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2/8/94

MUTUAL EASEMENTS AND COVENANTS

9402080044

THIS AGREEMENT is made this 7<sup>th</sup> day of Feb. , 1994, between RICHARD C. SPINK and ANN L. SPINK, husband and wife, Grantors; and PATRICK S. WHEAT and DONNA R. WHEAT, husband and wife, and THOMAS BUGGIA, Grantees.

Grantors are owners in fee of certain real property located in Alger, Skagit County, Washington, more particularly described as follows:

SEE APPENDIX "A" ATTACHED.

Grantees are owners in fee of certain other real property located adjacent to the northwest corner of the Grantors' above-described property, more particularly described as follows:

SEE APPENDIX "B" ATTACHED.

Grantors are the owners of two water wells on their property located approximately as follows: (SEE APPENDIX "C" ATTACHED). Grantees desire to obtain from the Grantors the right to use the water from said two wells. Grantors in turn desire to obtain road access north to the Alger-Lake Samish Road through the Grantees' property.

Now, therefore, in consideration of the mutual easements and covenants exchanged herein, the parties agree as follows:

1. Grantors hereby grant, assign and covenant to the Grantees as follows:

A. Grantees are granted a perpetual easement to draw and use the entire supply of water produced by Wells No. 1 and 2 described above, subject to a reservation in the Grantors to their current level of water use and to further retain at any time sufficient water to supply the needs of one additional domestic household.

B. Grantees are further granted a perpetual easement across Grantors' property to install and maintain at Grantees' sole expense water pipelines from said two wells to Grantees' above-described property. Such pipelines shall be installed along the shortest feasible route between the wells and the Grantees' property, subject to approval of Grantors which shall not be unreasonably withheld.

C. Grantors further grant to Grantees easements for well protection described by a radius of 100 feet from each of the two wells. Grantors covenant that neither they nor their heirs, successors or assigns shall construct or maintain, or allow to be constructed or maintained, within 100 feet of either of the two wells described

EASEMENTS AND COVENANTS - 1

JERRY MCINTURE  
SKAGIT COUNTY AUDITOR

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RECORDED... FILED...

REQUEST OF

Thomas Buggia  
PO Box 6039  
Bham WA 98227

*Easement*  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEB 8 1994

Amount Paid \$  
By: Skagit County Treasurer Deputy

9402080044

herein any potential source of contamination which is prohibited in well protection zones for public water supplies by applicable Washington Department of Health regulations, including septic tanks, drainfields and sewage disposal facilities of all types; manure piles; garbage; barns, chicken houses, stables or any other kind or type of enclosure for animal or fowl; and any storage of chemicals, herbicides and pesticides.

2. Grantees hereby grant, assign and covenant to the Grantors as follows:

A. Grantees grant to Grantors a perpetual easement over and across the 60-foot right of way within their property known as Patrick Lane for ingress and egress. Grantors are further granted a 60-foot easement over Lot D from the present southerly terminus of Patrick Lane south to their northern property line. Grantees agree to construct a road within this easement to the existing standard for Patrick Lane, to be completed within one year after construction of the water pipelines authorized above in paragraph 1.B.

B. Grantees agree to maintain at their sole expense both the easement roads described in Paragraph 2.A above and the two wells on the Grantors' property.

3. Both Grantors and Grantees mutually agree and covenant as follows:


A. Except as granted herein, each party shall continue to have the full use and enjoyment of its property. Road easements are given for the sole purpose of ingress and egress and are not to be construed as exclusive.

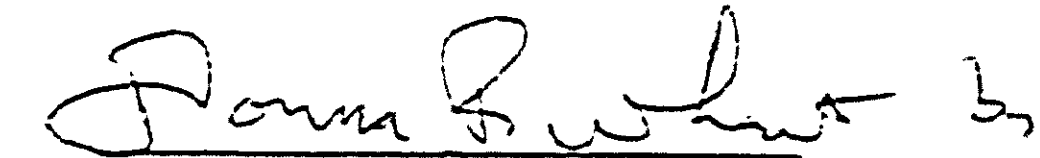

B. The easements and covenants described herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the lands described herein or any part thereof, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

