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After filing, return to:
Stephen A. Brandli
2397 Turn Point Rd.
Friday Harbor, WA 98250

LAND TITLE OF SKAGIT COUNTY

Well System Agreement

142296-0E

** Re-recorded to add legal descriptions*

DOCUMENT SUMMARY

Grantors: Dreamland Properties, LLC; James E. Turner and June A. Jaeger, husband and wife.

Grantee: Dreamland Properties, LLC; James E. Turner and June A. Jaeger, husband and wife.

Abbrev. Legal Description: Portion of the NE 1/4 NE 1/4 of Sec. 24, and a Portion of the NW 1/4 NW 1/4 of Sec. 19.

Tax Parcel Numbers: P48141, P115707, P115709, P115710

Document Affected: None.

This Well System Agreement is made this 27th day of July, 2012, by Dreamland Properties, LLC, a Washington limited liability company, the current owner of the parcel described in Exhibit 1 attached hereto (the "Northern Parcel"), and James E. Turner and June A. Jaeger, husband and wife, the owners of the parcel described in Exhibit 2 attached hereto (the "Southern Parcel").

WITNESSETH:

WHEREAS there exists a well, well pump, piping, and other infrastructure that conveys well water to the boundary of the Northern Parcel;

WHEREAS there exists an agreement entitled "Modification of Easement Grant," recorded under # 200212020308 in the records of the Auditor of Skagit County, Washington, said agreement conveying to the owners of the Northern Parcel and the Southern Parcel the said well and related infrastructure, and conveying easements benefiting the Northern Parcel and the Southern Parcel for the purpose of ingress and egress for the installation, maintenance and operation of the said well and infrastructure;

WHEREAS there exists an easement benefiting the Northern Parcel and the Southern Parcel over, under, and through Fox Hollow Lane as originally granted in Declaration of Covenants, Conditions, Restrictions and Reservations for Fox Hollow Lane Association, recorded under # 200011210071 in the records of the Auditor of Skagit County, Washington, and confirmed in Restatement of Declaration of Covenants, Conditions, Restrictions, and Reservations for the Fox Hollow Lane Community Association, recorded under #200502070028 in the records of the Auditor of Skagit County, Washington, some of the above-referenced piping existing within said easement;

WHEREAS at the time of execution of this agreement, neither the Northern Parcel nor the Southern Parcel has been developed;

WHEREAS the parties believe that each of the Northern Parcel and Southern Parcel will accommodate a single-family home without subdivision;

WHEREAS the owners of the Northern Parcel and the Southern Parcel, or their heirs, successors, or assigns, may wish to subdivide one or both said parcels to accommodate more than one single-family home; and

WHEREAS the owners of the Northern Parcel and Southern Parcel wish to memorialize their agreements regarding the use, maintenance, and modification of the well, well piping, and related infrastructure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby covenant and agree as follows:

1. PRELIMINARY

In this agreement, the term "Parcels" shall refer to the Northern Parcel and the Southern Parcel, and the term Parcel shall refer to one of them. Each parcel created by subdividing a Parcel shall be termed a Lot. If a Lot is further subdivided, each parcel into which it is subdivided shall still be termed a Lot. After a Parcel is subdivided into Lots, the term Parcel shall refer to all of the Lots that the original Parcel contained.

Where a Parcel or Lot is assigned a right or a responsibility, it shall be understood that this right or responsibility shall inure to the person or persons with the then-present possessory estate in the Parcel or Lot.

A Parcel is "developed" if it includes any use requiring water from the Well System, or if the Well System is being modified to accommodate development of that Parcel or Lot. A Lot is "developed" at the earlier of the time at which the subdivision creating the Lot is complete or the Well System is being modified to accommodate the subdivision creating the Lot.

The term Well System shall refer to the then-existing well, well pump, piping, and related infrastructure. The term Split shall refer to the point in the Well System where the system splits to serve each of the Parcels and/or Lots individually.



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The Well System may be used only for single-family residential use.

2. PRIOR TO DEVELOPMENT

The terms in this Section 2 shall apply to the period when neither Parcel is developed.

2.1. Maintenance and Testing

Neither Parcel shall have any required responsibilities regarding the Well System. Any person with a present possessory interest in a Parcel wishing to test or repair the Well System may do so at his or her own expense.

