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200101100001
, Skagit County Auditor

1/10/2001 Page 1 of 5 8:31:44AM

DOCUMENT TITLE:
RECIPROCAL EASEMENTS & AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT:
N/A

GRANTOR:
THE WORLUND JR. FAMILY TRUST
VICTOR HASTINGS

GRANTEE:
THE WORLUND JR. FAMILY TRUST
VICTOR HASTINGS

ABBREVIATED LEGAL DESCRIPTION:
PTN GOV'T LOTS 1 AND 2, SEC 26, T 36 N, R 26 E

ASSESSOR'S TAX PARCEL NUMBER(S):
3916-005-004-0002 P65486
360236-0-023-0205 P90450
3916-005-001-0005 P65485

RECIPROCAL EASEMENTS & AGREEMENT

THESE RECIPROCAL EASEMENTS & THIS AGREEMENT (collectively referred to as these "Easements" or this "Agreement") are conveyed and entered into effective this 5th day of January, 2001 by and between THE WORLUND JR. FAMILY TRUST ("Worlund Trust"), and VICTOR HASTINGS ("Hastings").

RECITALS:

WHEREAS, the Worlund Trust is the owner of the following described real property (the "Worlund Property"):

Lot 2, Lot 3 and Lot 4, all in Block 5, Freested's Plat, Division 1 in Government Lots 1 and 2, Section 36, Township 36 North, Range 2 East, W.M., as recorded in Skagit County records on page 69, Volume 7, located in Skagit County, Washington;

and

WHEREAS, Hastings is the owner of the following described real property (the "Hastings Property"):

Lot 1 of Block 5, Freested's Plat, Division 1 in Government Lots 1 and 2, Section 36, Township 36 North, Range 2 East, W.M., as recorded in Skagit County records on page 69, Volume 7, located in Skagit County, Washington;

and

WHEREAS, the Worlund Property and the Hastings Property are adjoining; the east boundary of the Worlund Property is the west boundary of the Hastings Property (the "Common Boundary"); and

WHEREAS, the parties have constructed a dock which is approximately 82 feet long and 20 feet wide, which includes an upland portion, a short ladder and a floating section (the "Dock"), and which straddles the Common Boundary; and

WHEREAS, the parties have shared use and costs of maintenance of the Dock, and desire to continue to do so, and to memorialize their arrangement in this Agreement;

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) in hand paid, each to the other, and other consideration including the terms and provisions herein, the parties hereby convey and agree as follows:

1. Reciprocal Easements.

- a. The Worlund Trust hereby grants a non-exclusive, perpetual easement to use that portion of the Dock lying west of the Common Boundary, subject to all the terms and provisions of this Agreement.
- b. Hastings hereby grants a non-exclusive, perpetual easement to use that portion of the Dock lying east of the Common Boundary, subject to all the terms and provisions of this Agreement.

2. Reservation of Rights.

- a. The Worlund Trust reserves all rights accruing from its ownership of the Worlund Property, including the right to engage in or permit or invite others to engage in all uses of the Worlund Property including that portion of the Dock on the Worlund Property, that do not substantially and unreasonably interfere with the Hastings' reasonable exercise of their rights under these Easements.
- b. Hastings reserve all rights accruing from their ownership of the Hastings Property, including the right to engage in or permit or invite others to engage in all uses of the Hastings Property including that portion of the Dock on the Hastings Property, that do not substantially and unreasonably interfere with the Worlund Trust's reasonable exercise of its rights under these Easements.

3. Maintenance & Repair. The parties agree the current condition of the Dock is satisfactory, and agree to share equally in the costs of maintaining and repairing the Dock as necessary to maintain its present condition. Improvements to the Dock involving both the Worlund Property and the Hastings Property are prohibited unless both parties otherwise agree, including agreement as to payment for the improvement; provided, either party may, at that party's sole cost, make improvements to that portion of the Dock on said party's property, so long as the improvements do not substantially and unreasonably interfere with the other party's reasonable exercise of its rights under these Easements. The parties each agree to keep the Dock in a neat and clean condition.

