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KATRIN HILL
SKAGIT COUNTY RECORDER

'97 AUG 15 P1:30

9708150048

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
COVENANTS; TRANSFER OF INTEREST IN WELL**

Cross References:

Auditor's File Nos: 9402080044 and 9402150001

Legal Descriptions: See Appendixes A, B, and C

Grantors: Richard C. Spink and Ann L. Spink

Grantee: Thomas Buggia

Tax Parcel Nos.: Burdened Parcels: 10110009 and 20010009
Benefitted Parcels:
00060001, 00080405, 00080800, 00080009
00080207, 00080504, 00080603

9708150048

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**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
COVENANTS UNDER AUDITOR'S FILE NOS. 9402080044 AND
9402150001; TRANSFER OF INTEREST IN WELL**

This agreement to amend the Mutual Easements and Covenants, and all amendments thereto, is made this 14th day of August, 1997, between RICHARD C. SPINK and ANN L. SPINK, husband and wife, hereinafter referred to as "Grantors," and THOMAS BUGGIA, Grantee.

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

See Appendix "A" attached

WHEREAS, Grantee is the owner of certain other real property located adjacent to the northwest corner of the Grantors' above-described real property, more particularly described as follows:

See Appendix "B" attached

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

AUG 15 1997

Amount Paid \$
By Skagit Co. Treasurer Deputy
W

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
COVENANTS; TRANSFER OF INTEREST IN WELL**

WHEREAS, Grantors are the owners of two water wells on their property, located approximately as follows:

See Appendix "C" attached

WHEREAS, Grantors and Grantee entered into an agreement entitled Mutual Easements and Covenants, recorded under Skagit County Auditor's File No. 9402080044, hereinafter referred to as "Original Easement," wherein Grantors granted to Grantee a perpetual easement to draw and use the entire supply of water produced by Grantors' wells, described above, subject to certain reservations for use by Grantors, and both parties covenanted to establish a wellhead protection area around each well, described above; and

WHEREAS, the parties amended the Original Easement, recorded under Skagit County Auditor's File No. 9402150001, hereinafter referred to as the "First Amendment," to expand the uses prohibited from being located within the wellhead protection area; and

WHEREAS, the text of the Original Easement and the First Amendment referred to Well No. 1 and Well No. 2, and the map attached thereto referred to an East well and a West well, and the parties had intended to describe Well No. 1 as the East well and Well No. 2 as the West well; and

WHEREAS, the parties hereto desire to further amend the Original Easement and the First Amendment to fully and completely rescind the Grantors' reservation with

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
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regard to the East well, for any and all purposes at any time, but fully retain said reservation as it applies to the West well; and

WHEREAS, the parties further desire to add additional restrictions to the uses which may be located within the wellhead protection area for the East well, which shall be used solely and exclusively by Grantee, by expanding the wellhead protection easement and covenants contained in the Original Easement and First Amendment.

NOW, THEREFORE, in consideration of the mutual easements and covenants and other good and valuable consideration exchanged herein, and receipt of which is hereby acknowledged, the parties agree as follows:

1. Any reference to Well No. 1 in the Original Easement or First Amendment is hereby amended to be referred to as the East well, as identified on the map attached as Exhibit C to the Original Easement and the First Amendment; further, any reference to Well No. 2 in the Original Easement or First Amendment is hereby amended to be referred to as the West well, as identified on the map attached as Exhibit C to the Original Easement and the First Amendment.

2. Grantors hereby grant, assign, and transfer to the Grantee all rights and interest in the East well including, but not limited to and without limitation, the facilities, the right to draw and use the entire supply of water produced by the East Well, described above, without reservation of any kind.

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
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3. Grantors further grant an easement and covenants for protection of the East well by prohibiting certain activity from occurring within a radius of one hundred (100) feet from the East well. Grantors agree and covenant that neither they nor their heirs, successors, or assigns shall construct or maintain, or allow to be constructed or maintained upon said land of Grantors within one hundred (100) feet of the East well herein described, so long as the same is to be operated to furnish water for public consumption, any potential source of contamination, including, but not limited to, sewer lines, privy, septic tanks, drainfields, sewage or manure lagoon or piles, or any other type of sewage or manure receptacle or disposal facility, hazardous waste, garbage of any kind of description, grazing animals, barns, chicken houses, feed stations, stables or any other kind of enclosure for animal or fowl, landfill, underground fuel storage tank, any application of chemicals, herbicides and pesticides and any storage or structure for the storage of said chemicals and materials, structures for or the storage of liquid or dry chemicals, roads, railroad tracks, vehicles, houses or any structures of any kind.

