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## AGREEMENT RE: REIMBURSEMENT FOR ROAD CONSTRUCTION COSTS

THIS AGREEMENT, dated the 24<sup>TH</sup> day of OCTOBER, 2002, is executed by and between JOHN M LESOURD and CONSTANCE L. LESOURD, husband and wife, ("Lesourd"), and RICHARD R. TRELSTAD and KATHRYN J. TRELSTAD, husband and wife, ("Trelstad").

WHEREAS, Lesourd owns a parcel of real property located in Skagit County, Washington, particularly described in the attached Exhibit B; NW SW 4-33-3 P15398

AND WHEREAS, the Lesourd parcel herein described and the Trelstad parcel herein described abut one another;

AND WHEREAS, a road has been constructed by Lesourd providing access to both the Trelstad parcel and the Lesourd parcel, such road crossing property owned by the Williamson Revocable Living Trust, Robyn Williamson, Trustee, and particularly described in the attached Exhibit C, and which retains non-exclusive use of the easement premises;

AND WHEREAS, the road construction as referred to above has consisted of clearing, hauling, burning and draining the roadway area, then grading, adding pit run and crushed rock for a 14-foot driving surface, at a cost as stated by Lesourd of approximately \$65,000, total, plus the installation of PSE electrical service from Dodge Valley Road north to the Southeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 3 East W.M.;

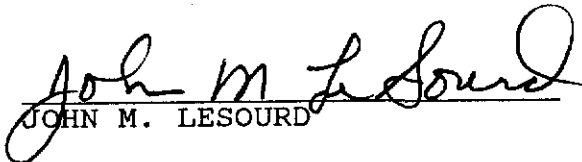
AND WHEREAS, development of the Trelstad property may require additional filling, grading, and drainage in order to meet the applicable Skagit County Road Standards;

AND WHEREAS, Lesourd and Trelstad wish to memorialize an agreement concerning reimbursement by Trelstad to Lesourd for some of the costs of construction the road herein described;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, such consideration being deemed adequate by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Trelstad shall pay for use of the roadway compensation to Lesourd for Trelstad's share of the roadway improvements performed by Lesourd, as follows:
  - a. The sum of \$14,500 in cash, due upon the execution of this Agreement, receipt of which is acknowledged by Lesourd.
  - b. The sum of \$7,000 on or before the first anniversary of the signing of this Agreement, and two additional \$3,500 payments on or before the second and third anniversaries of the signing of this Agreement.
  - c. If Trelstad sells all of his interest in the real property served by the road, then the whole amount of his obligation to Lesourd shall be due and payable at the closing of such sale.
2. Trelstad shall pay for all engineering, legal services, permit application fees, environmental review, Critical Area assessments, mitigation, and construction costs commissioned by him associated with expanding the roadway surface and/or extending underground power or other utility service over the easement across the Williamson property to his property.
3. When Trelstad hooks up to PSE service, Lesourd will be reimbursed by PSE in accordance with PSE policies one-half the installation fee paid for the power vault purchased by Lesourd. Lesourd shall not be charged for additional costs associated with the relocation or replacement of the present PSE power vault for any reason, except Lesourd's intentional or grossly negligent acts which damage the said vault through no fault of Trelstad.

EXECUTED effective on the date first above written.

  
JOHN M. LESOURD

  
CONSTANCE L. LESOURD

  
RICHARD R. TRELSTAD

  
KATHRYN J. TRELSTAD



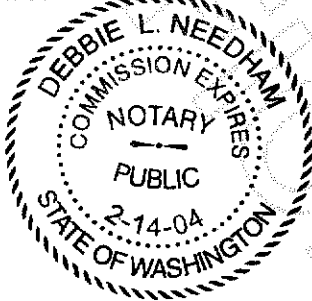
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Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
County of )

I hereby certify that I know, or have satisfactory evidence, that JOHN M. LESOURD is the person 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 25<sup>th</sup> day of October, 2002.



Debbie L. Needham  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Sedro Woolley.  
My commission expires: 2-14-04.

STATE OF WASHINGTON )  
 ) ss.  
County of )

I hereby certify that I know, or have satisfactory evidence, that CONSTANCE L. LESOURD is the person 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 29<sup>th</sup> day of October, 2002.



Diana Falcon Lee  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Mount Vernon.  
My commission expires: 10/29/02.

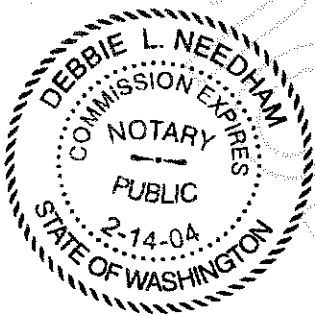


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STATE OF WASHINGTON )  
 ) ss.  
County of )

I hereby certify that I know, or have satisfactory evidence, that RICHARD R. TRELSTAD is the person(s) 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 24<sup>th</sup> day of October, 2002.



Debbie L. Needham

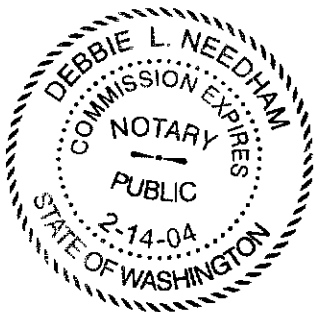
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley. My commission expires: 2-14-04.

STATE OF WASHINGTON )  
 ) ss.  
County of )

STATE OF WASHINGTON )  
 ) ss.  
County of )

I hereby certify that I know, or have satisfactory evidence, that KATHRYN J. TRELSTAD is the person 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 24<sup>th</sup> day of October, 2002.



Debbie L. Needham

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley. My commission expires: 2-14-04.



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EXHIBIT "B"

The Northwest 1/4 of the Southwest 1/4 of Section 4,  
Township 33 North, Range 3 East, W.M. EXCEPT the  
East 1/2 of the East 1/2 thereof.

Situate in the County of Skagit, State of Washington.



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# WILLIAMSON TRUST PROPERTY

## EXHIBIT "C"

The East  $\frac{1}{2}$  of the following described tract:

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 3 East, W.M., EXCEPT the East one rod thereof and EXCEPT the West 20 rods thereof and EXCEPT ditch rights of way.

The South one rod of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , and the East one rod of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 4, Township 33 North, Range 3 East, W.M.; EXCEPT County Road along the South line of said Southwest  $\frac{1}{4}$ .

Situate in the County of Skagit, State of Washington.

### WILLIAMSON EASEMENT PREMISES

The East 30 feet of above described tract in the Southwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 3 East, W.M., Skagit County Washington.



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