes, apparatus (including Storage Tanks and towers), equipment, machinery, pump(s), meter(s), and any electric components of their individual Distribution System.

All pipelines serving the Well 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.

An emergency shall be defined as the failure of the shared Well system to deliver water upon demand to the Parties' Properties, under the agreed upon allocation strategy described in Section 6. In the event of an emergency, any one of the Parties shall have the right and license to go on the property of the other to make such necessary emergency repairs, inspection or temporary termination of the water supply as are appropriate under the circumstances. Prior to making such emergency inspections, repairs, or termination, the Party performing the same will attempt to give the best notice possible under the circumstances to the other Party. Said emergency repairs shall be limited in the amount of five hundred dollars (\$500.00) until such time as the other owner has been informed of the emergency, the type of emergency, and has agreed to necessary repairs in writing. Each owner shall be responsible for fifty percent (50%) of any emergency repair, unless otherwise agreed to. Reimbursement for any emergency repair shall be paid within thirty (30) days of written notice of an emergency repair, along with any invoices provided by the contractors doing the work.

6. USAGE AND WATER ALLOCATION

The Parties acknowledge that the Well has an average safe daily production capacity of three hundred (300) gallons (GPD). This capacity can change, up or down, with seasonal changes to the Well recovery rate or from the evaluation of the water capacity described in Section 7 below. The Parties also acknowledge that each Party has installed a storage tank on their respective Properties (collectively, the "Storage Tanks"). For purposes of this Section 6, the following terms are defined here: "Require Water" means that a property has electricity turned on and their tank is not full; "Daily Production Capacity" or "DPC" means the amount of water the Well can produce in a 24-hour period when pumped in regular intervals and allowed to fully recover between each interval; and "Collect" means to have water pumped from the well to a distribution line. The Storage Tanks shall be filled by the Well as follows:

a. When both properties require water, neither Party may Collect more than fifty percent (50%) of the rated DPC.

b. When only one Party requires water, that Party may Collect up to one hundred percent (100%) of the rated DPC.

c. Pumping from the Well shall occur at intervals agreed to by both Parties, and after each pumping interval, the Well shall be allowed to refill, and no water shall be pumped during this refilling period.

d. All pumping from the Well to the Storage Tanks shall be accomplished by a pre-set automated method to ensure that Section 6(c) is not violated.

e. In the event that the automated pumping system is broken (not functioning) or not allocating water in accordance with Sections 6(a), 6(b) and 6(c), manual pumping may be used to collect water in accordance with Sections 6(a), 6(b) and 6(c).

The water supply shall be for the exclusive use of the Shaw Property and the Schuld Property, and are limited to one household on each Property, and shall be for ordinary, everyday, normal domestic household use. The water shall not be used to fill swimming pools of any type, or for any commercial use.

7. EVALUATION OF WATER CAPACITY

Each Party agrees to use reasonable water conservation efforts in its use of the water from the Well. Each Party may, upon notice to the other Party, arrange for biannual evaluations of water capacity of the Well, and the cost shared equally by the owners of the Properties.

8. PROHIBITED PRACTICES

The Parties, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained within one hundred (100) feet of the Well, so long as the same is supplying water to either of the properties, any potential source of contamination such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals. Neither Party will connect any portion or segment of the water system or their respective Distribution System with any other water source without prior written approval of the other Party and any necessary approvals from Skagit County Environmental Health and/or other appropriate governmental agency.

9. WATER SYSTEM PURVEYOR

The owner of the Shaw Property is designated "Purveyor" of the water system. The Purveyor shall be responsible for the operation of the Well, compliance with government regulations relevant to the Well and arranging for collection and submission of all necessary water samples as required in the Washington Administrative Code. The Purveyor shall also be responsible for handling emergencies such as system shutdown and repair. The Purveyor shall serve as a contact person and provide his/her name, address and telephone number to the appropriate Skagit County department. The Purveyor shall organize and maintain the water system

records and notify the appropriate Skagit County department of the results of any water quality tests that are required by the State of Washington or Skagit County Environmental Health. As the Purveyor, Shaw shall make such tests and make the test results and correspondence available to the Schuldt Party.

