

FILED FOR RECORD AT THE REQUEST OF/RETURN TO:
Dan and Debbie Byrd
17452 Pull and Be Damned Road
La Conner, WA 98257



201104290084
Skagit County Auditor

4/29/2011 Page 1 of 5 3:46PM

LAND TITLE OF SKAGIT COUNTY **EASEMENT FOR WATER LINE**

139090-00

Grantor (s) **HAROLD M. HARLAN and MAUREEN E. HARLAN, husband and wife**

Grantee (s) **DANIEL R. BYRD and DEBRA K. BYRD, husband and wife**

Abbreviated Legal: **Replat Wagner's Hope Island Tracts, Lots 1 and 2;
Replat Wagner's Hope Island Tracts, Lot 9**

Additional Legal on page(s) one and two
Assessor's Tax Parcel No's: P77680; P77686

THIS AGREEMENT (the "Agreement") is made effective April 27th, 2011, by and between **HAROLD M. HARLAN and MAUREEN E. HARLAN, husband and wife** (hereinafter "Grantors"), and **DANIEL R. BYRD and DEBRA K. BYRD, husband and wife** (hereinafter "Grantees").

1) Grantors are the owners of the following described parcel of property in Skagit County, Washington (hereinafter "Harlan parcel"):

Lots 1 and 2 of "REPLAT OF LOTS 1, 2, 3 and 5, Block 5, WAGNER'S HOPE ISLAND ADDITION," as per plat recorded in volume 10 of Plats, page 7, records of Skagit County, Washington,

Situate in the County of Skagit, State of Washington,

and such property shall be subject to the easement conveyed herein.

Easement
page 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement

APR 29 2011

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

2) Grantees are the owners of the following described parcel of property in Skagit County, Washington (hereinafter "Byrd parcel"):

Lot 9, REPLAT OF LOTS 1, 2, 3 AND 4, BLOCK 5, WAGNER'S HOPE ISLAND ADDITION, according to the plat thereof recorded in Volume 10 of Plats, page 7, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington,

and the easement conveyed herein shall benefit such property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

1. **Grant of Easement.** Grantors, their successors and assigns hereby grant and convey to Grantees, their successors and assigns a perpetual, non-exclusive easement under, over, through, and across the Harlan parcel in the approximate location shown on the attached Exhibit A, or in such more accurately described location as may be determined by survey subsequent to this Agreement, or in such other location as the parties may agree, provided that any other location shall be surveyed in.

2. **Purpose.** The Grantees and any utility serving the Grantees shall have the right at all times to enter the easement as described above for the purpose of constructing, inspecting, maintaining, improving, repairing, reconstructing, locating, and relocating any water lines servicing the Byrd parcel.

3. **Costs.** The costs of any inspection, maintenance, repair, construction, and/or improvements initiated by the Grantees shall be borne solely by the Grantees.

4. **Compliance with Laws and Rules.** The Grantees shall at all times exercise their rights herein in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.

5. **Access Retained by Grantors.** The Grantees shall make provisions satisfactory to the Grantors for the continued access by the Grantors along, over, and across the easement area during periods in which the Grantees may be conducting construction or other activities.

6. **Reservation of Rights.** The Grantors reserve all rights with respect to their property, including without limitation the right to grant further easements, licenses and permits to others, subject to the rights granted in this Agreement.



7. **Indemnification.** The Grantees do hereby release, indemnify, and promise to defend and save harmless the Grantors from any and all liability, loss, damage, expense, action, and/or claim, including costs and reasonable attorneys' fees incurred by Grantors in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees or Grantees' servants, agents, employees, and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify Grantors against liability for damages arising out of bodily injury to persons or damage to property caused or resulting from the sole negligence of the Grantors.

8. **Subordination.** The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by the Grantors affecting the property subject to this Agreement. The Grantors do not warrant title to their property and shall not be liable for defects thereto or failure thereof.

9. **Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

10. **No Rights Created in Third Parties.** This Agreement and instrument shall not be construed as creating or conveying benefits to any property owner who is not a party to this Agreement. Further, the right of ingress and egress conveyed shall not be construed as to allow the Grantees to park vehicles or to expand upon the scope of the easement or make any other use of the easement area inconsistent with the purposes and rights granted herein.

11. **Grading and Maintaining of Easement.** (Special provisions) N/A

12. **Arbitration.** The parties agree to exercise their best efforts and good faith to resolve problems associated with the easement. Should the parties be unable or unwilling to amicably resolve any dispute concerning this easement, including the interpretation of this Agreement, then they agree to submit to binding arbitration under the rule of mandatory arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable.

13. **Duplicate Copies.** This Agreement has been executed in duplicate by the parties and an executed copy shall be considered an original.

DATED effective the day and year first above written.

