

**RETURN DOCUMENT TO:**

**RANDY R. BARTELT  
23245 CALVARY WAY  
EASEMENT AGREEMENT**



**201012170167  
Skagit County Auditor**

**12/17/2010 Page 1 of 10 4:19PM**

**DOCUMENT TITLE: EASEMENT AGREEMENT**

**RELATED DOCUMENT: N/A**

**GRANTOR: TRAVIS AND LAUREL LOHMAN, husband and wife**

**GRANTEE: RANDY AND THERESA BARTELT, husband and wife**

**ABBREVIATED LEGALS: LOT 2 OF SKAGIT COUNTY SHORT PLAT NUMBER PL03-0533  
RECORDED UNDER AUDITORS FILE NUMBER 200310300119,  
SKAGIT COUNTY, WASHINGTON.**

**ASSESSOR'S TAX PARCEL NO.: P27751**

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made this 4<sup>TH</sup> day of November, 2010, by and between Travis and Laurel Lohman, husband and wife ("Lohman"), and Randy and Theresa Bartelt, husband and wife ("Bartelt").

**RECITALS**

A. Lohman is the owner of certain real property located in Section 24, Township 34 North, Range 4 East of W.M., Skagit County, Washington as more specifically depicted on the attached Exhibit A (the "Burdened Property").

B. Bartelt is the owner of certain real property located in Section 24, Township 34 North, Range 4 East of W.M.; Skagit County, Washington as more specifically depicted on the attached Exhibit B (the "Benefited Property").

C. Subject to the terms and conditions contained in this Agreement, Lohman desires to grant an easement over a portion of the Burdened Property to Bartelt (the "Easement").

D. Capitalized terms shall have the meanings ascribed to them herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Lohman does hereby grant, bargain, sell, convey, transfer and deliver unto Bartelt a nonexclusive 60-foot "Easement" for the purpose of ingress, egress, and utilities over, under, along, across and through the "Easement Area" as defined herein, and all reasonable uses incidental thereto. The Easement Area is depicted on the map attached as Exhibit C.
2. Purchase Price. The Easement granted herein shall be for no consideration. Bartelt shall be responsible for all costs associated with the recording of the Easement Agreement in the records of Skagit County, Washington.
3. Duration of Easement. The Easement herein granted shall be perpetual in duration and is given by Lohman to Bartelt, and to its successors and assigns, forever.
4. Cost of Construction and Maintenance. Each party using the roadway shall pay its proportionate share of any maintenance costs over the Easement Area that corresponds to the relative amount of use of the roadway by such party. Lohman and Bartelt, or their successors and assigns, shall agree upon the allocation of responsibility for said costs prior to undertaking maintenance (including appropriate dust control measures). Each party using any portion of the road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.
5. Indemnity. Bartelt shall indemnify and hold harmless Lohman from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement or in connection with the use of the Easement by Bartelt or its employees, agents, licensees, contractors or invitees, unless such loss, damage, liability or expense is proximately caused by Lohman or its employees, agents, licensees, contractors or invitees.

Lohman shall indemnify and hold harmless Bartelt from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement or in connection with the use of the Easement by Lohman or its employees, agents,



licensees, contractors or invitees, unless such loss, damage, liability or expense is proximately caused by Bartelt or its employees, agents, licensees, contractors or invitees.

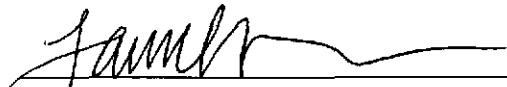
6. Attorneys' Fees. If it shall be necessary for either Lohman or Bartelt to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

7. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.


IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTOR:

  
Travis Lohman

  
Laurel Lohman

GRANTEE:

  
Randy R. Bartelt

  
Theresa A. Bartelt

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 17, 2010

Amount Paid \$  
Skagit Co. Treasurer  
By *MF* Deputy

EASEMENT AGREEMENT - 3



201012170167  
Skagit County Auditor

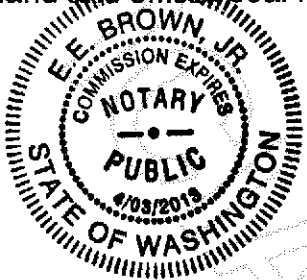
STATE OF WASHINGTON )

COUNTY OF SKAGIT )

ss.

On this 27<sup>th</sup> day of October, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laurel Lohman, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



{Print Name}

EE BROWN JR

Notary Public in and for the State of

Washington. My commission expires: 4/3/2013

STATE OF WASHINGTON )

COUNTY OF Skagit )

ss.

On this 27<sup>th</sup> day of October, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Travis Lohman, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



{Print Name}

EE BROWN JR

Notary Public in and for the State of

Washington. My commission expires: 4/3/2013



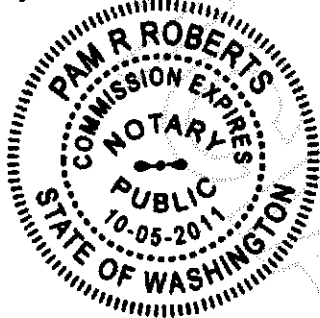
STATE OF WASHINGTON

COUNTY OF Whatcom

)  
) ss.  
)

On this 4th day of November, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy R. Bartlett known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



PR Roberts

{Print Name} Pam R. Roberts  
Notary Public in and for the State of  
Washington. My commission expires: 10-05-2011