  
RICHARD C. SPINK, Grantor

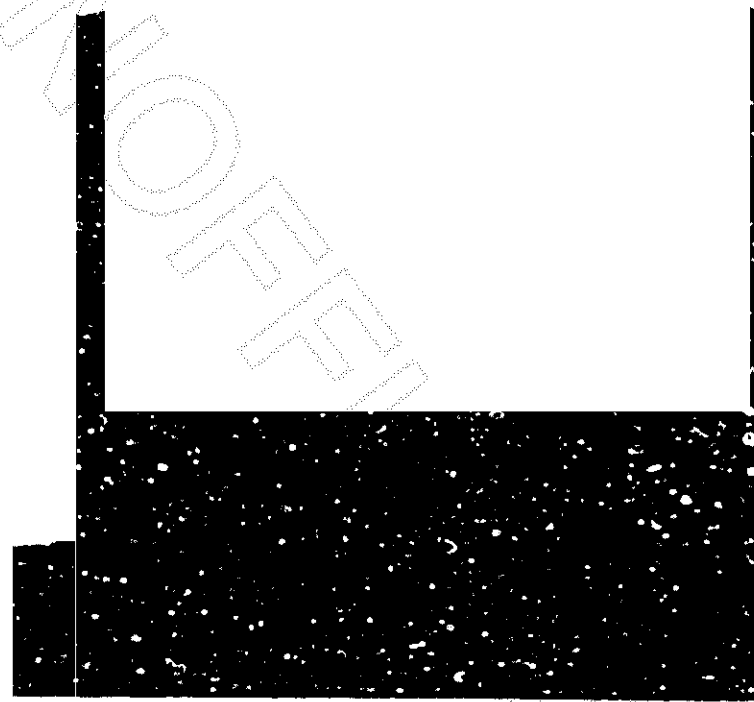
  
PATRICK S. WHEAT, Grantee

  
ANN L. SPINK, Grantor

  
DONNA R. WHEAT, Grantee  
  
THOMAS BUGGIA, Grantee

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 5<sup>th</sup> day of February, 1994, before me personally appeared RICHARD C. SPINK and ANN L. SPiNK, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they signed said instrument as their free and voluntary act, for the uses and purposes therein stated.



STATE OF WASHINGTON, }  
County of SKAGIT }

Cardace M. Taylor  
Notary Public in and for the State of Washington, residing at Mount Vernon  
My commission expires 1/1/97  
Cardace M. Taylor

On this 7<sup>th</sup> day of February, 1994, before me personally appeared PATRICK S. WHEAT to me known to be the individual described in and who executed the foregoing instrument for him self and also as Attorney in fact for DONNA R. WHEAT and acknowledged that he signed and sealed the same as his free and voluntary act and deed for him self and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

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

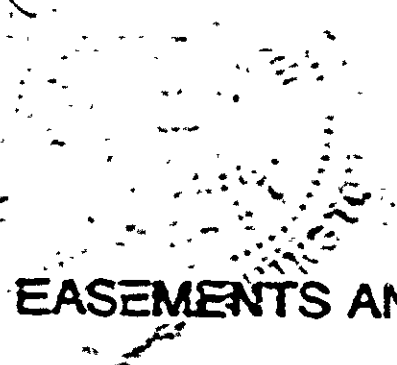
ACKNOWLEDGEMENT,  
INDIVIDUAL AND AS ATTORNEY IN FACT.  
Form No. W. 13.1

Cardace M. Taylor  
Notary Public in and for the State of Washington,  
residing at Mt. Vernon  
January 1, 1997

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 7<sup>th</sup> day of February, 1994, before me personally appeared THOMAS BUGGIA, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he signed said instrument as his free and voluntary act, for the uses and purposes therein stated.

Cardace M. Taylor  
Notary Public in and for the State of Washington, residing at Mount Vernon  
My commission expires 1/1/97  
Cardace M. Taylor



EASEMENTS AND COVENANTS - 3

EXHIBIT ~~2~~ A

THE NORTH ONE-HALF BY AREA OF THE FOLLOWING DESCRIBED TRACT:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 4 EAST W.M., EXCEPT ROADS AND EXCEPT THE WEST 700 FEET OF THE EAST 720 OF THE NORTH 440 FEET OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, AND ALSO EXCEPT THAT PORTION DEEDED TO SHAGIT COUNTY FOR ROAD BY DEED RECORDED SEPTEMBER 28, 1964, AS AUDITOR'S FILE NO. 656409.

AND ALSO THE ENTIRE PORTION OF THE SOUTH 20 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF W.M., LYING WEST OF COUNTY ROAD AS ESTABLISHED ON OCTOBER 13, 1915. ALSO THAT PORTION OF THE SOUTH 20 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF W.M. LYING EAST OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY.

EXCEPTING FROM ALL OF THE PROPERTY ABOVE DESCRIBED THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED FEBRUARY 28, 1962, FILED MAY 10, 1962, AS FILE NO. 621365.

VOL 875 PAGE 612

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BK 1295 PG 0186

Schedule "A-1"

T-63621

DESCRIPTION:

~~An undivided interest in the following described property:~~

PARCEL A:

Lots A, B ~~and~~ <sup>C</sup> D Short Plat No. 11-85, approved March 10, 1986, recorded March 11, 1986 in Volume 7 of Short Plats, page 78, under Auditor's File No. 8603110018 and being a portion of Government Lot 4 in Section 7, Township 36 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over Patrick Lane as shown on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.