4. Both Grantors and Grantee mutually agree and covenant as follows:

A. To the extent that there is any conflict between either paragraphs 2 or 3 above, and the Original Easement and/or the First Amendment, the terms of this document, the Second Amendment to the Mutual Easements and Covenants, shall control.

B. In the event that there is any conflict between the expanded wellhead protection restrictive covenant for the East well in paragraph 3, above, and the

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
COVENANTS; TRANSFER OF INTEREST IN WELL**

restrictive wellhead protective covenant for the East well in the Original Easements and/or the First Amendment, the more restrictive covenant or interpretation shall control.

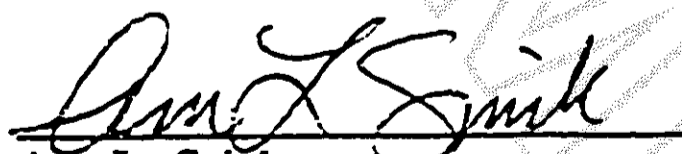
C. All other provisions of the Original Easement and the First Amendment not affected by this Second Amendment shall have full force and effect.

D. The easements, rights, and covenants described herein shall run with the land and shall be binding on all parties, their heirs, successors, and assigns now or ever 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. Each party agrees that either party may further assign or transfer their rights granted hereunder without limitation.

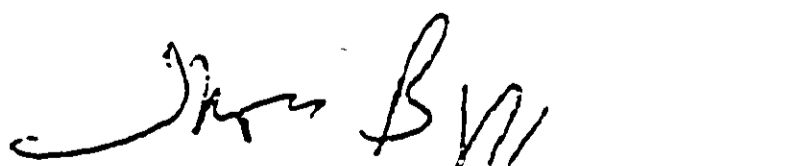
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date first above written.

GRANTORS:


Richard C. Spink


Ann L. Spink

GRANTEE:

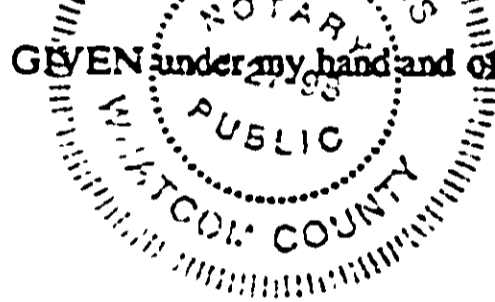

Thomas Buggia

SECOND AMENDMENT TO MUTUAL EASEMENTS AND COVENANTS; TRANSFER OF INTEREST IN WELL

STATE OF WASHINGTON)
County of WHATCOM) ss.

On this day personally appeared before me RICHARD C. SPINK, 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 this 14th day of AUGUST, 1997.

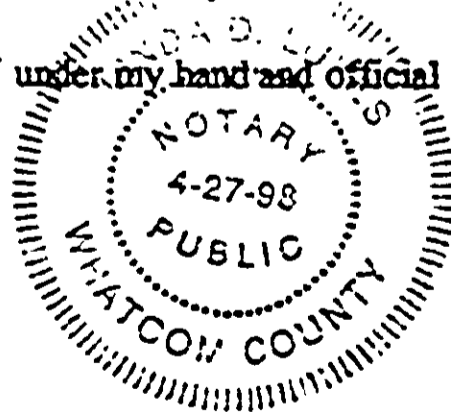


Jinda Dukes
NOTARY PUBLIC in and for the State of Washington, residing at BELLINGHAM
My commission expires: 4/27/98

STATE OF WASHINGTON)
County of WHATCOM) ss.

On this day personally appeared before me ANN L. SPINK, 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 this 14th day of AUGUST, 1997.



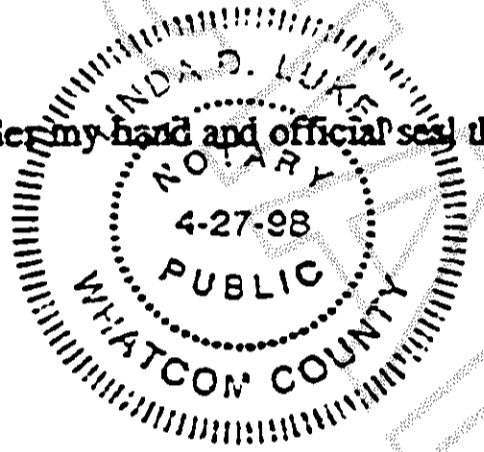
Jinda Dukes
NOTARY PUBLIC in and for the State of Washington, residing at BELLINGHAM
My commission expires: 4/27/98

STATE OF WASHINGTON)
County of WHATCOM) ss.

On this day personally appeared before me THOMAS BUGGIA, 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.

