

Filed at Request of:

Charles Barefield  
P.O. Box 445  
Anacortes, WA 98221



200406040147  
Skagit County Auditor

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Grantors: Charles H. Barefield and Robin J. Barefield  
Grantees: Scott R. Gordon and Kelly M. Gordon

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

Abbreviated Legal Description: Portion of Lot 35 "Anaco Beach"  
Lot 36 and portion Lot 37

A76523

Assessor's Tax Parcel Nos: Parcel "A": 3858-000-035-0005 (P111195)  
Parcel "B": 3858-000-037-0004 (P61845)

**SEPTIC DRAINFIELD EASEMENT AGREEMENT**

This agreement is made this 23<sup>rd</sup> day of May, 2004, by and between Charles H. Barefield and Robin J. Barefield, husband and wife, Grantors and Scott R. Gordon and Kelly M. Gordon, husband and wife, Grantees.

Grantors are the owners of that certain real property (Parcel "A") located in Skagit County, Washington, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Grantees are the owners of that certain real property (Parcel "B") located in Skagit County, Washington, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

Septic drainfield legal description and map are attached as Exhibits "C" and "D".

Now, Therefore, for and in consideration of the terms and conditions herein and for no other consideration, the undersigned hereby agree as follows:

1. Conveyance of Drainfield Easement: Parcel "A" owners do hereby convey and grant to Parcel "B" owner a non-exclusive and perpetual easement over, under and across that portion of Parcel "A" on which an existing septic drainfield serving Parcel "B" has

been constructed. Parcel "A" owners grant said Easement for the purposes of operating, using, maintaining and repairing the existing septic drainfield servicing Parcel "B".

Parcel "A" owners may landscape the Easement, provided Parcel "A" owner's landscaping does not unreasonably interfere with the purposes for which the Easement was granted, and specifically Parcel "A" owner's landscaping shall not cause unusual root interference with the integrity of the drainfield. Before undertaking any landscaping other than a grass lawn and/or non-intrusive native vegetation, Parcel "A" owners shall provide Parcel "B" owners with a statement from a certified septic system designer that the landscaping planned is compatible with the septic system drainfield.

2. Maintenance and Construction Costs: Parcel "B" owners agrees to pay any and all costs associated with the maintenance, repair, use and operation of the septic drainfield within the Easement. Parcel "B" owners also agree to restore the Easement including landscaping to the original condition existing prior to such work after Parcel "B" owner has completed any work on the drainfield. Any maintenance, repair or installation work and the associated restoration will be completed within 30 days of the initiation of such work.

3. Dispute Resolution: Should Parcel "A" owners and Parcel "B" owners, their heirs, successors, and assigns, be unable or unwilling to amicably resolve any dispute concerning the Easement, including the interpretation of this document, then the owners of Parcels "A" and "B", their heirs, successors, or assigns herein shall submit the matter to binding arbitration under the Rules of Mandatory Arbitration for Skagit County Superior Court, Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and that the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of suit/arbitration. The parties further agree that arbitration may interpret this agreement to determine and resolve any and all disputes between the parties and not be limited to monetary damages.

4. Successors/Assigns: The benefits, burdens and covenants created by this document and the Easement herein shall be deemed to run with the land and bind and burden Parcel "A" and benefit Parcel "B", the parties hereto and their respective heirs, successors and assigns, and all persons possessing the property by, through or under, the hereto or their respective heirs, successors and assigns.

5. Reciprocal Indemnity/Hold Harmless: Parcel "B" owners shall save and hold harmless the Parcel "A" owners from all liability, expense and cost associated with the use of the Easement herein by Parcel "B" owners, their guests, invitees, employees, heirs, successors and assigns. Parcel "A" owners shall repair, at their sole expense, any damages to the drainfield, within the Easement, on Parcel "A" caused by Parcel "A" owner's improvement or use of said Easement, excluding such damages as may be caused by unforeseen root damage by existing trees located adjacent to the drainfield.



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6. Future Events: In the event that sometime in the future the City of Anacortes extends its sewer line to include this property (Exhibit "C"), and if Parcel "B" owners choose at that time to connect to the City sewer and abandon this drainfield, this easement shall become null and void.