GRANTORS:

Harold M. Harlan
HAROLD M. HARLAN
Maureen E. Harlan
MAUREEN E. HARLAN

GRANTEES:

Daniel R. Byrd
DANIEL R. BYRD
Debra K. Byrd
DEBRA K. BYRD



State of Washington)
 : ss.
County of Skagit)

I certify that I know or have satisfactory evidence that HAROLD M. HARLAN and MAUREEN E. HARLAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/27/11



KATE SZUREK
NOTARY PUBLIC - STATE OF WASHINGTON
My Commission Expires
September 15, 2014

Kate Szurek
Notary Public - State of Washington
KATE SZUREK

(Type or Print Name of Notary)

My Appointment Expires: 9/15/2014

State of Washington)
 : ss.
County of Skagit)

I certify that I know or have satisfactory evidence that DANIEL R. BYRD and DEBRA K. BYRD are the persons who appeared before me, and said persons acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/27/11



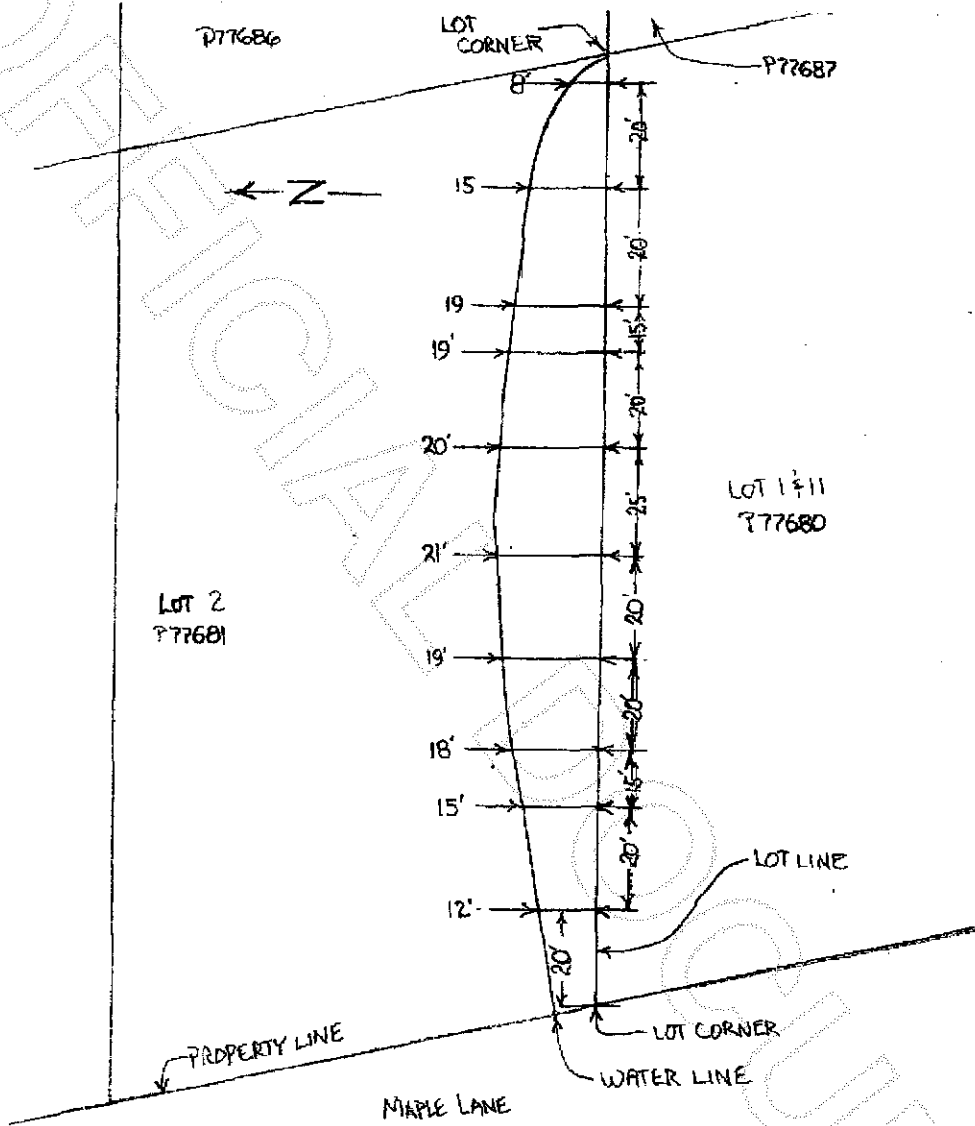
KATE SZUREK
NOTARY PUBLIC - STATE OF WASHINGTON
My Commission Expires
September 15, 2014

Kate Szurek
Notary Public - State of Washington
KATE SZUREK

(Type or Print Name of Notary)

My Appointment Expires: 9/15/2014





WATER LINE LOCATION - LOT 2 WAGNER'S HOPE ISL. ADDN
NOT TO SCALE

EXHIBIT A



201104290084
Skagit County Auditor