2.2. Modification

Except in anticipation of development, no Parcel may modify the Well System without the express, written approval of the other Parcel. This approval shall expressly apportion the costs of the modification.

3. SINGLE PARCEL DEVELOPMENT

This Section 3 shall apply during the period when one Parcel is developed for single-family residential use on one lot only, and the other Parcel is undeveloped.

3.1. Development

While developing a Parcel when the other Parcel is not developed, the developed Parcel may, at its own expense, modify the Well System as necessary to prepare it to serve a single family home on the Parcel. While the Parcel is developed and the other Parcel remains undeveloped, the Parcel may continue to modify the Well System from time to time as necessary to serve the Parcel's single family home use. All modifications must be done in a manner that will not preclude or make unreasonably difficult or expensive the future use of the Well System by the other Parcel, provided that the developed Parcel is not responsible for any regulatory bar to the Well System being used in the future for the other Parcel.

It is understood that the Well System may not provide sufficient flow, water pressure, or water quality to cover all reasonable single-family residential uses, and that pumps, tanks, pressure tanks, filters, or other storage, pressurization, and filtering equipment may be necessary to accommodate the reasonable single-family residential use. Any such equipment shall be installed on the developed Parcel. The developed Parcel shall bear the cost of installation, upgrade, testing, maintenance, and repair of this equipment.

3.2. Well System Use

The developed Parcel may use the Well System only for single-family residential use. The developed Parcel shall draw no more than 5000 gallons each day from the well.



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The developed Parcel shall not use the Well System for any outdoor use including but not limited to landscaping, agriculture, pools, and other water features, except that the Well System may be used for hand-watering of landscaping and for outdoor cleaning purposes. However, if the developed Parcel installs an accurate water meter to measure the total water usage by the Parcel, and the water meter is accessible to any person for verification, the developed Parcel may use the Water System for any single-family residential purpose so long as the Parcel does not draw more than 5000 gallons each day from the well.

3.3. Well System Maintenance

The developed Parcel shall be responsible for all upgrade, maintenance, testing, and repair of the Well System. The undeveloped Parcel shall have no responsibilities regarding the Well System whatsoever.

3.4. Reservation of First Use

The Northern Parcel shall not be developed until after the earlier of the following events: (1) The Southern Parcel is developed, (2) August 1, 2013, if the Southern Parcel does not submit an application for a permit to be developed by that date, or (3) August 1, 2015, if the Southern Parcel is not developed prior to that date. The intent of this paragraph is to give the Southern Parcel the first opportunity to hook up to the Well System within the time limits above, giving that Parcel priority should it be determined that a Group B Water System cannot be created pursuant to Section 4 using the Well System.

4. WATER SYSTEM

Where the term Group B System is used in this agreement, it shall refer to a water system required by the State of Washington or Skagit County when a single well is shared by two or more single-family residences. If in the future a different type of water system is so required, the term Group B System in this agreement shall refer to that type of water system.

When a second Parcel or Lot is developed, a Group B system served by the Well System shall be created. This Section 5 governs the creation, upgrade, modification, maintenance, testing, and funding of that Group B System. Once the Group B System is installed and functioning according to this Section 4, then Sections 2 and 3 shall not apply.

In this Section 4, the term "update" or "updating" shall refer to the process of modifying the Group B System to serve more single-family residences than it currently serves.



4.1. Creation

All developed Parcels and Lots shall participate in the creation of the Group B System, except as noted in Section 4.1.a., below. All developed Parcels and Lots shall form an association, consistent with legal and regulatory requirements for associations governing Group B Systems, in which each developed Parcel and Lot has a single vote. The association shall fund and manage the creation of the Group B System. The association may not obstruct or delay unnecessarily the creation of the Group B System if any Parcel or Lot needs the Group B System to obtain development approval.

The Group B System must be designed, constructed, and if possible, certified to serve 8 single-family residences with a combined water flow of 5000 gallons per day, and shall meet all legal and regulatory requirements imposed by the State of Washington and Skagit County. The Group B System shall provide equal water flow, pressure, and quality to all users. Each Parcel may use no more than 4 hookups on the Group B System.

However, notwithstanding the previous paragraph, a Group B System serving only two Parcels or Lots may be designed and constructed initially to serve only two single-family residences and to meet the minimum requirements for two-hookup public water systems in Skagit County. When a Parcel or Lot is subdivided such that there are more than two Parcels and Lots, the Group B System must then be updated to serve 8 single-family residences as set forth in the previous paragraph.