10. ENERGY SYSTEM

Upon mutual agreement, the energy system of one Party shall be designated the Primary system for the well pump. The energy system for the other party shall be designated the Primary energy system for the septic system. These designations can be reversed by agreement of both Parties. The electric system of each Party cannot be used by the other Party except for the well and septic pumps.

11. PROVISIONS FOR CONTINUATION OF WATER SERVICE

The parties agree to maintain a continuous flow of water from the Well in accordance with public water supply requirements of the State of Washington. In the event that the quality or quantity of water from the Well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall share equally in the cost (labor and non-labor) of developing the new source of water and installing the necessary equipment associated with the new source. A replacement well may be located on either property but, taking the reasonableness of cost into consideration, it must be located in the area that causes the least disturbance to the quiet enjoyment and use of each property. It must also be in compliance with Section 8 of this agreement. In the event the parties cannot agree on the location or costs of a replacement well, then either Party may invoke the dispute resolution process in Section 14.

12. RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the Well to any other persons, properties or dwellings without the consent of both properties and written approval from the State of Washington and Skagit County Environmental Health. Regardless of the number of properties served by the Well, all owners of the Shaw Property and the Schuldt Property agree to abide by any restrictions imposed by any governmental authority regulating the use that may be made of real property surrounding the Well site.

13. INDEMNIFICATION

The owners of the Shaw Property and the Schuldt Property (each an "Indemnitor") agrees to defend, indemnify and hold harmless the owner of the other parcel and its successors and assigns from and against all claims, losses, liabilities and expenses (including attorneys' fees and court costs) incurred by or asserted against it or its successors and assigns as a result of any negligent or wrongful acts or omissions relating to or arising from maintenance of the Well by Indemnitor or its employees, agents, tenants, contractors, successors or assigns. This indemnity shall run with the land and shall inure to the benefit of the owners of any portion of the Shaw Property and the Schuldt Property following any subdivision thereof.

14. DISPUTE RESOLUTION, JURISDICTION, AND ATTORNEYS' FEES

This Agreement is made with reference to and shall be construed in accordance with the laws of the State of Washington. All questions relative to execution, validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Washington. In the event of a dispute arising out of or related to this Agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the Parties, the Parties agree that the dispute shall initially be submitted to mediation. The Parties shall mutually agree on a mediator. In the event they are unable to do so, a mediator shall be chosen by the Skagit County Superior Court Presiding Judge. Either Party may make the initial submission. Each Party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediator.

If after any negotiation time frame required by the terms of this Agreement, the parties are unable to reach agreement through mediation, then the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Jurisdiction shall be in Skagit County, Washington. The prevailing party in any arbitration hereunder shall be entitled to an award of their reasonable attorneys' fees and costs.

The Party incurring costs authorized under this Section shall promptly (within 30 days) provide a written invoice for the other parties' share of said costs to the other Party, who shall pay such invoice within thirty (30) days. If the invoice is not paid within said thirty (30) day period, the Party incurring the costs shall have a lien for the amount of such costs upon the property of the Party that fails to pay.

15. HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on the successors and assigns of the Parties hereto and all persons having or acquiring any right, title, or interest in this land described herein or any part thereof, and it shall pass to and be for the benefit of each owner thereof.


16. SEVERABILITY

The invalidation by any court of any reservation, covenant, restriction, limitation or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous agreements, understandings, or representations. This Agreement may not be modified, amended, altered,

superseded or terminated except by an agreement in writing signed by all of the then owners of the Shaw Property and the Schuldt Property or their successors and assigns.



Gordon P. Shaw

2/8/2020


Date



Kari J. Shaw

2/8/2020


Date



Marc Schuldt

1/21/2020

Date



Deborah Schuldt

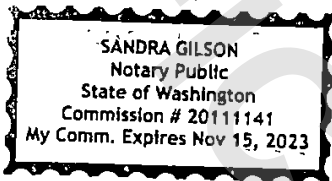
1/21/2020

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 8th day of February, 2019²⁰, personally appeared before me, Gordon P. Shaw, to me known to be the individual 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.

GIVEN under my hand and official seal the day and year last above written.