PARCEL B:

That portion of Government Lot 3, Section 7, Township 36 North, Range 4 East, W.M., lying South of the Alger-Lake Samish Road No. 277, as conveyed to Skagit County by Deed dated December 10, 1963, recorded December 10, 1963, under Auditor's File No. 644118, and East of the East line of Primary State Highway No. 1.

Situate in the County of Skagit, State of Washington.

W  
H  
C  
D

*Buggia x Wheat*

*EXHIBIT B*

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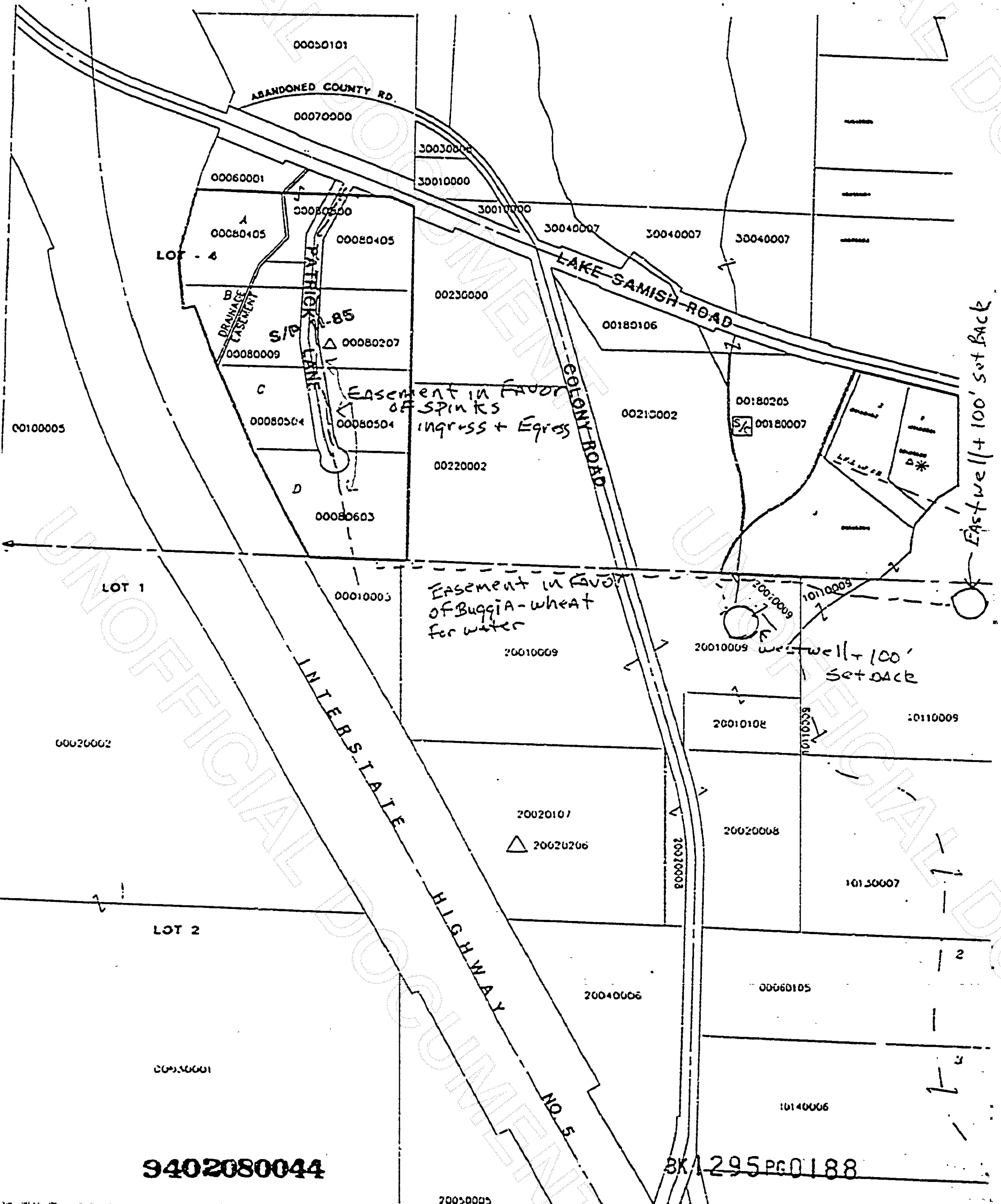
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VOL 952 PAGE 470

VOL 928

BK 1295 PGD 187

EXHIBIT C



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BK 1295 PG 0188

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