



202409250041

09/25/2024 02:46 PM Pages: 1 of 7 Fees: \$309.50
Skagit County Auditor

Recording Requested by, and
When Recorded Return To:

Skagit County
Attn: Brian Adams, Director
Parks & Recreation Department
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY
Contract # C20240470
Page 1 of 7

DOCUMENT TITLE: **TERMINATION OF JOINT WATER WELL AGREEMENT**

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S): AF# 9006270013

GRANTOR(S): **Skagit County**, a political subdivision of the State of Washington.

GRANTEE(S): **Skagit County**, a political subdivision of the State of Washington.

ASSESSOR'S TAX / PARCEL NUMBER(S): P45191 (XrefID: 351013-0-002-0026); and
P45245 (XrefID: 351013-0-045-0009).

ABBREVIATED LEGAL DESCRIPTION:

(8.1500 ac) THE EAST 320 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.; EXCEPT THAT PORTION OF THE WEST 160 FEET OF THE EAST 320 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 20 AND THE WEST LINE OF THE EAST 160 FEET OF GOVERNMENT LOT 1; THENCE SOUTH 1-13-04 WEST, ALONG THE WEST LINE OF THE EAST 160 FEET, A DISTANCE OF 201.43 FEET; THENCE SOUTH 70-16-53 WEST A DISTANCE OF 48.33 FEET; THENCE NORTH 19-43-07 WEST A DISTANCE OF 47.76 FEET; THENCE NORTH 5-56-04 WEST A DISTANCE OF 30.78 FEET; THENCE SOUTH 85-33-48 WEST A DISTANCE OF 94.42 FEET TO THE WEST LINE OF THE EAST 320 FEET OF GOVERNMENT LOT 1; THENCE NORTH 1-13-04 EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 155.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 20; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 2630.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 3-43-01 EAST, THENCE EASTERLY ALONG SAID CURVE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 20 THROUGH A CENTRAL ANGLE OF 3-19-11 FOR A DISTANCE OF 160.04 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHTS OF WAY FOR STATE HIGHWAY 20. SURVEY AF#202312150076; and (0.6300 ac) THAT PORTION OF THE WEST 160 FEET OF THE EAST 320 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 20 AND THE WEST LINE OF THE EAST 160 FEET OF GOVERNMENT LOT 1; THENCE SOUTH 1-13-04 WEST, ALONG THE WEST LINE OF THE EAST 160 FEET, A DISTANCE OF 201.43 FEET; THENCE SOUTH 70-16-53 WEST A DISTANCE OF 48.33 FEET; THENCE NORTH 19-43-07 WEST A DISTANCE OF 47.76 FEET; THENCE NORTH 5-56-04 WEST A DISTANCE OF 30.78 FEET; THENCE SOUTH 85-33-48 WEST A DISTANCE OF 94.42 FEET TO THE WEST LINE OF THE EAST 320 FEET OF GOVERNMENT LOT 1; THENCE

NORTH 1-13-04 EAST, ALONG THE SAID WEST LINE, A DISTANCE OF 155.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 20; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTH, WITH A RADIUS OF 2630.00 FEET TO WHICH POINT A RADIAL LINE BEARS NORTH 3-43-01 EAST, THENCE EASTERLY ALONG SAID CURVE OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 20 THROUGH A CENTRAL ANGLE OF 3-19-11 FOR A DISTANCE OF 160.04 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHTS OF WAY FOR STATE HIGHWAY 20. SURVEY AF#202312150075

TERMINATION OF JOINT WATER WELL AGREEMENT

This Termination of Joint Water Well Agreement (herein "Recission") hereby rescinds, revokes, terminates, supersedes, and replaces that certain Joint Water Well Agreement, dated June 14, 1990 and recorded June 27, 1990 under Skagit County Auditor's File Number: 9006270013 (herein "Terminated Agreement"). A true and correct copy of the Terminated Agreement is attached as Exhibit "A" and incorporated herein.

1. **Background.** Skagit County, a political subdivision of the State of Washington ("Skagit County") owns that certain real property commonly described as 59992 State Route 20, Marblemount, WA 98267 and as Assessor's Parcel No.: P45191 (XrefID: 351013-0-002-0026), herein "party of the first part's property". Skagit County, a political subdivision of the State of Washington also owns that certain real property commonly described as 59968 State Route 20, Marblemount, WA 98267 and as Assessor's Parcel No.: P45245 (XrefID: 351013-0-045-0009), herein "party of the second part's property".

