

200303280187
Skagit County Auditor
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Filed at Request of:
Pacific Service LLC
P.O. Box 445
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Grantors: James M. Laurel and Sharon E. Laurel
Grantee: Pacific Service L.L.C.

MAR 28 2003

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

Abbreviated Legal Description:
Parcel "A": Lot 32, Plat of Seaview Div. No. 3
Parcel "B": Lot 36, Plat of Seaview Div. No. 3

FIRST AMERICAN TITLE CO.
A77403E-1

Assessor's Tax Parcel Nos: 4511-000-032-0006 P83604; 4511-000-036-0002 P83608

Septic Drainfield Easement Agreement

This agreement is made this 11th day of January, 2003, by and between James M. Laurel and Sharon E. Laurel, husband and wife, Grantors and Pacific Service LLC, a Delaware Limited Liability Company, Grantee.

Grantors are the owners of that certain real property (Parcel "A") located in Skagit County, Washington, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Grantee is the owner of that certain real property (Parcel "B") located in Skagit County, Washington, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof; together with the septic drainfield area as shown on the face of the plat for the benefit of Parcel "B", as attached hereto and by this reference made a part hereof as Exhibit "C".

Now, Therefore, the undersigned hereby agree as follows:

1. Conveyance of Drainfield Easement. Parcel "A" Owners do hereby convey and grant to Parcel "B" Owner a non-exclusive and perpetual easement over, under and across that portion of Parcel "A" on which an existing septic drainfield serving Parcel "B" has been constructed. Said drainfield lies partially within the drainfield area as shown on the face of the plat and partially within Parcel "A". The portion of said easement that lies within Parcel "A" is fully set forth in the survey and legal description attached hereto and by this reference made a part hereof as Exhibit "D". Parcel "A" Owners grant said Easement for the purposes of operating, using, maintaining and repairing the existing septic drainfield servicing Parcel "B". Parcel "A" Owners may landscape the Easement, provided Parcel "A" Owner's landscaping does not unreasonably interfere with the purposes for which the Easement was granted, and specifically Parcel "A" Owner's landscaping shall not cause unusual root interference with the integrity of the drainfield. As consideration for the granting of this easement by Parcel "A" Owners, Parcel "B" owners agree not to remove living trees having 4 inch or greater trunk diameter (as measured 4 feet above ground level) from the portion of Parcel "B" east of Bay Lane, unless such tree removal is required by government official or licensed septic system designer or otherwise agreed to in writing by the owners of Parcel "A".
2. Maintenance and Construction Costs. Parcel "B" Owner agrees to pay any and all costs associated with the maintenance, repair, installation, use and operation of the septic drainfield within the Easement. Parcel "B" Owner also agrees to restore the Easement including landscaping to the original condition existing prior to such work after Parcel "B" Owner has completed any work on the drainfield. Any maintenance, repair or installation work and the associated restoration will be completed within 30 days of the initiation of such work.
3. Dispute Resolution. Should Parcel "A" Owners and Parcel "B" Owner, their heirs, successors, and assigns, be unable or unwilling to amicably resolve any dispute concerning the Easement, including the interpretation of this document, then the Owners of Parcels "A" and "B", their heirs, successors, or assigns herein shall submit the matter to binding arbitration under the Rules of Mandatory Arbitration for Skagit County Superior Court, Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and that they result reached in such arbitration shall be binding and not appealable. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit/arbitration.
4. Successors/Assigns. The benefits, burdens and covenants created by this document and the Easement herein shall be deemed to run with the land and bind and burden Parcel "A" and benefit Parcel "B", the parties hereto and their



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UNOFFICIAL DOCUMENT

respective heirs, successors and assigns, and all persons possessing the property by, through or under, the hereto or their respective heirs, successors and assigns.

