FILED FOR RECORD AT THE REQUEST OF/RETURN TO:

Cavolyn Lloyd 3917 montgomery ct mt Vernon Wa 98274 200503040111 Skagit County Auditor

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7 12:48PM

EASEMENT AGREEMENT FOR SEWER

Grantor (s) CAROLYN LLOYD, a unmarried woman as her separate property ANDREW M. PLOEG & ETHEL M. PLOEG, husband and wife

Grantee (s) GREG KREIDER & DAWNELL KREIDER, husband and wife

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal: Lot 1 Burlington Short Plat Burl-6-00;

Lot 2 Burlington Short Plat No. BU-06-98;

Ptn West ½ of Tract 81 "PLAT OF THE BURLINGTON ACREAGE

PROPERTY

Additional Legal on page(s)

Assessor's Tax Parcel No's: 3867-000-081-0900, P118557 (Lloyd); 3867-000-081-0300, P114120 (Ploeg); 3867-000-081-0107, P62833 (Kreider)

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between CAROLYN LLOYD, a unmarried woman as her separate property and ANDREW M. PLOEG & ETHEL M. PLOEG, husband and wife, (hereinafter "Grantors") and GREG KREIDER & DAWNELL KREIDER, husband and wife, (hereinafter "Grantees"). In consideration of the mutual promises and covenants herein and for ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Grantees hereby agree as follows:

1) CAROLYN LLOYD, a unmarried woman as her separate property, is the owner of the following described parcel of property in Skagit County, Washington: (hereinafter "Lloyd Parcel"):

Lot 1, Burlington Short Plat No Burl-6-00, approved November 2, 2001, recorded November 2, 2001, under Skagit County Auditor's File No. 200111020039, and being a portion of Tract 81, "PLAT OF THE

Easement for Sewer

BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

2) ANDREW M. PLOEG & ETHEL M. PLOEG, husband and wife are the owners of the following described parcel ("Ploeg Parcel"):

Lot 2, Burlington Short Plat No BU-06-98, approved December 16, 1998, recorded December 23,1998 in Volume 13 of Short Plats, pages 195 and 196, under Auditor's File No. 9812230107, and being a portion of Tract 81, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

3) GREG KREIDER & DAWNELL KREIDER, husband and wife are the owners of the following described parcel ("Kreider Parcel"):

The South 7 acres of the following described tract:

The West ½ of Tract 81 of "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington,

EXCEPT the East 31.1 feet thereof;

EXCEPTING from the said South 7 acres above described, that portion lying within the following description:

Beginning at the Southwest corner of said Tract 81; thence North along the West line of said tract, 291.55 feet; thence South 89°28' East 331.17 feet parallel with the South line of said Tract; thence North 0°04' West 213.45 feet parallel to the East line of said Tract; thence South 89°28' East 272.30 feet; thence South 0°04' East 505 feet to the South line of said Tract; thence North 89°28' West 603.81 feet to the point of beginning;

AND ALSO EXCEPT the North 95 feet of the West 230 feet thereof.

Situate in the County of Skagit, State of Washington.

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4) SEWER EASEMENT: The Sewer Easement conveyed herein is more particularly described as follows:

A non-exclusive easement for installation, maintenance and repair of a sanitary sewer pipe necessary for the transmission of sewage.

Which easement is over, under and across the North five (5) feet of the Lloyd Parcel and the South five (5) feet of the Ploeg parcel.