1.1 Prior owners of the party of the first part's property (P45191) and the party of the second part's property (P45245) entered into Joint Water Well Agreement, dated June 14, 1990 and recorded June 27, 1990 under Skagit County Auditor's File Number: 9006270013 (attached and incorporated as Exhibit "A", and is binding on the successor(s) of such parties. As the successor(s) to and as current sole owner of both the party of the first part's property and the party of the second part's property, Skagit County has determined that future water use is available to and will be provided to both of said properties (P45191 and P45245) by the Public Utility District No.1 of Skagit County ("Skagit PUD"), and that there is no longer a need for said Joint Water Well Agreement, and Skagit County desires to rescind, revokes, terminates, supersedes, and replaces that certain Joint Water Well Agreement, dated June 14, 1990 and recorded June 27, 1990 under Skagit County Auditor's File Number: 9006270013, as provided herein:

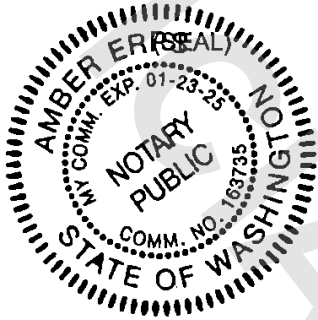
2. **Termination.** The undersigned, Skagit County, a political subdivision of the State of Washington, as sole owner, and the successor to both the "party of the first part" (Grantor) and as also the sole owner and successor to the "party of the second part" (Grantee), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby rescinds, revokes, terminates, supersedes, and replaces that certain Joint Water Well Agreement, dated June 14, 1990 and recorded June 27, 1990 under Skagit County Auditor's File Number: 9006270013 (herein "Terminated Agreement"), effective upon recording of this Recission document.

3. **Governing Law; Venue.** This Recission shall be construed under the laws of the State

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki, and/or Ren Ween is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of September, 2024.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2025

EXHIBIT "A"

Joint Water Well Agreement recorded June 27, 1990 per
Skagit County Auditor's File Number: 9006270013 ("Terminated Agreement").

John Sullivan
P.O. Box 383
Concrete, WA 98237 *W/S* 9006270013

JOINT WATER WELL AGREEMENT

WHEREAS, HELEN PETERSON, a single woman, hereinafter called the "party of the first part", is the owner of the following described real property: The East 160 Feet of Government Lot one(1), Section thirteen (13), Township thirty-five(35) North, Range ten(10) East of the Willamette Meridian, EXCEPT road rights of way.

WHEREAS, MAXINE STICHERY, a widow, hereinafter called the "party of the second part", is the owner of the following described real property: The East 160 feet of the East 320 feet of Government Lot one(1), Section thirteen(13), Township thirty-five (35) North, Range ten (10) East of the Willamette Meridian, EXCEPT road rights of way.

WHEREAS, the parties have jointly used a water well for several years, which is situated on the party of the first part's property; and

WHEREAS, the parties are now desirous of entering into a formal written understanding relating to the use and costs of maintaining such well,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Each party shall have the responsibility for it's own maintenance and piping costs from the well to their respective place of usage.
2. Parties jointly agree and bind their successor in interest to share equally the costs of maintaining said well in a servicable condition with adequate flow for both parties to use for all domestic purposes. Because the well is on first parties property and the electrical expense is billed to her, second party agrees to pay the sum of ~~400.00~~ ^{775.00} per year payable January 1st, which shall

RECEIVED JUN 27 1990
SKAGIT COUNTY AUDITOR
REQUESTED BY

9006270013

WV 910 PAGE 48

constitute second parties share of all these annual and usual expenses, unless first party notifies second party of unusual and necessary maintenance and repair expense, which shall be shared equally in addition thereto. If any maintenance costs remain unpaid at the time one of the parties may sell real property above described or the title to the same be transferred as a matter of law or the property disposed of in any manner, then the amount owed by that party shall be construed as a lien on such property until paid.

3. The party of the second part or her successors has a perpetual license and easement on the property on the parties of the first part's property to go upon and use the same in a reasonable manner to maintain and service said well to the extent that is necessary to produce water as is presently provided to second party, which shall not exceed two gallons per minute. Second party agrees that is all she will be entitled to from this well at any time. In no event shall the second party be entitled to any more than is currently used and with existing water pressure. If the party of the second part or her successors need to go upon or use the party of the first part's property in order to keep the well system in a serviceable manner for her reasonable usage she may do so. These respective license and easements are perpetual and are intended to follow the ownership of the real property, for the life of the well only.

9006270013

vol. 910 MAR 49

4. At any time the parties may mutually abandon the joint usage of said well but such abandonment must be in written form and signed by the parties or their successors.

SIGNED this 14th day of June, 1990.

Maxine Stickney
Helen Peterson

STATE OF WASHINGTON)
COUNTY OF SEASIDE)

On this day personally appeared before me HELEN PETERSON, and MAXINE STICKNEY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 14th day of June, 1990.
[Signature]
Notary Public in and for the State of Washington, residing at Rockport.

9006270C13 VOL 810 PAGE 50