



200601130233  
Skagit County Auditor

1/13/2006 Page 1 of 8 4:04PM

WHEN RECORDED RETURN TO:  
**Washington Federal Savings**

PO Box 527

Burlington, WA 98233

ATTN:

LAND TITLE OF SKAGIT COUNTY

LOAN NO. 312952-5



**Washington Federal Savings**

**WASHINGTON STATE RECORDING  
COVER SHEET**

**DOCUMENT TITLE:** Indemnity and Hold Harmless Agreement

**REFERENCE NUMBER OF RELATED DOCUMENT:**

**GRANTOR(S):** Gary and Gail Lohman

**ADDITIONAL GRANTORS ON PAGE N/A OF DOCUMENT.**

**GRANTEE(S):** Kirk M and Jennifer A Damon

**ADDITIONAL GRANTEES ON PAGE N/A OF DOCUMENT.**

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 1, "Ershig by the Tracks

**ADDITIONAL LEGAL DESCRIPTION ON PAGE(S) 1 OF DOCUMENT.**

**ASSESSOR'S TAX/PARCEL NUMBER(S):** 4871-000-001-0000

## INDEMNITY AND HOLD HARMLESS AGREEMENT

### Parties

This agreement is entered January 12<sup>th</sup>, 2006, by and between Gary Lohman and Gail Lohman, husband and wife (hereafter referred to as "Lohman"), and Kirk M. Damon and Jennifer A. Damon, husband and wife (hereafter referred to as "Damon").

### Property

This agreement relates to Damons' proposed purchase of real property owned by Lohman located in Skagit County, Washington, and described as:

Lot 1, ERSBIG BY THE TRACKS, as per plat approved and recorded September 19, 2005, under Auditor's File No. 200509190241, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO a non-exclusive easement for ingress, egress and utilities and emergency vehicle turn around delineated as "ERSBIG BY THE TRACTS LANE (PVT.)" on the face of said plat.

Tax Acct. No. 4871-000-001-0000/ P123339

### Purpose

As further inducement to Damons to finalize their proposed purchase of the above referenced real estate, Lohmans have agreed to assume all risk and costs of defending against enforcement of any private restrictive covenants, easements or other private encumbrances on the use, development and occupation of the property, EXCEPT for those encumbrances Damons have agreed to accept.

The encumbrances Damons have agreed to accept are set forth in the preliminary commitment for title insurance issued by Land Title Company under Order No. 119563-P. A copy of the encumbrances is attached hereto as EXHIBIT I.

The agreement to assume costs, expenses and any loss in value attributable to such unaccepted private encumbrances is limited to claims brought or attempted enforcement actions initiated within six years of the date set forth above.

### Indemnity and hold harmless.

Gary Lohman and Gail Lohman, husband and wife, agree to indemnify Kirk M. Damon and Jennifer A. Damon, husband and wife, and hold them harmless from any claims for damages arising out the enforcement or attempted enforcement of any private restrictive covenants, easements, maintenance obligations, or other private encumbrances or restrictions on the use, occupation, and development of the above described real property, EXCEPT FOR those easements, restrictions and other encumbrances shown as Exceptions "A" through "K" on Schedule "B-1" of Land Title Commitment Number 119563-P. Damons have agreed to take title to the property subject to the easements, restrictions and other encumbrances appearing as Exceptions A-K on that Land Title



Company Commitment. A copy of said Schedule "B-1" is attached hereto as EXHIBIT I.

This indemnity and hold harmless agreement extends to include all expenses in defending against any such claims or attempts to enforce any such restrictive covenants, easements, or other private restrictions on use, occupation, or development of the property described above, including attorneys' fees, whether or not suit is filed. The agreement also includes the obligation to compensate Damons for any loss in value of the property if any person or entity is successful in enforcing any such private restriction or encumbrance.

If any such claim or attempted enforcement action is brought or commenced, Lohmans shall assume the primary responsibility for paying expenses of defense. Damons shall not be required to pay defense costs and then seek reimbursement from Lohmans. The obligation to assume and pay defense costs shall not depend on whether the claim or attempted enforcement action appears to be valid or have any prospect of success. The obligation to pay costs of defending against even apparently frivolous claims shall be Lohmans.

PROVIDED HOWEVER, Lohmans' obligations under this agreement shall be limited to any claims or enforcement actions brought or commenced within six (6) years of the date of this agreement. A claim or enforcement action shall be considered brought or commenced if a written claim is delivered to Damons or any attempted action to enforce any such private restriction or easement is made in writing, whether or not suit is filed.