SUBJECT TO easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

- 5) TERMINATION OF EASEMENT AGREEMENT: This Easement Agreement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Grantors and Grantees, or by the operation of law.
- 6) OBLIGATIONS OF GRANTEES: Any use of the Sewer Easement by the Grantees shall be at the sole cost and expense of the Grantees. In the event any repair, installation or maintenance of improvements is required for the proper operation of the sewer pipe, the Grantees shall be solely responsible for the cost of such repair, installation or maintenance. Any work performed by Grantee pursuant to this Easement Agreement shall be performed by a licensed and bonded contractor with experience in such work and performed in a timely and professional manner. Following completion of any work, Grantee shall be solely responsible for the cost of restoring the Lloyd and Ploeg Parcels to their original condition within thirty (30) days.
- 7) INDEMNIFICATION: Grantees agree to indemnify and save harmless Grantors against and from any and all liability, loss, costs and expense of whatever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Sewer Easement by, or the presence thereon of, Grantees, grantees' agents, contractors, servants or licensees. Grantees shall reimburse Grantors for any and all costs now or hereafter incurred by Grantors, including attorney's fees, which costs arise out of or relate to the creation, recording or continued existence of this Easement Agreement.

Grantee covenants and agrees to pay in full for all materials adjoined or affixed to the Sewer Easement and to pay in full all persons who performed labor upon said Sewer

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Easement, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Sewer Easement for any work done or material furnished thereon at the instance or request or on behalf of Grantee; and Grantee agrees to indemnify and hold harmless Grantor against and from any and all liens, claims, demands, costs and expenses of whatever nature in any way connected with or growing out of such work done, labor performed or materials furnished.

- 8) GRANT OF SEWER EASEMENT: CAROLYN LLOYD, a unmarried woman as her separate property, and ANDREW M. PLOEG & ETHEL M. PLOEG, husband and wife, hereby grant and convey, to GREG KREIDER & DAWNELL KREIDER, husband and wife, the Sewer Easement, over under and across the Lloyd Parcel and the Ploeg Parcel, which Sewer Easement is more particularly described above.
- 9) SUCCESSORS: This Easement Agreement is to be held by the owners of the Lloyd, Ploeg & Kreider Parcels, their heirs and successors and assigns as appurtenant to the Lloyd, Ploeg & Kreider Parcels. The benefits, burdens and covenants of this Easement Agreement shall be deemed to run with the land and bind the owners of the Lloyd, Ploeg & Kreider Parcels, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 10) COSTS AND ATTORNEYS' FEES. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

Dated this 28 day of January

SKAG!T COUNTY WASHINGTON
Real Estate Excise Tay

200

MAR 0 4 2005

Amount Paid \$ 159.88
Skagit County Treasurer
By: Man Deputy

LLOYD PARCEL

CAROLYN LLOYD

Easement for Sewer

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PLOEG PARCEL

Andrew M. PLOEG

Etho M Ploeg ETHELM. PLOEG

KREIDER PARCEL

GREG KREIDER

DAWNELL KREIDER

State of Washington) ss

County of Skagit)

I certify that I know or have satisfactory evidence that CAROLYN LLOYD is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



10m

(Signature)
NOTARY PUBLIC
DENNIS E. BOE

Print Name of Notary

My appointment expires

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State of Washington)	
41 - 20)	SS
County of Skagit)	

I certify that I know or have satisfactory evidence that ANDREW M. PLOEG is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



(Signature)
NOTARY PUBLIC
DENNIS E. BOE

Print Name of Notary
My appointment expires 107 AUT

State of Washington) ss County of Skagit)

I certify that I know or have satisfactory evidence that ETHEL M. PLOEG is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



(Signature)

NOTARY PUBLIC DENNIS E. BOE

Print Name of Notary

My appointment expires

Easement for Sewer

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State of Washington)	
County of Skagit)	SS

I certify that I know or have satisfactory evidence that GREG KREIDER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

PALECK
PALECK

OH PW

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Dated: January 25,2005

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(Signature)

NOTARY PUBLIC MARCIE K. PALECK

Print Name of Notary
My appointment expires: 10(15/08

State of Washington) ss County of Skagit)

I certify that I know or have satisfactory evidence that DAWNELL KREIDER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: YEMMINAY 25 2005

(Signature)

NOTARY PUBLIC

MARCIE K. PALECK

Print Name of Notary

My appointment expires: 1015/08

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