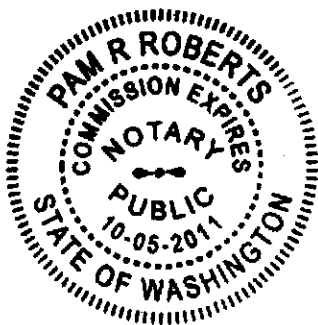
STATE OF WASHINGTON

COUNTY OF Whatcom

)  
) ss.  
)

On this 4th day of November, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Theresa A. Bartlett known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



PR Roberts

{Print Name} Pam R. Roberts  
Notary Public in and for the State of  
Washington. My commission expires: 10-05-2011



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
{Print Name}  
Notary Public in and for the State of  
Washington. My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
{Print Name}  
Notary Public in and for the State of  
Washington. My commission expires: \_\_\_\_\_



201012170167

Skagit County Auditor

STATE OF WASHINGTON

)

) ss.

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
{Print Name}

Notary Public in and for the State of  
Washington. My commission expires: \_\_\_\_\_

STATE OF WASHINGTON

)

) ss.

COUNTY OF \_\_\_\_\_

)

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WITNESS my hand and official seal hereto affixed the day and year first written above.

\_\_\_\_\_  
{Print Name}

Notary Public in and for the State of  
Washington. My commission expires: \_\_\_\_\_

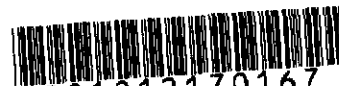


EXHIBIT A

LOHMAN BURDENED PROPERTY  
P27751

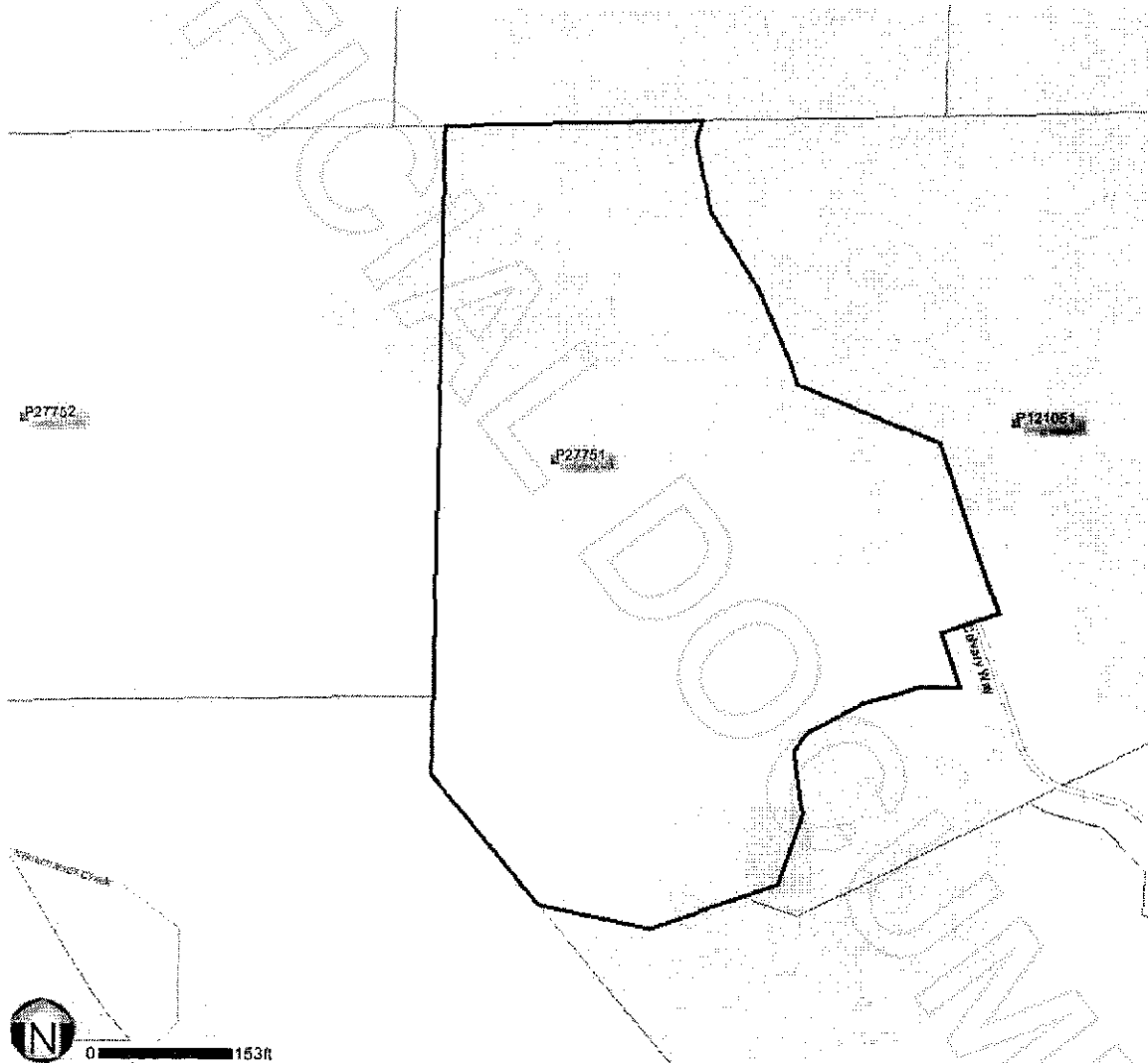




EXHIBIT B

BARTELT BENEFITED PROPERTY  
P121051



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