All developed Parcels and Lots shall share equally in the cost of creation of the Group B System. In addition, all developed Parcels and Lots shall share equally in the cost of updating the Group B System from a system that serves 2 single-family residences to a system that serves 8 single-family residences. To the extent further updating of the Group B System is required to hookup another Parcel or Lot (because legal restraints prevented the Group B System from being certified to serve 8 single-family residences), all developed Parcels and Lots shall participate in the cost of that update equally. The cost of all equipment downstream of the Split in the system shall be paid by the Parcel or Lot served by that equipment.

The Group B System will likely include components, such as a pump house, that will exist somewhere on the Northern and/or Southern Parcel. The parties shall cooperate in determining the most efficient location for these components that does not obstruct any Parcel's or Lot's enjoyment of the property. Priority shall be given to a location within or immediately adjacent to the driveway easement through the Northern Parcel serving the Southern Parcel. Components not designed to serve only a single Lot shall not be contained on any Lot of size two acres or less without the consent of that Lot. A Parcel or Lot containing components of the Group B System shall grant easements allowing access to those components to all of the Northern and Southern Parcels and to the Group B System's association.

Once the Group B System is complete, each developed Parcel (if not sub-divided) and Lot shall be granted a single hookup on that system.



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Development of the Group B System shall not interrupt the supply of water to the Parcel or Lot served directly by the Well System, except that the water supply may be interrupted for a short time (not exceeding one hour) to switch that Parcel's or Lot's supply from the direct line from the well to the Group B System. The Parcel or Lot shall receive 24 hours notice of such an interruption.

4.1.a. Notwithstanding the language in section 4.1, the first Parcel to be developed shall not participate in the cost of creation or update of the Group B System until that Parcel is subdivided, yet shall nevertheless be entitled to a hookup and a vote in the association.

4.2. Subsequent Hookups

If, at any time after the creation of the Group B System, an undeveloped Parcel or Lot is developed, then that development shall trigger a reimbursement requirement pursuant to this subsection 4.2.

The association that creates the Group B System shall carefully document and record all costs associated with creation and update of the Group B System. Such costs shall include those costs necessary for creation and update of the Group B System including but not limited to the design and engineering of the system, regulatory fees, the necessary upgrade of the existing Well System, excavation including the tear up and repair of Colony Road, Fox Hollow Lane, and other easements, the construction of the system's housing, the purchase and assembly of the system components, the hooking up of existing users to the system, and legal fees for easements, a user's agreement, and other necessary legal documents. Payment to any owner or person with an interest in the Parcel or Lot shall not be included. This ledger and documentation of the costs of creating and updating the Group B System shall be given and stored by the association created to govern the system. If this association is not able to present an accurate ledger of all costs of creating and updating the system including documentation supporting all costs, then no participation in the costs of creating and updating the system shall be required to the extent those costs are not recorded and documented. The total of the costs recorded and documented according to this paragraph shall be termed the Total Cost.

When a Parcel or Lot is being developed, the Parcel or Lot shall reimburse the other Parcels and Lots participating in the Group B System. When an undeveloped Parcel is sub-divided, then each new Lot resulting from that subdivision shall owe a reimbursement. When a previously developed Parcel or Lot is subdivided, then each new Lot, except for the first Lot, resulting from that subdivision shall owe a reimbursement, provided that if the developed Parcel being subdivided has had its sharing of the costs of construction and updating deferred, then the first Lot resulting from that subdivision shall also owe a reimbursement.



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The reimbursement owed by each Parcel or Lot shall be the Total Cost divided by the total number of Parcels and Lots that will be participating in the Group B System after the reimbursement, provided that if a Parcel has had its share of the cost of creating and updating the Group B System deferred and has not yet paid its share of this cost, then that Parcel shall not be counted as participating in the Group B System for the purposes of this formula. The total reimbursement shall be paid to the association governing the Group B System, which shall distribute it equally among the Parcels and Lots that were participating in the Group B System prior to the reimbursement. Once the reimbursement is paid, the payer shall be considered as participating in the Group B System, shall be entitled to one hookup, and shall have a single vote in the association. The payer shall not be entitled to the hookup or vote until the reimbursement is paid. If more than one Lot is joining the Group B System at the same time, then the reimbursement shall be calculated by joining one Lot at a time.