5. Reciprocal Indemnity/Hold Harmless. Parcel "B" Owners shall save and hold harmless the Parcel "A" Owners from all liability, expense and cost associated with the use of the Easement herein by Parcel "B" Owners, their guests, invitees, employees, heirs, successors and assigns. Parcel "A" Owners shall repair, at their sole expense, any damages to the drainfield, within the Easement, on Parcel "A" caused by Parcel "A" Owners' improvement or use of said Easement, excluding such damages as may be caused by root interference.
6. Entire Agreement. There are no verbal or other agreements that modify or affect this agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the State of Washington.

GRANTORS:

James M. Laurel
James M. Laurel

Sharon E. Laurel
Sharon E. Laurel

GRANTEE:

PACIFIC SERVICE LLC

By:

Charles Barefield
Charles Barefield, Managing
Member

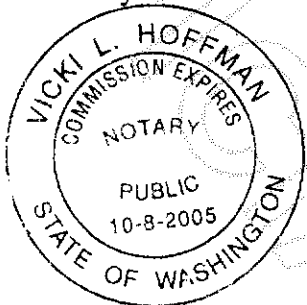


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

This is to certify that on the 26th day of ~~January~~ ^{MARCH}, 2003, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came James M. Laurel and Sharon E. Laurel, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

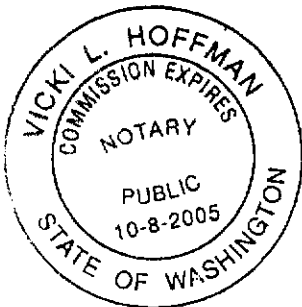


Vicki L. Hoffman
Print Name: VICKI L. HOFFMAN
Notary Public in and for the State of
Washington, residing at ANACORTES
My appointment expires 10-8-05

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

This is to certify that on the 26th day of ~~January~~ ^{MARCH}, 2003, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Charles Barefield, personally known or having presented satisfactory evidence to be the Managing Member of the entity described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed on behalf of Pacific Service LLC a Delaware Limited Liability Company for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.



Vicki L. Hoffman

Print Name: VICKI L. HOFFMAN
Notary Public in and for the State of
Washington, residing at ANACORTES
My appointment expires 10-8-05



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EXHIBIT "A"

Lot 32, "PLAT OF SEAVIEW DIVISION NO. 3", according to the plat thereof, recorded in Volume 14 of Plats, pages 99 and 100, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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EXHIBIT "B"

