

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Whidbey Island Bank
Attn: Mel Takehara
P.O. Box 7001
Oak Harbor, WA 98277



201304290173

Skagit County Auditor

\$78.00

4/29/2013 Page

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7 11:23AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 29 2013

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

EASEMENT

Grantor (s): WHIDBEY ISLAND BANK
Grantee (s): STUART A. HARR & JAMIE D. HARR,
husband and wife

Additional Grantor(s) on page(s):

Additional Grantee(s) on page(s):

Abbreviated Legal: Tracts A & B, Short Plat No. Lyman 02-2001,
Ptn NW, NE, S17, T35N, R6E, W.M.

Additional Legal on page(s):

Assessor's Tax Parcel Nos.: 350617-1-002-0406, P99924

350617-1-002-0307, P99922

THIS AGREEMENT is made and entered into this 18 day of March,
2013, by WHIDBEY ISLAND BANK, (hereinafter "Grantor"), and STUART A. HARR &
JAMIE D. HARR, husband and wife, (hereinafter "Grantees").

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit
County, Washington (the "WIB Property"):

Tract B, Short Plat No. Lyman 02-2001, approved December 12, 2001, recorded
December 27, 2001, under Auditor's File No. 200112270045, and being a portion
of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, township 35 North, Range 6
East, W.M.,

EXCEPT that portion thereof described as follows:

Beginning at the Northeast corner of said Tract B;
thence South $04^{\circ}34'24''$ West 75.27 feet along the East line of said Tract B

Easement

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(shown as South 04°26'04" West on said Short Plat);
thence North 89°17'02" West 196.55 feet;
thence North 00°42'58" East 67.85 feet to the North line of said Tract B;
thence North 81°50'18" East 62.92 feet along said North line (shown as North 81°41'58" East on said Short Plat) to a corner of said Tract B;
thence South 88°16'32" East 139.47 feet along said North Line (shown as South 88°24'52" East on said Short Plat) to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

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

AND WHEREAS, GRANTEES are the owners of the following described real property located in Skagit County, Washington (the "HARR Property"):

Tract A, Short Plat No. Lyman 02-2001, approved December 12, 2001, recorded December 27, 2001, under Auditor's File No. 200112270045, and being a portion of the Northwest ¼ of the Northeast ¼ of Section 17, Township 35 North, Range 6 East, W.M., and that portion of Tract B of said Short Plat No. Lyman 02-2001 described as follows:

Beginning at the Northeast corner of said Tract B;
thence South 04°34'24" West 75.27 feet along the East line of said Tract B (shown as South 04°26'04" West on said Short Plat);
thence North 89°17'02" West 196.55 feet;
thence North 00°42'58" East 67.85 feet to the North line of said Tract B;
thence North 81°50'18" East 62.92 feet along said North line (shown as North 81°41'58" East on said Short Plat) to a corner of said Tract B;
thence South 88°16'32" East 139.47 feet along said North Line (shown as South 88°24'52" East on said Short Plat) to the Point of Beginning.

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

Situate in the County of Skagit, State of Washington.

GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTOR, WHIDBEY ISLAND BANK, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to GRANTEES STUART A. HARR & JAMIE D. HARR, husband and wife, including any after acquired title, the following



described easement:

EASEMENT FOR INGRESS AND EGRESS

Description of Easement

A non-exclusive easement over and across the easement area defined below for ingress and egress from Pipeline Road for the purpose of accessing a single family residence located on the HARR Property.

Easement Area

That portion of Tract B, Short Plat No. Lyman 02-2001, approved December 12, 2001, recorded December 27, 2001, under Auditor's File No. 200112270045, and being a portion of the Northwest ¼ of the Northeast ¼ of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at the Northwest corner of said Tract B;
thence South 04°55'11" East 30.05 feet along the West line of said Tract B
(shown as South 05°03'31" East on said Short Plat) to the True Point of
Beginning;
thence South 04°55'11" East 20.03 feet along said West line;
thence North 81°50'18" East 39.47 feet;
thence North 36°50'18" East 42.43 feet;
thence North 81°50'18" East 154.25 feet;
thence North 00°42'58" East 20.24 feet to the North line of said Tract B;
thence South 81°50'18" West 165.66 feet along said North line (shown as South
81°41'58" West on said Short Plat);
thence South 36°50'18" West 42.43 feet;
thence South 81°50'18" West 30.05 feet to the True Point of Beginning.

Situate in Skagit County, Washington.

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

GENERAL PROVISIONS:

Grantees hereby agree to indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, damages, finds, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of this Easement by Grantees and/or Grantees' guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees.



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In the event that the Grantees and/or Grantees' guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees cause identifiable damage to the Grantor's personal or real property, the Easement Area, and/or any improvements thereon, then the Grantees shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

Grantee shall not park any vehicles or place any other item(s) in the Easement Area.

This Easement shall be limited to ingress and egress for residential purposes for one (1) single family residence. Grantors shall have no obligation to maintain the Easement Area or any improvements thereon. Grantees shall maintain the Easement Area and all improvements thereon as is reasonably necessary to present an attractive appearance and to prevent the discharge of dust, noise, fumes, water, runoff or any other unpleasant discharge and/or emission.

Grantees hereby irrevocably waive any and all prescriptive rights, claims for adverse possession and any and all other claims now existing or hereafter arising which in any way relate to or would affect any portion of Grantor's property other than the Easement Area described herein.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantees' property, the Grantor and the Grantees, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

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, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit



County, State of Washington.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTOR
WHIDBEY ISLAND BANK



Signature

By: Mel Takehara
print name

Its: Vice President
title

GRANTEES
STUART A. HARR & JAMIE D. HARR



STUART A. HARR

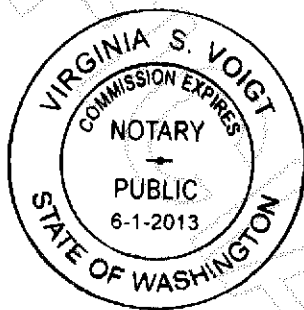


JAMIE D. HARR



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

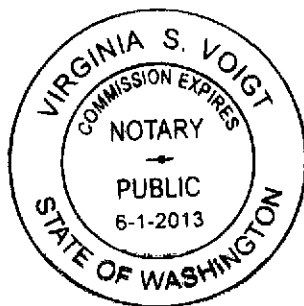
I certify that I know or have satisfactory evidence that Mel Takehara is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of WHIDBEY ISLAND BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 3/19/13
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/13

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that STUART A. HARR 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.

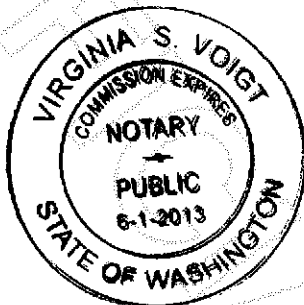


Dated: 3/18/13
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/13



STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JAMIE D. HARR 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: 3/18/13

Virginia S. Voigt
(Signature)

NOTARY PUBLIC

VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires: 6/1/13



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