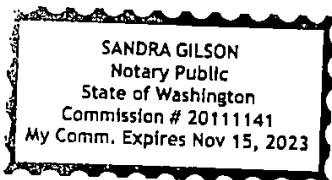
Notary Public in and for the State of Washington, residing at: Edmonds
My Commission expires: 11-15-2023

[Signature]
Signature

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 8th day of February, 2019²⁰, personally appeared before me, Kami J. Shaw, to me known to be the individual 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 the day and year last above written.



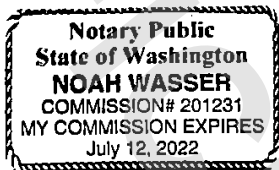
Notary Public in and for the State of Washington, residing at: King
My Commission expires: 11-15-2023

[Signature]
Signature

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 21st day of January, 201⁹²⁰, personally appeared before me, Marc Schuldt, to me known to be the individual 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.

GIVEN under my hand and official seal the day and year last above written.

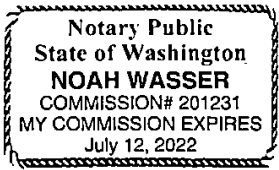


Notary Public in and for the State of Washington, residing at: Duvall
My Commission expires: 07-12-2022
[Signature]
Signature

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 21st day of January, 201⁹²⁰, personally appeared before me, Deborah Schuldt, to me known to be the individual 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 the day and year last above written.



Notary Public in and for the State of Washington, residing at: Duvall
My Commission expires: 07-12-2022
[Signature]
Signature



200101290051
Skagit County Auditor -

1/29/2001 Page 1 of 4 11:19:35AM

AFTER RECORDING MAIL TO:
Mr. and Mrs. Marc Schultt
20122 230th Avenue Northeast
Woodinville, WA 98072

FIRST AMERICAN TITLE CO.

STATUTORY WARRANTY DEED 63844-2

Escrow No. 2001105
Title Order No. 00063894

THE GRANTOR Brett Helsel and Melissa Helsel, husband and wife

for and in consideration of **Ten Dollars and other good and valuable consideration**

in hand paid, conveys and warrants to **Marc Schultt and Deborah Schultt, husband and wife**

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

Legal Description (abbreviated): Tract 9 "Leadbetter's Sinclair Tracts"
additional legal(s) on page 2

Assessor's Property Tax Parcel/Account Number(s): 3944-000-009-0004 R67100

Subject to: Those items set forth on Exhibit "A" attached hereto and by this reference made a part hereof. Also subject to rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements and encroachments not materially affecting the value of or unduly interfering with Grantee's reasonable use of the property; and reserved oil and/or mineral rights.

#39184
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Dated: January 11, 2001

Brett Helsel
Brett Helsel

JAN 29 2001

Melissa Helsel
Melissa Helsel

Amount Paid \$ 1,14.80
Skagit County Treasurer
By: *[Signature]* Deputy

State of Washington

County of ~~Skagit~~ Snohomish

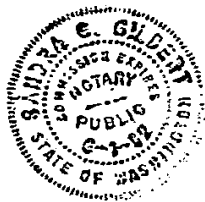
}ss.

I certify that I know or have satisfactory evidence that Brett Helsel and Melissa Helsel is/are 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 mentioned in this instrument.

Dated: 1/15/01

[Signature]

Notary Public in and for the State of Washington
Residing at Snohomish County
My appointment expires 6/1/02



Legal Description

Parcel "A":

Lot 9, "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

Parcel "B":

TOGETHER WITH non-exclusive easement for ingress and egress over and across a private roadway designated as Tract "A" of said "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.



200101290051
Skagit County Auditor
1/29/2001 Page 2 of 4 11:19:35AM

Exhibit "A"

Any tax, fee, assessments or charges as may be levied by Unnamed Community Water Association.

Restriction contained in instruments affecting other tracts in said subdivision, which may be notice of a general plan:

"...no portion of said premises shall be used for industrial, business or commercial purposes."

EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Lauren L. Venable and Evelyne J. Venable,
his wife
Dated: February 9, 1962
Recorded: February 21, 1962
Auditor's No: 618263
Purpose: Roadway purposes
Area Affected:

A strip of land 40 feet in width beginning 997.8 feet South 89 degrees 28'30" West from the Northeast corner of said Lot 6; thence South 500 feet; thence North 89 degrees 28'30" East 40.0 feet; thence North 500 feet; thence South 89 degrees 28'30" West 40.0 feet to the point of beginning.

EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Larry Alff, a bachelor
Dated: November 15, 1965 and April 29, 1966
Recorded: November 15, 1965 and August 1, 1966
Auditor's Nos.: 674584 and 686193
Purpose: Right-of-way purposes to the beach
Area Affected:

That portion of Government Lot 6, Section 9, Township 36 North, Range 1 East, W.M., described as follows: Beginning 997.8 feet South 89 degrees 28'30" West and 650 feet South from the Northeast corner of said Lot 6; thence South 89 degrees 28'30" West a distance of 30 feet; thence South to the meander line; thence Easterly along the meander line to a point South of the point of beginning; thence North to the point of beginning.

EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Billy F. Hall and Ann E. Hall, husband and wife
Dated: December 27, 1966, February 3, 1967 and
March 11, 1975
Recorded: January 12, 1967, February 8, 1976 and
March 24, 1975
Auditor's Nos.: 693315, 694555 and 814991
Purpose: Ingress and egress
Area Affected: All Parcel "B"

Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

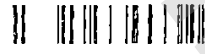
Grantee: Brett Helsel and Melissa Helsel
Dated: November 10, 1999
Recorded: November 12, 1999
Auditor's No: 199911120086
Purpose: Well Easement Agreement
Area Affected: Portion of subject property

EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Grantee: Brett Helsel and Melissa Helsel
Dated: November 10, 1999
Recorded: November 12, 1999
Auditor's No: 199911120087
Purpose: Septic Easement Agreement
Area Affected: Portion of the subject property

PROTECTIVE COVENANTS AND/OR EASEMENTS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, A COPY OF WHICH IS HERETO ATTACHED:

Dated: May 3, 2000
Recorded: December 13, 2000
Auditor's No: 200012130039
Executed by: Brett Helsel and Melissa Helsel





199911120080
Kathy Hill, Skagit County Auditor
11/12/1999 Page 1 of 1 3:33:27PM

AFTER RECORDING MAIL TO:

Name GORDON P. SHAW, KAMI J. SHAW
Address 22811 NE 202ND STREET
City, State, Zip WOODINVILLE, WA 98072
B60768
Filed for Record at Request of First American Title of Skagit County

FIRST-AMERICAN TITLE CO.
B60768 E-1 Statutory Warranty Deed ORIGINAL

THE GRANTOR J.W. HANSFORD and F.T. HANSFORD, Husband and Wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to GORDON P. SHAW and KAMI J. SHAW, Husband and Wife the following described real estate, situated in the County of Skagit, State of Washington:

Parcel "A":

Lot 8, "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

Parcel "B":

TOGETHER WITH non-exclusive easement for ingress and egress over and across a private roadway designated as Tract "A" of said "ASSESSOR'S PLAT OF LEADBETTER'S SINCLAIR TRACTS", according to the plat thereof recorded in Volume 9 of Plats, page 30, records of Skagit County, Washington.

SUBJECT TO: Paragraphs A through E, inclusive of Schedule B-1 of First American Title Company's Preliminary Commitment for Title Insurance No. 60768.

ABREVIATED LEGAL: Tract 8, "Leadbetter's Sinclair Tracts"

Assessor's Property Tax Parcel Account Number(s): 3944-000-008-0005, R67189

Dated this 4TH day of November, 1999.

32443
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 12 1999

J.W. HANSFORD

F.T. HANSFORD

Amount Paid to 2175.466
Skagit Co. Treasurer
By Deputy

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss

I certify that I know or have satisfactory evidence that J.W. HANSFORD and F.T. HANSFORD 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 this instrument.

Dated: NOVEMBER 4TH, 1999



Karen Ashley
Notary Public in and for the State of Washington
Residing at SEDRO-WOOLLEY
My appointment expires: 9/12/02