In addition to the required reimbursement pursuant to this subsection 4.2, the Parcel or Lot being developed shall pay the incremental costs to create the additional hookup or hookups to the system downstream from the Split in the system. Should the Group B System require modification upstream from the Split to accommodate the additional hookup or hookups, or should there be regulatory costs to certify the additional hookups, then all Parcels and Lots participating in the Group B System shall share equally in those modification costs.

4.3. Group B System Requirements

The Group B System shall comply with all applicable legal and regulatory requirements, including but not limited to state and county statutes, ordinances, and regulatory codes. The Group B System shall provide to each hookup a water flow of 5000 gallons per day divided by the number of hookups, unless applicable laws and regulations limit the flow per hookup further. The Group B System shall provide sufficient water quality, flow and pressure for single-family residential use to every home without the home requiring filters, pumps, or tanks to clean the water or to boost water flow or pressure.

It is understood that the maximum flow allocated to a user of the Group B System may be reduced as Parcels and Lots are subdivided.

4.4. Requirements on Group B System Users

All developed Parcels and Lots (including a Parcel that is having its participation in the cost of creation/updating the Group B System deferred) shall share equally in the costs of maintaining, testing, and repairing the Group B System. These costs include replacement of capital equipment that has failed. The Group B System shall be tested and maintained to meet the legal and regulatory requirements of the system. In addition, the developed Parcels and Lots may vote to maintain and test the system beyond the applicable legal and regulatory requirements, and if so, all users shall share equally in the costs.



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Should legal and/or regulatory requirements require an upgrade of the Group B System, and one of the Parcels has yet to be developed, or this Parcel's cost of creating and updating the Group B System is being deferred, then the cost of the upgrade shall be borne by the other Parcels and Lots and not this Parcel. In any case, these costs shall be recorded and documented and added to the Total Cost as defined in subsection 5.2. Replacement of components with like components shall not be considered an "upgrade" for the purposes of this paragraph.

4.5. Group B System Association and User's Agreement

When the Group B System is created, a Group B System User's Agreement shall be drafted. An undeveloped Parcel shall be consulted regarding the terms of the User's Agreement. The User's Agreement shall not have any terms inconsistent with the agreement herein. In addition, the User's Agreement shall not include different or special terms for a subset of the users of the Group B System except as required herein, and shall require no more than a two-thirds majority vote of the users of the system to modify the User's Agreement.

An undeveloped Parcel not using the Group B System must be notified of the creation and every modification to the Group B System User's Agreement or any other document that governs the use of the system and the rights and responsibilities of its users.

5. DISPUTE RESOLUTION

5.1. Group B System User's Agreement Issues

If a Group B System User's Agreement has been created, then that Agreement shall govern regarding the relationships, rights, and responsibilities between the users of the Group B System and the resolution of disputes regarding the system. Should the Group B System User's Agreement be in some way inconsistent with the terms of the agreement herein, then any user of the Group B System, or an undeveloped Parcel not using the system, may demand that the Group B System User's Agreement be modified to comport with the agreement herein. This demand must be made within six months of receiving notice of the modification. If demand is timely made and the Group B User's Agreement is not modified to comport with the agreement herein within 60 days of the demand, any user of the system and/or the undeveloped Parcel may bring a suit to compel such modification, subject to mediation requirements. Should no demand be made in a timely manner, the right to compel modification to comport to the agreement herein shall be waived.

5.2. Mandatory Mediation

It is acknowledged that this agreement does not anticipate every possible issue that may arise regarding the Well System, and does not specify in detail an appropriate resolution to each issue. If there is no Group B System and there arises a disagreement between the Parcels concerning the Well System, then either party may demand mediation. This demand must be in a written notice to the other Parcel. The parties shall agree on a mediator, or if no agreement can be made, either party may petition the Skagit County Superior Court to appoint a mediator. Mediation shall occur within 30 days of the demand.



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5.3. Failure to Participate

Should any party who, under this agreement, has an obligation to participate in some way in the Well System (e.g. repair the system) fails to participate, the other party or parties may take whatever actions are necessary and required to provide water service as mandated in this agreement. A party may take such actions prior to mediation only if an emergency exists such that failure to take such actions shall prevent adequate water service or shall otherwise endanger the safety and welfare of the occupants of the homes to which the Well System provides water. A party who must take such action may demand any partial reimbursement of his costs as allowed in this agreement from the other party or parties. If mediation has not been accomplished, and the other party disagrees as to the necessity of the actions or as to the reasonable cost of these actions, then mediation shall be completed before the costs shall be due.