AND PROVIDED HOWEVER, that Lohmans' obligations under this agreement are contingent upon and become binding upon Damons' taking title to the property

AND PROVIDED FURTHER, Lohmans' obligations under this agreement, or, in the event of their death, the obligations of their estate(s), are limited to the Damons personally or, in the event of their death, their heirs. The provisions of this agreement are intended to establish rights and obligations between the parties personally. It is not intended that they bind or run with the land.

Gary Lohman  
Gary Lohman

1/12/06  
Date

Gail Lohman  
Gail Lohman

1-12-06  
Date

Kirk M. Damon  
Kirk M. Damon

1/12/06  
Date

Jennifer A. Damon  
Jennifer A. Damon

1/12/2006  
Date



EXCEPTIONS:

A. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

For:	Pole line right of way
In Favor Of:	Pacific Telephone & Telegraph Co.
Recorded:	September 10, 1912
Auditor's No.:	92839, in Volume 90 of Deeds, page 211
Affects:	

24 poles to be set 5 feet East of the East line of the right of way of the Great Northern Railway Co. The grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission line or lines upon or over said property, parallel with and within one thousand (1000) feet of the lines placed by the Telephone Company, or for the erection or maintenance of any such line or lines across the Telephone Company's lines placed upon said right of way at an angle of less than 35 degrees.

B. Provisions and conditions set forth on the face of the Short Plat, as follows:

- 1.) Zoning – Rural (RU 5.0)
- 2.) Short Plat Number and date of approval shall be included in all deeds and contracts;
- 3.) Sewer – Individual septic tanks;
- 4.) Water – Private wells;
- 5.) Roads – All maintenance and construction of private roads are the responsibility of the lot owners and the responsibility of maintenance shall be in direct relationship to usage of road.

C. NOTICE OF MORATORIUM ON NON-FORESTRY USE OF LAND:

Recorded:	October 23, 2003
Auditor's No.:	200310230066

Continued



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## EXCEPTIONS CONTINUED:

## D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Energy, Inc., a Washington corp.  
Purpose: Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to: Underground facilities.

Area Affected:

Easement No. 1: All streets and road rights-of-way as now or hereafter designed, platted, and/or constructed within the above described property. (When said streets and road are dedicated to the public, this clause shall become null and void.)

Easement No. 2: A strip of land 10 feet in width across all lots, tract and open spaces located within the above described property being parallel to and coincident with the boundaries of all private/public street and road rights-of-way.

Dated: June 27, 2005  
Recorded: July 5, 2005  
Auditor's No.: 200507050153

## E. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF

Recorded: August 29, 2005  
Auditor's File No.: 200508290043

## F. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF

Recorded: September 19, 2005  
Auditor's File No.: 200509190238

## G. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN OPERATION &amp; MAINTENANCE MANUAL AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Owners and future owners Lots 1, 2, 3, 4 and 5 Plat of Ershig by the Tracks  
For: The stormwater collection system and detention system  
Dated: August 16, 2005  
Recorded: September 19, 2005  
Auditor's No.: 200509190239

## H. PROTECTED CRITICAL AREA SITE PLAN AND/OR EASEMENT, AND THE TERMS AND CONDITIONS THEREOF

Executed By: Gary Lohman & Gail Lohman  
Recorded: September 19, 2005  
Auditor's File No.: 200509190240



