



200010100097
Skagit County Auditor

10/10/2000 Page 1 of 6 12:03:07PM

RETURN TO:

DOCUMENT TITLE(S) (or transactions contained herein):

Utility Easement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Hitchcock, mark
2. Hitchcock, Alison
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Samish Island Memorial Chapel
- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

ptn Lots 11-12 Block 3 Town of Samish on Samish

[] ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

075213

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

Copy

UTILITY EASEMENT

This easement is made this 16th day of August, 2000, between Mark and Alison Hitchcock, husband and wife, (hereafter Grantor) and Samish Island Memorial Chapel, a Washington non-profit corporation (hereafter Grantee).

Conveyance. Grantor hereby grants and conveys to Grantee a non-exclusive easement over the East 3 feet of that portion of the West 1/2 of vacated Rose Street which has reverted by operation of law to Lots 11 and 12, Block 3 "MAP OF THE TOWN OF SAMISH ON SAMISH ISLAND, WHATCOM COUNTY, W.T." as per plat recorded in Volume 2 of Plats, Page 71, Records of Skagit County, Washington (hereafter Easement Area).

Construction and Access. Grantor grants to Grantee a nonexclusive easement, for construction purposes only, over the Easement Area, which includes the Easement Area and such additional Easement Area as is reasonably necessary for construction on the Easement Area. This construction easement shall terminate upon completion of construction by Grantee.

Consideration. No monetary consideration is required because the Grantor is receiving other benefits from granting this easement.

Term. The easement shall be perpetual unless terminated as set forth hereafter.

Purpose. This Easement is granted for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using a drainage pipeline. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this easement shall not be changed or modified without the consent of the Grantor which shall be at their sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

Assignment. This Agreement, or any of the rights granted herein, shall not be apportioned, assigned, or transferred in whole or in part without the prior written consent of the Grantor, which shall be at the Grantor's sole discretion, except that the rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations. In approving a request to apportion, assign, or transfer an interest in this easement, Grantor shall be entitled to charge for administrative costs for approving the transfer and require additional compensation for any additional use or user. These rights will be in addition to and not a limitation upon the Grantor's discretionary authority under this subsection.

Forfeiture. In the event that any portion(s) of the Easement Area is/are not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years from the day and year first above written, the rights of the Grantee within said portion(s) of the Easement Area shall revert to the Grantor, its successors or assigns; and said portion(s) of the Easement Area shall be freed from the easement as fully and completely as if this Easement had not been entered into; provided, however, an extension of time may be granted upon written



request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the Grantor. Such terms and conditions shall include, but not be limited to the right to modify the consideration due the Grantor plus additional charges for administrative costs and appreciation of land and valuable material.

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the Grantor of such nonuse; and the rights granted herein shall revert to the Grantor, its successors or assigns.

Reservations to Grantor. Grantor reserves all ownership of the Easement Area and profits thereon and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area reserved by Grantor; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Grantor may grant to third parties any and all rights reserved.

Compliance with Laws and Regulations. The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to Grantor, and hold harmless Grantor, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify Grantor from Grantor's sole or concurrent negligence. This indemnification shall survive the expiration or termination of the easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify the Grantor.

Advance By Grantor. If Grantor advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse Grantor the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved by Grantor. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including



but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). Grantee shall immediately notify Grantor if Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining Easement Area. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by Grantor, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

Damage and Protection from Damage. Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on Grantor lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

Installation Specifications. Grantee shall so place, protect, and bury the drainage pipeline as to allow the unobstructed movement of any equipment or materials across the surface of the Easement Area and shall install the drainage pipeline at such depth as to not interfere with the normal and usual use of the land.

Notice. Any notices required or permitted under this easement may be delivered personally, sent by facsimile machine or mailed first class, certified return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable.

To Grantor: Mark and Alison Hitchcock
9620 Samish Island Road
Bow, WA 98232

To Grantee: Samish Island Memorial Chapel
9608 Samish Island Road
Bow, WA 98232

Modification. Any modification of the easement must be in writing and signed by the parties. Grantor shall not be bound by any oral representations or statements.

Termination. Grantor shall have the right to terminate this easement if Grantee fails to cure a material breach of this easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the Cure. In addition to the right of termination, Grantor shall have any other remedy available in law or equity. Any Grantee



obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this easement shall not preclude other breaches from being declared material.

Severability. If any provision of this easement shall be held invalid, it shall not affect the validity of any other provision herein.

Nonwaiver. The waiver by Grantor of any breach or the failure of Grantor to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Construction. The terms of this easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

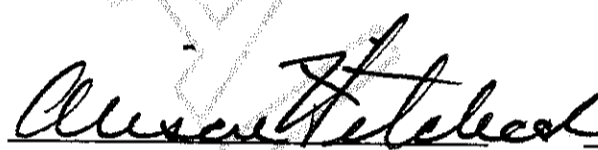
MARK HITCHCOCK

ALISON HITCHCOCK

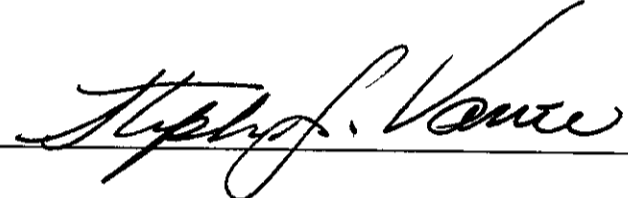
SAMISH ISLAND MEMORIAL CHAPEL



Mark Hitchcock



Alison Hitchcock



CHAIRMAN OF THE BOARD

Title

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 10 2000

Amount Paid \$ 0
Skagit County Treasurer
By: Deputy

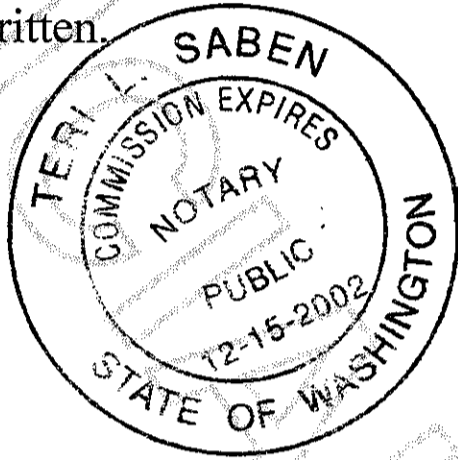


200010100097
Skagit County Auditor

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 30th day of August, 2000, personally appeared before me Mark Hitchcock, Alison Hitchcock, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

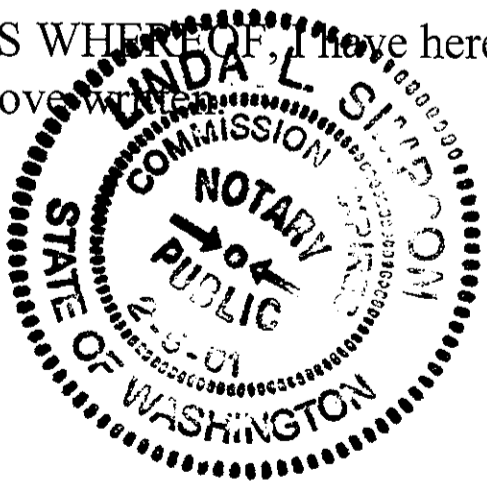


[Signature]
Notary Public in and for the State of Washington, residing at Skagit Co.
My appointment expires 12-15-02.

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 1st day of September, 2000, personally appeared before me Stephen G. Vance to me known to be the Chairman of the Board, respectively, of Samish Island Memorial Chapel, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington, residing at Bellingham
My appointment expires 2-5-01.