5.4. Personal Obligations of Owner

All monies due under this agreement are the personal obligations of the person or persons with a present possessory estate in the Parcel or Lot for which the monies are due.

5.5. Lien

All monies due under this agreement to any party or the association governing the Group B System, together with interest at the highest rate allowable under law, shall immediately be a charge and shall immediately be a continuing lien upon the Parcel or Lot owing the monies. A party owed such monies may foreclose the lien in the Skagit County Superior Court.

5.6. Attorney Fees and Costs

Should any party bring a suit to enforce the terms of this agreement, including foreclosure of a lien mandated in this agreement, the substantially prevailing party shall be entitled to reasonable attorney fees and costs, including those fees and costs incurred on appeal. Only fees and costs incurred after mediation may be recovered, except that a party shall be reimbursed for his successful petition to compel mediation where the other party or parties refuse to mediate or obstruct mediation.

5.7. Collection of Monies Due

Each person with a present possessory estate in the Parcels and Lots for which monies are due hereby expressly vests in the parties to whom the monies are due and their agents the right and power to bring all actions against each such person personally for the collection of such monies due as a debt, and to enforce lien rights granted herein by all methods available for the enforcement of such liens, including foreclosure. The person to whom the monies are due shall have the power to bid at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.



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6. GENERAL PROVISIONS

6.1 Benefits and Burdens Run With The Land

The rights and obligations contained herein shall run with the land and shall be binding upon the Parcels and Lots and each portion thereof and all persons or entities owning, purchasing, leasing, subleasing or occupying any Parcel or Lot or portion thereof; and upon their respective heirs, successors, and assigns.

6.2. Severability

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this agreement or any part hereof, all of which are inserted conditionally on their being held valid in law. And in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this agreement shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

6.3. Duration

This agreement shall be effective so long as both Parcels are undeveloped or any one Parcel or Lot is hooked up to the Well System. This agreement shall terminate when all Parcels and Lots have hooked up to any water system not served by the Well System.

6.4. Modification

This Agreement may not be modified without an express, written amendment signed and verified by all persons with a current or future possessory estate in each of the Parcels and Lots within the original two Parcels. Any such amendment shall be recorded.

6.5. Notice

Any notice required under this agreement to be given to a Parcel or Lot shall be deemed properly given if mailed by ordinary mail to the address at which Skagit County mails tax notices to the Parcel or Lot, and said notices shall be deemed given when deposited in a United States Post Office.

6.6. Persons

Where the term "person" or "persons" is used in this agreement, such term shall include any entity or entities capable of owning real estate in the State of Washington, including but not limited to corporations, limited liability companies, and partnerships, as well as individuals.

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Each of the parties has read the foregoing agreement and agree to the terms contained therein.

DREAMLAND PROPERTIES, LLC

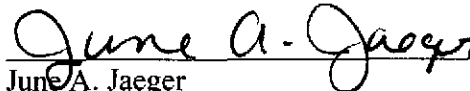
Dated: 7/27/12


By: Stephen A. Brandli, Co-manager

Dated: 7/27/2012


James E. Turner

Dated: 7/27/2012


June A. Jaeger

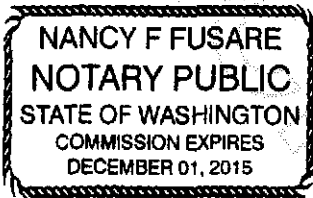


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STATE OF WASHINGTON)
)
) :SS
COUNTY OF SAN JUAN)

I certify that I know or have satisfactory evidence that Stephen A. Brandli is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Co-Manager of Dreamland Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this 27 day of July, 2012.



Nancy Fusare

Print Name: NANCY F. FUSARE
NOTARY PUBLIC for the State of Washington.

My commission expires 12/1/2015

STATE OF WASHINGTON)
)
) :SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that James E. Turner 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: this 27th day of July, 2012.



Karen Ashley

Print Name: Karen Ashley
NOTARY PUBLIC for the State of Washington.

My commission expires 9-11-2014



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STATE OF WASHINGTON)
:SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that June A. Jaeger 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: this 27 day of July, 2012.



Karen Ashley

Print Name: Karen Ashley
NOTARY PUBLIC for the State of Washington.