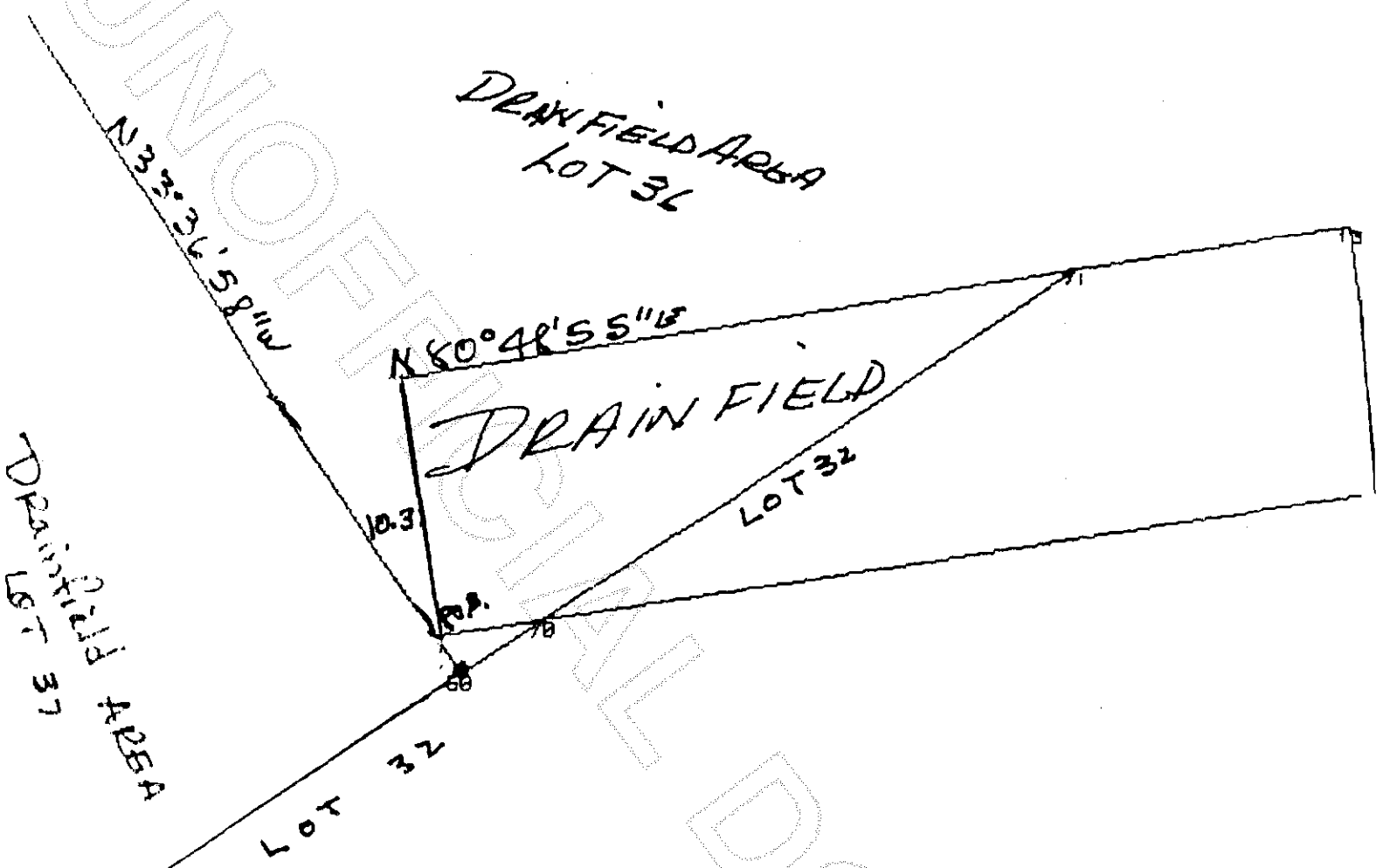
Lot 36, "PLAT OF SEAVIEW DIVISION NO. 3", as per the plat recorded in Volume 14 of Plats, Pages 99 and 100, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.



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NO SCALE

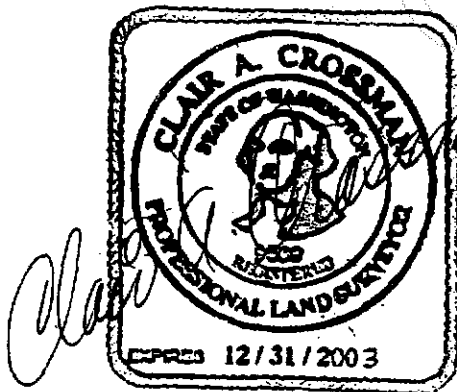


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EXHIBIT "D"

An easement for a septic drainfield on lot 32, plat of Seaview Division No. 3, as recorded in volume 14 of plats, on pages 99 and 100 of plats, records of Skagit County Washington, described as follows.

*Commencing at the Northeast corner of said lot 32;
Thence S 83°36' 05" W 97.96 feet to a corner common to lots 32 and 33;
Thence S 56°23' 02" W 141.96 feet along the line common to lots 32 and 33 to the point of beginning;
Thence N 80°48' 55" E 10.06 feet;
Thence S 7°22' 48" E 9.60 feet;
Thence S 81°09' 59" W 30.48 feet to the lot line common to lots 32 and 33.
Thence N 56°23' 02" E 22.75 feet along said lot line to the point of beginning.*



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