4. Hold Harmless and Indemnification.

- a. Hastings shall hold harmless, indemnify, and defend the Worlund Trust and its directors, officers, employees, agents, guests, invitees, successors, and assigns and each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, (collectively "Claims"), including, without limitation, reasonable attorneys' fees, arising from or in any way connected with or resulting from the exercise of Hastings' rights under these Easements, including without limitation Claims regarding the injury to or the death of any person, and physical damage to the Worlund Property, unless due solely to the negligence of any of the Indemnified Parties.



- b. The Worlund Trust shall hold harmless, indemnify, and defend the Hastings and their agents, guests, invitees, successors, and assigns and each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments (collectively "Claims"), including, without limitation, reasonable attorneys' fees, arising from or in any way connected with or resulting from the exercise of the Worlund Trust's rights under these Easements, including without limitation Claims regarding the injury to or the death of any person, and physical damage to the Hastings Property, unless due solely to the negligence of any of the Indemnified Parties.
5. Use Limitation. The parties acknowledge that the peace and tranquility that prevails in the neighborhood is important to each of them. Therefore, they agree that loud, rowdy, dangerous or otherwise offensive activity related to use of the Dock and not characteristic in this neighborhood is prohibited, as is any illegal activity. Without limitation, violations of this Section 5 are sufficient grounds for issuance of an injunction by a court of law, and an award of damages in the event damages are incurred.
6. Binding Covenant. These Easements shall be considered and construed as a covenant running with, and burdening and benefitting, the Worlund Property and the Hastings Property, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
7. Jurisdiction & Venue. This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit or other court proceedings arising out of or associated with this Agreement the parties agree to venue in Skagit County.

IN WITNESS WHEREOF, the parties have granted these Easements and signed this Agreement effective the day and year first above written.

THE WORLUND JR. FAMILY TRUST

By John E. Worlund
John E. Worlund, Trustee

Victor Hastings
Victor Hastings

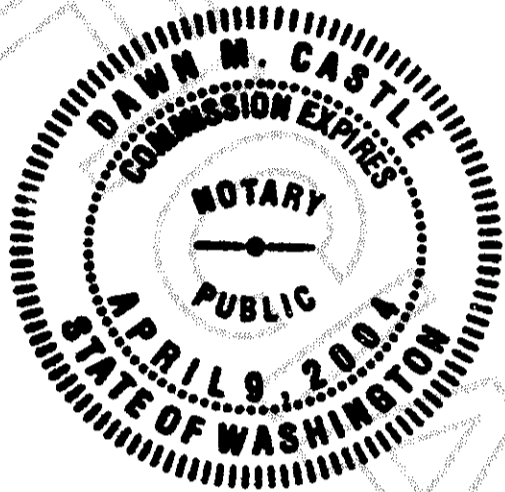


200101100001
, Skagit County Auditor

STATE OF WASHINGTON)
) SS
County of Whatcom)

I certify that I know or have satisfactory evidence that JOHN E. WORLUND signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/5/01



Dawn M. Castle
Dawn M. Castle
NOTARY PUBLIC in and for the State
of Washington. My
Commission expires 4/9/04.

STATE OF WASHINGTON)
) SS
County of Whatcom)

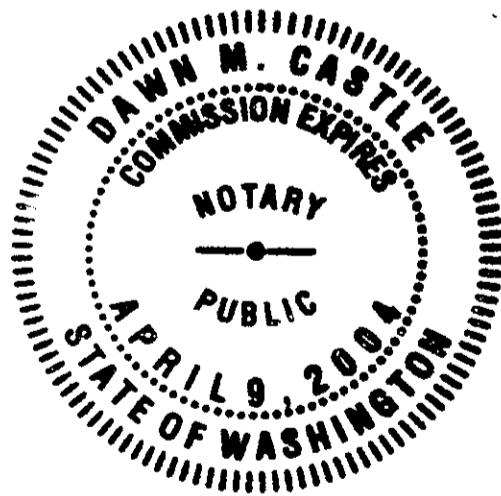
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 09 2001

Amount Paid \$ 9
Skagit Co. Treasurer
Dep'ty

I certify that I know or have satisfactory evidence that VICTOR HASTINGS signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/5/01



Dawn M. Castle
Dawn M. Castle
NOTARY PUBLIC in and for the State
of Washington. My
Commission expires 4/9/04.



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