

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Kate Szurek
P.O. Box 336
Mount Vernon, WA 98273



201104290083
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) KATE SZUREK, a single person

Abbreviated Legal: Replat Wagner's Hope Island Tracts, Lots 1 and 2;
Replat Wagner's Hope Island Tracts, Lot 10

Additional Legal on page(s) one and two
Assessor's Tax Parcel No's: P77680; P77687

THIS AGREEMENT (the "Agreement") is made effective April *25* 2011, by and between HAROLD M. HARLAN and MAUREEN E. HARLAN, husband and wife (hereinafter "Grantors"), and KATE SZUREK, a single person (hereinafter "Grantee"), and replaces in its entirety that certain easement agreement between the parties dated October 3, 2005, and recorded October 19, 2005, under Skagit County Auditor's File No.200510190083 .

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,

Easement
page 1

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
APR 29 2011

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

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

2) Grantee is owner of the following described parcel of property in Skagit County, Washington (hereinafter "Szurek parcel"):

Lot 10 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 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 hereby grant and convey to Grantee, her 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 Grantee and any utility serving the Grantee 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 Szurek parcel.

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

4. **Compliance with Laws and Rules.** The Grantee shall at all times exercise her 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 Grantee 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 Grantee 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 Grantee does 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 Grantee or Grantee's 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 Grantee 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 the day and year first above written.

GRANTORS:


HAROLD M. HARLAN

MAUREEN E. HARLAN

GRANTEE:

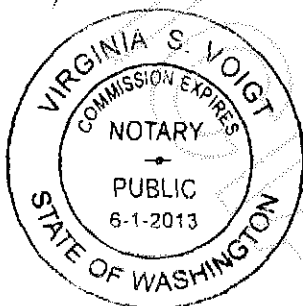

KATE SZUREK



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: 4/25/11

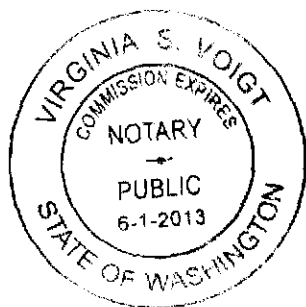


Virginia S. Voigt
Notary Public – State of Washington
VIRGINIA S. VOIGT
(Type or Print Name of Notary)
My Appointment Expires: 6/1/13

State of Washington)
: ss.
County of Skagit)

I certify that I know or have satisfactory evidence that KATE SZUREK is the person who appeared before me, and said person acknowledged that she signed this instrument as her free and voluntary act for the uses and purposes mentioned in the instrument.

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