7. Entire Agreement: There are no verbal or other agreements that modify or affect this agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the State of Washington.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 4 - 2004

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

GRANTORS:

*[Signature]*  
Charles H. Barefield

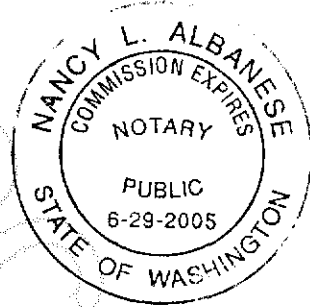
*[Signature]*  
Robin J. Barefield

GRANTEES:

*[Signature]*  
Scott R. Gordon

*[Signature]*  
Kelly M. Gordon

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )



This is to certify that on the 4<sup>th</sup> day of June, 2004, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Charles H. Barefield and Robin J. Barefield, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

*[Signature]*  
Print Name: Nancy L. Albanese  
Notary Public in and for the State of  
Washington, residing at: Anacortes  
My appointment expires: 6-29-09

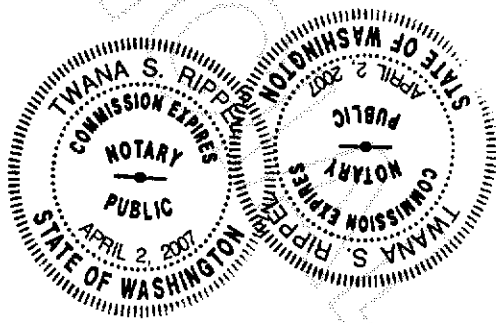


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STATE OF WASHINGTON)  
COUNTY OF Skagit ) ss.  
)

This is to certify that on the 2<sup>nd</sup> day of June, 2004, before me, a Notary public in and for the State of Washington, duly commissioned and sworn, came Scott R. Gordon and Kelly M. Gordon, personally known or having presented satisfactory evidence to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.



Twana S. Rippel  
Print Name: Twana S. Rippel  
Notary Public in and for the State of  
Washington, residing at: Anacortes  
1802 - 12<sup>th</sup> St.  
My appointment expires: 4-2-07

**EXHIBIT "A"**

Legal Description of Property 1:

*TRACT A*

*The North one half by distance, measured at right angles, from the North line of the following described tract:*

*The southerly 37.07' feet, as measured along the West line of tract 34; all of tracts 35 and 36; the North 14.64 feet of tract 37; all in the plat of ANACO BEACH", according to the plat thereof in volume 5 of plats, page 4, records of Skagit County, Washington.*

TOGETHER WITH that portion of Tract 1, Plate 2, Tide and Shore Lands of Section 34, Township 35 North, Range 1 East, W.M., Anacortes Harbor, as shown on Official Map thereof in the Office of the State Land Commissioner at Olympia, Washington, lying in front of, adjacent to, or abutting upon the hereinabove described property.



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**EXHIBIT "B"**

Legal Description of Property 2:

**TRACT B**

*The South one half by distance, measured at right angles, from the South line of the following described tract:*

*The Southerly 37.07 feet, as measured along the West line of tract 34; all of tracts 35 and 36; the North 14.64 feet of tract 37, all in the plat of "ANACO BEACH" according to the plat recorded in volume 5 of plats, page 4, records of Skagit County, Washington.*



TOGETHER WITH that portion of Tract 1, Plate 2, Tide and Shore Lands of Section 34, Township 35 North, Range 1 East, W.M., Anacortes Harbor, as shown on Official Map thereof in the Office of the State Land Commissioner at Olympia, Washington, lying in front of, adjacent to, or abutting upon the hereinabove described property.



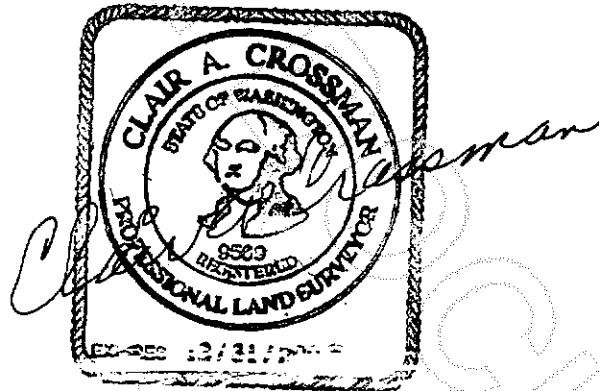
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**SEPTIC DRAIN FIELD EASEMENT**

