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Document Title:

Permissive Use/HOLD HARMLESS Agreement

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_

1. Skagit County Sewer Dist No 1

2.

Grantee(s):

additional grantee names on page \_\_\_

1. Brevoort, William H

2. Brevoort, Margaret E

Abbreviated legal description:

full legal on page(s) \_\_\_

Lot 7 Fahten's Snee-oosh

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_

P 65272

PERMISSIVE USE/HOLD HARMLESS AGREEMENT

This AGREEMENT is made as of this 21<sup>st</sup> day of JULY, 2005, by and between Skagit County Sewer District No. 1 ("District") and BREVOORT FAMILY, LLC ("Owners"). By WILLIAM H. BREVOORT who own certain real property located at LOT #7 Deep Point, La Conner, Washington, identified by Skagit County records as Parcel No. LOT #7 Deep Point MARGARETE BREVOORT ("Property").

For and in consideration for the mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

1. Owners acknowledge that they have constructed a Bridge (EXHIBIT A+B) on the Property which encroaches upon an easement benefiting the District. The District acknowledges that that said encroachment is with the permission of the District.

2. The parties agree that the Bridge (EXHIBIT A+B) and any encroachment on the District's easement shall be removed on demand by the District at no cost or expense (including but not limited to attorneys' fees) to the District for any reason or in the event such removal is necessary for constructing, maintaining and/or repairing District property located within the easement. The District shall give Owners 30-days written notice prior to requiring the removal of the encroachment and bridge (EXHIBIT A+B)

3. Except to the extent caused by the District's negligence, the District shall not be liable for any injury to any person or for any loss of or damage to any property occurring on or about the Property from any cause associated with the Bridge (EXHIBIT A+B) and the encroachment onto the District's easement. Except to the extent caused by the District's negligence, the Owners hereby agrees to indemnify and hold harmless the District, its officials, officers, employees and agents against all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by the District from any actual or alleged injury to any person or from any actual or alleged loss of or damage to any property caused by or resulting from any act or omission of Owners, or any agent, employee, guest, invitee or visitor of Owners arising from the construction of the bridge (EXHIBIT A+B) or the encroachment onto the District's easement.

4. This Agreement touches and concerns the Property, and shall run with the land and be binding upon and inure to the benefit of the successors, and assigns of the parties.

DATED this 21<sup>st</sup> day of July, 2005.

DISTRICT:

By: Ray Horn  
Its: Chairman

OWNERS:  
BREVOORT FAMILY, LLC  
William H. Brevoort  
Margaret E. Brevoort



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT )

On this 9<sup>th</sup> day of August, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Horn to me known to be the District Manager of the Skagit County Sewer District No. 1, a Washington municipal corporation, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public  
State of Washington

(SEAL)

MARIE E. DUNBAR  
My Commission Expires  
August 27, 2007

Marie E. Dunbar  
NOTARY PUBLIC in and for the State of  
Washington, residing at La Conner  
My Commission Expires: 8-27-07

X Hawaii  
STATE OF WASHINGTON)  
Hawaii) ss.  
COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of July, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William H Brewster & Margaret E. Brewster the Owner(s) that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Owner(s), for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

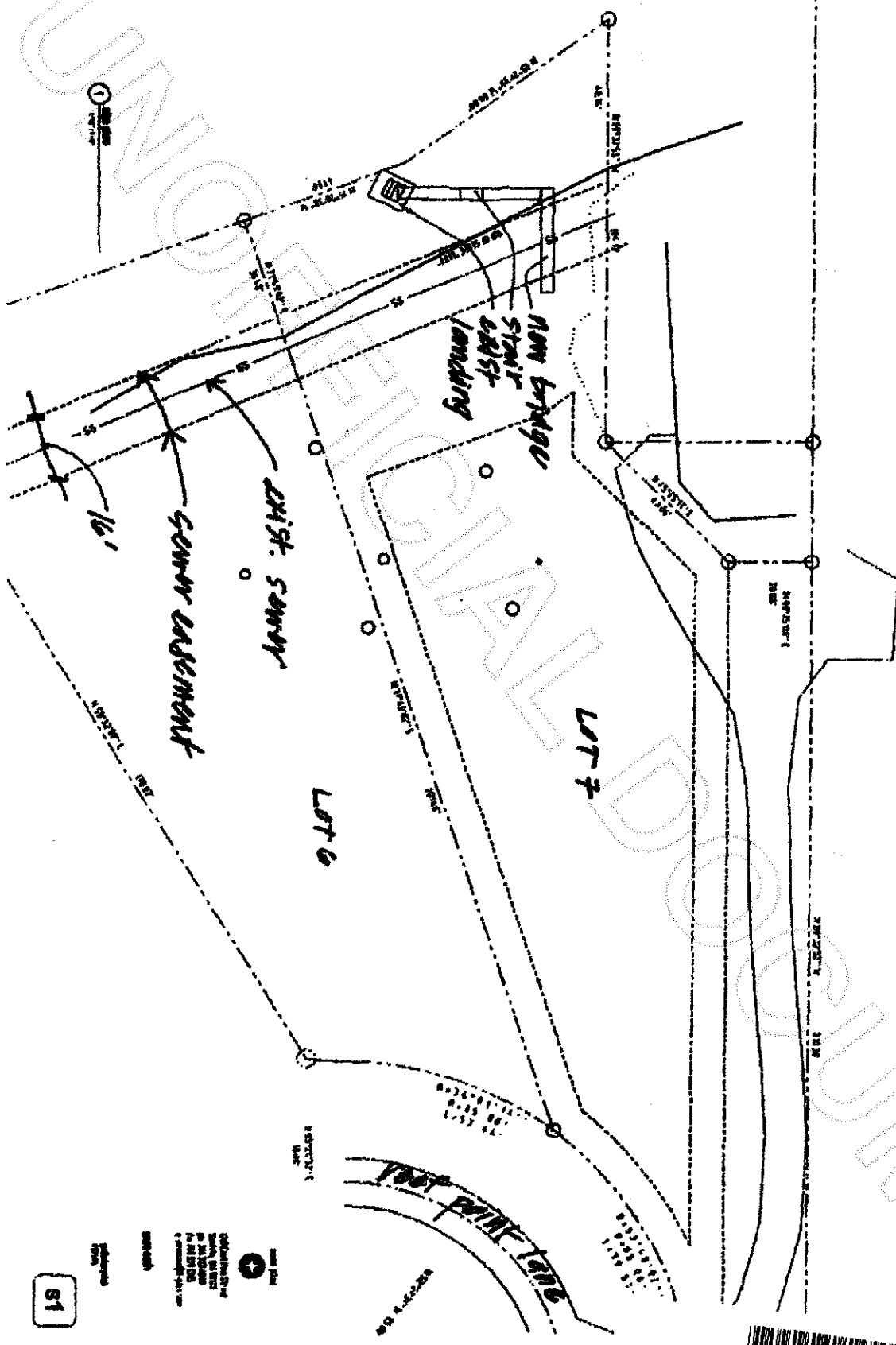
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)



Shanna Baird  
NOTARY PUBLIC in and for the State of Hawaii  
Washington, residing at Hawi, Hawaii  
My Commission Expires: 8/15/07





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