Continued

## EXCEPTIONS CONTINUED:

## I. NOTES CONTAINED ON THE FACE OF SAID PLAT, AS FOLLOWS:

- 1.) Plat name and date of approval shall be included in all deeds and contracts;
- 2.) All private road, easements, community utilities and properties shall be owned and maintained by separate corporate entity or the owners of property served by the facility and kept in good repair and adequate provisions shall be made for appropriate pro-rate contributions for such maintenance by any future land divisions that will also use the same private road.  
In no case shall the county accept a dedication or any obligation as to any such road, street, and/or alley until the same and all roads, streets, and/or alleys connecting the same to the full current county road system have been brought to full. Current county road standards and a right-of-way deed has been transferred to and accepted by the county.
- 3.) Basis-of-bearings – Assumed S00°22'11"W on the East line of the Northeast ¼ of Section 11;
- 4.) Zoning/Comprehensive Plan Designation – Rural Reserve (RRV);
- 5.) Sewer – Individual on-site sewage disposal systems. Alternative systems are proposed for this long plat (card) which may have special design, construction, and maintenance requirements. See Health Officer for details.
- 6.) This survey was accomplished by field traverse using: 3 Second or better Digital Electronic Total Station, and meets or exceeds the standards contained in WAC 332-130-090.
- 7.) No building permit shall be issued for any residential and/or commercial structures which are not, at the time of application, determined to be within an official designated boundary of a Skagit County Fire District.
- 8.) A Skagit County address range has been applied to the road system in this subdivision, at the time of application for building and/or access, Skagit County GIS will assign individual addresses in accordance with the provisions of Skagit County Code 15.24 Change in location of access, may necessitate a change of address. Contact Skagit County Planning and Development Services.
- 9.) Water – Individual wells: Water will be supplied from individual water systems. Contact the Health Department to determine if additional water quality or quantity testing will be required for building permit approvals. All new and existing water well on the subject property or on adjacent properties are required to have 100-foot radius well protection zones to guard against water and contamination. Some examples of sources of potential contamination include: septic systems; manure lagoons; sewage lagoons; industrial lagoons; landfills; hazardous water sites; sea-salt intrusion area; chemical or petroleum storage areas; pipelines used to convey materials with contamination potential; livestock barns; and livestock feed lots. For wells drilled after 1992 on lots platted after 1992, the well protection zone must be contained entirely on the lot owned in fee simple and/or be provided through appropriate covenants or easements.
- 10.) All runoff from impervious surfaces and roof drains shall be directed so as not to adversely effect adjacent properties.

Continued

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## EXCEPTIONS CONTINUED:

I. (Continued):

11.)The total area in this Long (card) Subdivision is 21.59 acres;

12.)See Protected Critical Areas Easement Agreement filed in A.F. #200509190240.

13.)Subject property may be encumbered by easements or restrictions contained in documents filed in A.F. #92839; and A.F. #200501110091;

14.)This parcel lies within an area or within 500 feet of area designated as a natural resource land (Agriculture, Forest, and Mineral Resource Lands of Long-Term Commercial Significance) in Skagit County. A variety of natural resource land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting, or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated natural resource lands, and area residents should be prepared to accept such incompatibilities, inconveniences, or discomfort from normal necessary natural resource land operations when performed in compliance with best management practices and local, state, and federal law. In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of mineral. In addition, greater setbacks than typical may be required from the resource area, consistent with SCC 14.16.810. Contact the Skagit County Planning and Development Services for details.

15.)Each lot shall be accessed a \$100 Parks & Recreation Impact Fee, payment of the fees shall be made prior to issuance of individual building permits.

16.)A Lot of Record Certification has been issued for all lots included in this land division. By virtue of recording this land division and issuance of the Lot Certification, all lots herein shall be considered lots or record for conveyance and development purposes unless otherwise restricted. See A.F. #200509190238.

17.)Maintenance of the storm water collection system and detention facilities shall be the responsibility of the lot owners. See Ershig By The Tracks Operation and Maintenance Manual filed in A.F. #200509190239.

## J. EASEMENT AS DELINEATED ON THE FACE OF SAID PLAT:

For: Drainage and ingress, egress, utilities and emergency vehicle turn around area to be used in common by all lots by this subdivision.

## K. WELL PROTECTION ZONES (WPZ's) AS DELINEATED ON THE FACE OF SAID PLAT.

Well protection zone easements are granted for those portions of the WPZ's shown hereon lying outside of the lot being served by each of the subject wells.



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STATE OF Washington )  
 ) ss.  
COUNTY OF Skagit )

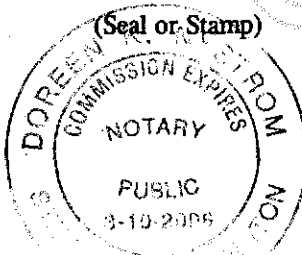
I certify that I know or have satisfactory evidence that  
Gary Lohman and Gail Lohman

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that ~~he/she~~/they signed this instrument and acknowledged it to be ~~his/her~~/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/12/06

*Doreen K. Nystrom*  
(Signature)



Notary Public in and for the State of Washington ,  
residing at Mount Vernon  
My commission expires 3/10/06

STATE OF Washington )  
 ) ss.  
COUNTY OF Skagit )

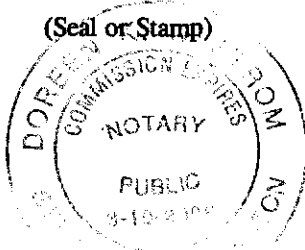
I certify that I know or have satisfactory evidence that  
Kirk M Damon and Jennifer A Damon

[Name(s) of person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that ~~he/she~~/they signed this instrument and acknowledged it to be ~~his/her~~/their free and voluntary act for the uses and purposes mentioned in the instrument.

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