*An easement for septic drain field lying in tract 35 in the plat of "ANACO BEACH" according to the plat recorded in volume 5 of plats, page 4, records of Skagit County, Washington, described as follows:  
Commencing at the Northeast corner of said tract 35; Thence S 5° 41' 00" W 70.49 feet along the Easterly boundary of said tract 35; Thence S 89° 56' 00" W 14.00 feet to the point of beginning;  
Thence S 89° 56' 00" W 42.25 feet;  
Thence N 18° 27' 00" E 34.41 feet;  
Thence N 80° 32' 06" E 18.27 feet;  
Thence S 40° 29' 39" E 20.50 feet;  
Thence S 0° 04' 00" E 20.00 feet to the point of beginning.*



9-05-03



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REVISION	DATE	BY	APP. OFFICER	REASON

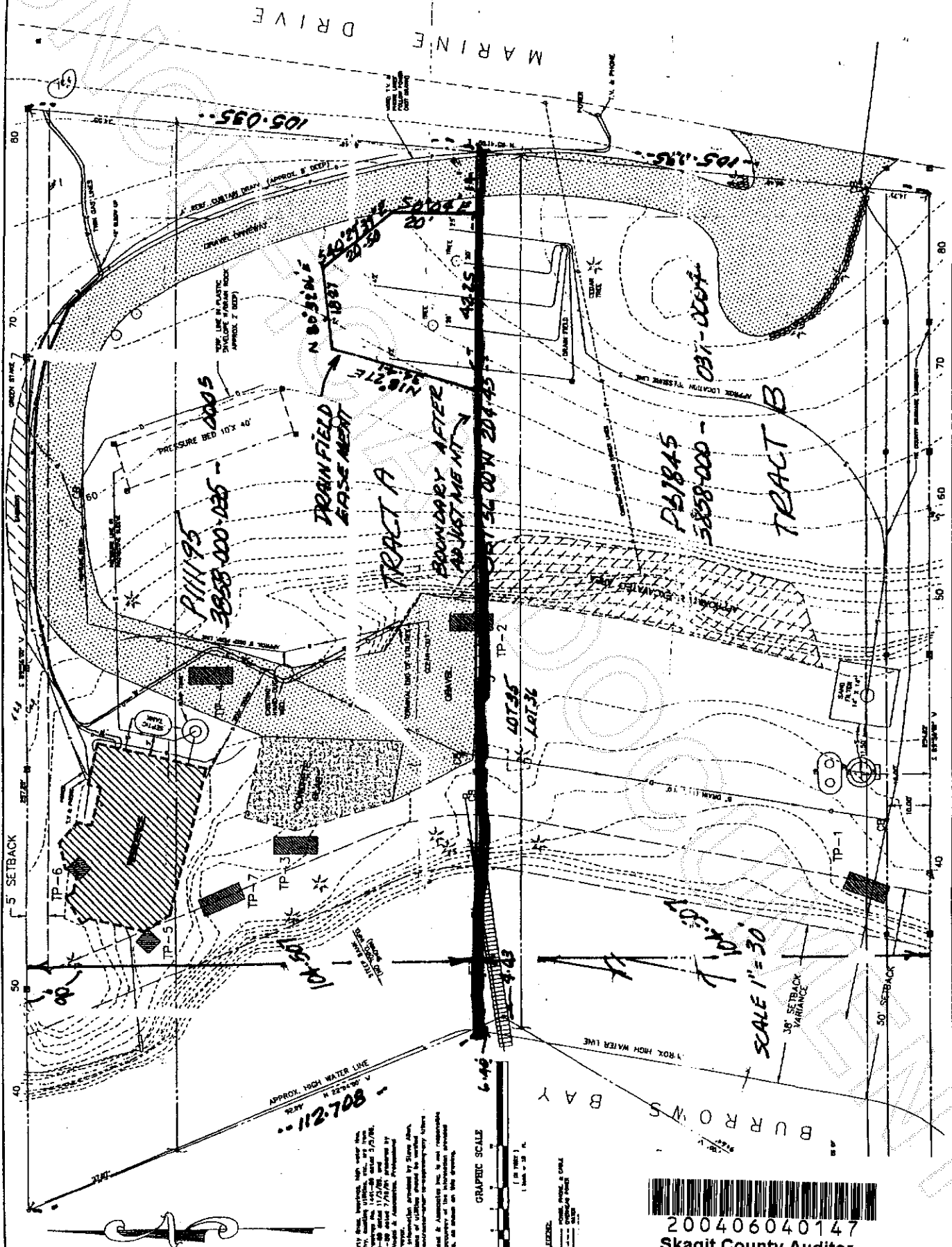
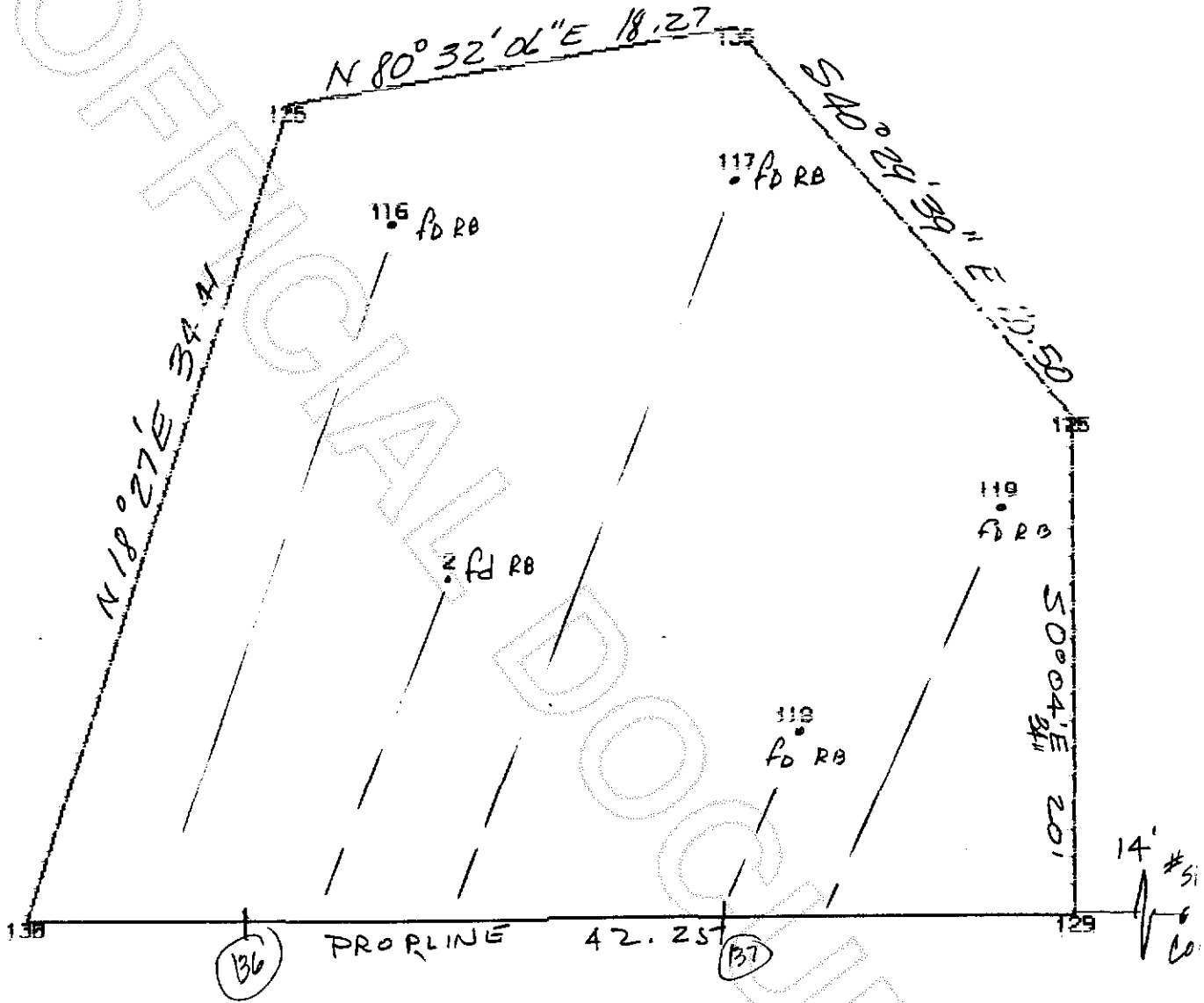


EXHIBIT "C"



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DRAIN FIELD EASEMENT



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