**SECOND AMENDMENT TO MUTUAL EASEMENTS AND
COVENANTS; TRANSFER OF INTEREST IN WELL**

GIVEN under my hand and official seal this 14TH day of AUGUST, 1997.



Wanda D. Luke
NOTARY PUBLIC in and for the State of
Washington, residing at BELLINGHAM
My commission expires: 4/27/98

APPENDIX 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 SNOGIT 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.

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APPENDIX B

Schedule "A-1"

T-63621

DESCRIPTION:

~~Interest in the following described property:~~

PARCEL A:

Lots A, B ~~and~~ 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.

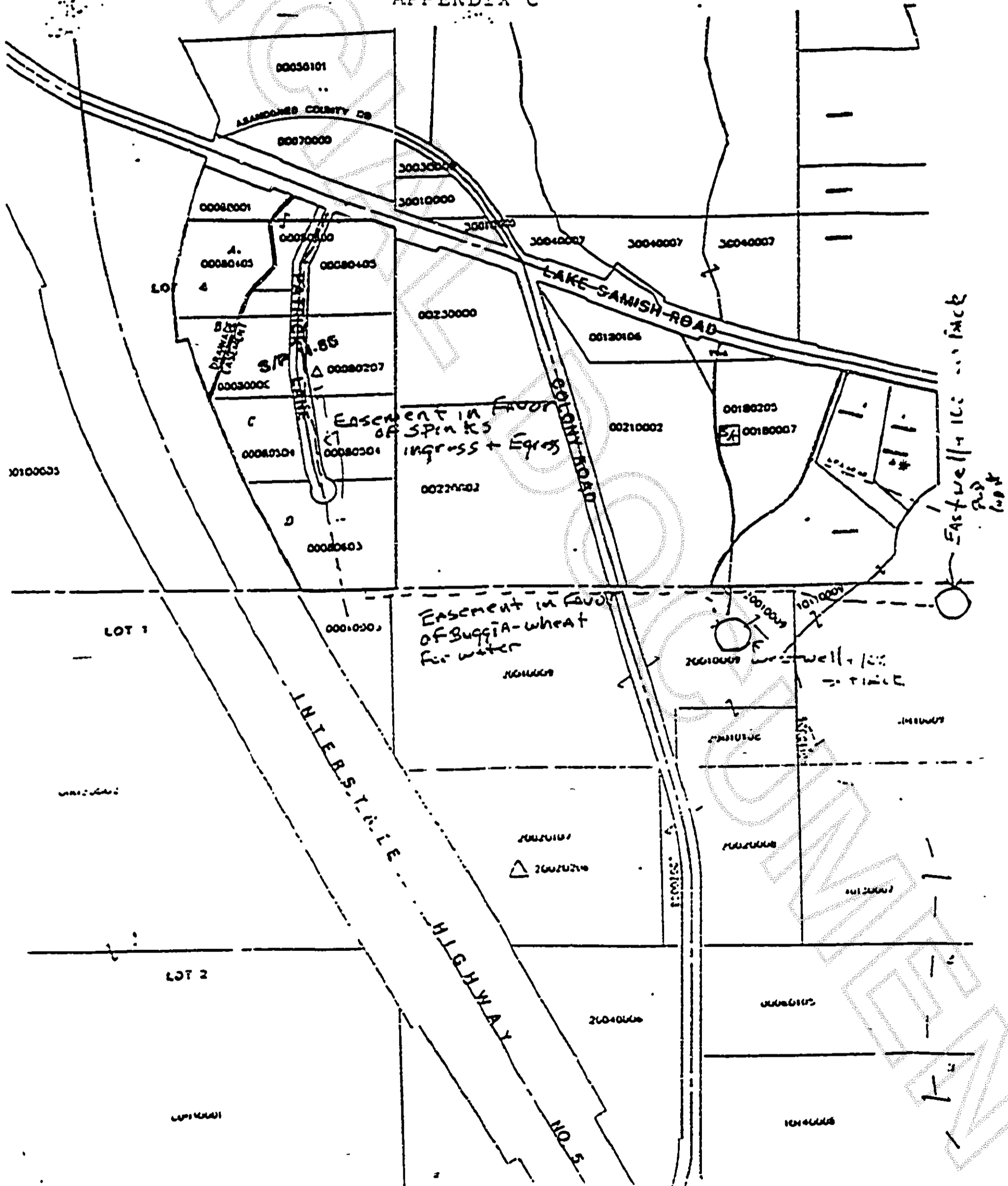
Situate in the County of Skagit, State of Washington.

PARCEL B:

That portion of Government Lot 1, Section 7, Township 36 North, Range 4 East, W.M., lying South of the Alger-Lake Simish 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 West line of Primary State Highway No. 1.

Situate in the County of Skagit, State of Washington.

APPENDIX C



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