My commission expires 9-11-2014



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"Tuscany Parcel 1" – Bow, WA

Exhibit 1

That portion of the northeast quarter of the northeast quarter of Section 24, Township 36 North, Range 3 East, W.M., and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M., described as follows:

Beginning of the southeast corner of the northeast quarter of the northeast quarter of said Section 24; thence N88°29'52"W along the south line thereof, a distance of 1248.14 feet; thence N24°28'14"E, a distance of 887.24 feet; thence S88°27'07"E parallel with the north line of said Section 24, a distance of 943.79 feet; thence S11°14'01"W, a distance of 484.14 feet; thence S05°13'21"E, a distance of 341.32 feet to the point of the beginning of this description.

Containing 20.01 acres.

Situated in Skagit County, Washington.

"Tuscany Parcel 2" – Bow, WA

That portion of the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 36 North, Range 3 East, W.M., and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M. described as follows:

Beginning at a point on the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 24 which lies North 88 degrees 29'52" West, a distance of 1248.14 feet from the Southeast corner thereof; thence North 24 degrees 28'14" East, a distance of 887.24 feet; thence South 88 degrees 27'07" East parallel with the North line of said Northeast 1/4 of the Northeast 1/4, a distance of 943.79 feet; thence North 13 degrees 16'20" West, a distance of 511.16 feet to the North line of said Northeast 1/4 of the Northeast 1/4; thence North 88 degrees 27'07" West along said North line, a distance of 1,279.87 feet to the Northwest corner thereof; thence South 00 degrees 41'26" East along the West line of said Northeast 1/4 of the Northeast 1/4, a distance of 1,312.39 feet to the Southwest corner thereof; thence South 88 degrees 29'52" East along South line of said Northeast 1/4 of the Northeast 1/4, a distance of 70.00 feet to the point of beginning of this description.

Containing 20.01 acres.

Situated in Skagit County, Washington.

"Brown Island Lot 53" – Friday Harbor, WA

Lot 53, First Addition to Friday Island Estates, according to the Plat thereof recorded in Volume 2 of Plats, Page 39 and 39A, records of San Juan County, Washington.

Containing 0.93 acres.



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DESCRIPTION:

PARCEL "A":

Lot 1 of that certain Survey recorded August 4, 2000, under Auditor's File No. 200008040117 and being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 36 North, Range 3 East, W.M. and that portion of Government Lot 1 of Section 19, Township 36 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24;
 thence North $88^{\circ}29'52''$ West along the South line thereof, a distance of 1,248.14 feet;
 thence North $24^{\circ}28'14''$ East, a distance of 887.24 feet;
 thence South $88^{\circ}27'07''$ East parallel with the North line of said Section 24, a distance of 943.79 feet;
 thence South $11^{\circ}14'01''$ West, a distance of 484.14 feet;
 thence South $05^{\circ}13'21''$ East, a distance of 341.32 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement 60 feet wide and a 45 foot radius cul-de-sac, all for ingress, egress and utilities, over, under and through the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 36 North, Range 3 East, W.M. and Government Lot 4 of Section 18, and Township 36 North, Range 4 East, W.M., the Northwest $\frac{1}{4}$ of Section 19, Township 36 North, Range 4 East, W.M., the centerline of which is described as follows;

Beginning at the Northwest corner of said Section 19;
 thence South $01^{\circ}10'49''$ East along the West line thereof, a distance of 213.52 feet to Point A and the initial point of this centerline description;
 thence North $38^{\circ}44'16''$ East, a distance of 240.44 feet to the point of curvature of a curve to the right having a radius of 150.00 feet;
 thence along said curve through a central angle of $100^{\circ}26'51''$ and an arc length of 262.97 feet;
 thence South $41^{\circ}00'54''$ East, a distance of 71.72 feet to the point of curvature of a curve to the right having a radius of 256.03 feet;
 thence along said curve through a central angle of $57^{\circ}06'08''$ and an arc length of 255.17 feet;
 thence South $16^{\circ}05'14''$ West, a distance of 552.04 feet to the point of curvature of a curve to the left having a radius of 115.00 feet;
 thence along said curve through a central angle of $118^{\circ}31'25''$ and an arc length of 237.89 feet to the point of reverse curvature with a curve to the right having a radius of 186.85 feet;
 thence along said curve through a central angle of $61^{\circ}56'19''$ and an arc length of 201.99 feet;
 thence South $40^{\circ}29'52''$ East, a distance of 67.47 feet to the point of curvature of a curve to the left having a radius of 150.27 feet;
 thence along said curve through a central angle of $56^{\circ}40'17''$ and an arc length of 148.63 feet;
 thence North $82^{\circ}49'51''$ East, a distance of 98.22 feet to the point of curvature of a curve to the right having a radius of 421.41 feet;
 thence along said curve through a central angle of $55^{\circ}12'12''$ and an arc length of 406.02 feet;



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DESCRIPTION CONTINUED:

PARCEL "B" continued:

thence South 41°57'57" East, a distance of 308.43 feet to the point of curvature of a curve to the left having a radius of 200.00 feet;
thence along said curve through a central angle of 14°11'58" and an arc length of 49.57 feet;
thence South 56°09'54" East, a distance of 159.02 feet, more or less, to the centerline of Colony Road and terminus of this line description.

ALSO beginning at the above described Point A;
thence South 38°44'16" West, a distance of 318.34 feet to the point of curvature of a curve to the left having a radius of 150.00 feet;
thence along said curve through a central angle of 26°30'16" and an arc length of 69.39 feet;
thence South 12°13'59" West, a distance of 289.08 feet to the center of the above described 45 foot radius cul-de-sac and terminus of this line description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

A non-exclusive easement for installation, maintenance and operation of wells, waterlines and appurtenances, over, under and through a strip of land 20 feet wide lying 20 feet South of the hereinafter described Line "A" and a strip of land 60 feet wide lying 20 feet North and 40 feet South of the hereinafter described Line "B".

Line A:

Beginning at the Northwest corner of the Southeast ¼ of the Northwest ¼ of Section 19, Township 36 North, Range 4 East, W.M.;
thence South 86°40'31" East along the North line of said subdivision, a distance of 407.07 feet to the East right of way of Colony Road;
thence Northerly along a curve to the left having a chord bearing of North 21°03'34" East, a radius of 1,175.92 feet, a central angle of 12°27'56", and an arc distance of 255.84 feet to the initial point of this line description;
thence South 74°41'14" East, a distance of 95.56 feet to the terminus of this line description.

Line B:

Beginning at the terminal point of Line "A" above;
thence South 74°41'14" East, a distance of 75.00 feet to the terminal point of this line description.

TOGETHER WITH well protection easements over, under and through a 200 foot diameter circle, the center of which is described as follows:

Beginning at the terminal point of Line "B" above;
thence North 76°11'03" West, a distance of 10.29 feet to an existing well;
thence South 63°25'00" West, a distance of 41.57 feet to a second existing well and center of the circle;
thence North 18°26'04" West, a distance of 42.81 feet to an existing well and center of the third circle.



DESCRIPTION CONTINUED:

PARCEL "C":

A non-exclusive easement for instillation, maintenance and operation of waterlines and appurtenances over, under and through a strip of land 20 feet width lying Westerly of, adjacent to, and contiguous with the Westerly right of way line of Colony Road described as follows:

Beginning at the Northwest corner of the Southeast ¼ of the Northwest ¼ of Section 19, Township 36 North, Range 4 East, W.M.;
thence South 86°40'31" East along the North line of said subdivision, a distance of 341.06 feet to its intersection with the Westerly right of way line of the Colony Road, said point being the initial point of this line description and hereinafter referred to as Point A;
thence Southwesterly along said right of way line of a curve to the right having a chord bearing of South 31°15'05" West, a radius of 1,115.92 feet, a central angle of 05°10'01" and an arc length of 100.63 feet;
thence South 33°50'06" West along said right of way line, a distance of 103.73 feet to the Northerly line of the 60 foot wide easement described in Deed to James Darin Jensen and Amy Louise Jensen, dated September 27, 1999, and recorded under Auditor's File No. 199910060076, and the terminal point of this line description.

TOGETHER WITH a like easement over a strip of land 20 feet wide lying Westerly of, adjacent to, and contiguous with the Westerly right of way line of Colony Road described as follows:

Beginning at Point A described above;
thence Northeasterly along a curve to the left having a chord bearing of North 21°44'05" East, a radius of 1,115.92 feet a central angle of 13°52'07" and an arc length of 270.11 feet to the terminal point of this line description.

Situate in the County of Skagit, State of Washington.



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