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Skagit County Auditor

9/18/2002 Page 1 of 10 3:49PM

After recording, return to:  
Jim and Linda Macy  
4501 Anaco Beach Road  
Anacortes, WA 98221

ISLAND TITLE CO.


QB 2241

ACCOMMODATION RECORDING

### EASEMENT AGREEMENT

**GRANTOR:** Marine Heights, LLC,  
a Washington Limited Liability Company.  
3538 207<sup>th</sup> Ave. S.E.  
Issaquah, WA 98029

Telephone: 206.230.0236

By:   
Skagit County Treasurer  
Deputy

Amount Paid \$  
SEP 18 2002

**GRANTEES:** James W. Macy and Linda S. Macy,  
husband and wife.  
4501 Anaco Beach Road  
Anacortes, WA 98221

Telephone: 360.293.5291

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

Tax Parcel No.'s: P 111769, P119091 and P119090

Legals: Lots 31, 50 and 51, Plat of Marine Heights, Skagit  
County, Washington

RECITALS:

A. Grantor is the owner of real property, namely; Lot 31 in the Marine Heights Subdivision, Anacortes, Washington, hereinafter referred to as the "Grantor parcel" and more fully described as attached hereto on Exhibit "A", which exhibit is incorporated herein by reference.

B. Grantee is the owner of undeveloped real property to the west of, and bordering, the Grantor parcel, namely; lots 50 and 51, hereinafter referred to as the "Grantee property", more fully described on Exhibit "B", attached hereto and incorporated herein by reference.

C. Grantee wishes to obtain a non-exclusive easement for ingress and egress across the Grantor parcel to enable Grantee's development of lots 50 and 51 for residential housing.

D. The purpose of this agreement is to grant Grantee an easement across the Grantor parcels for ingress and egress to the Grantee property.

NOW, THEREFORE, it is hereby agreed as follows:

1. GRANT OF EASEMENT:

In consideration of valuable consideration, receipt of which is hereby acknowledged, and the provisions of this agreement, Grantor grants and declares a non-exclusive easement over and across the Grantor parcel for the benefit of the Grantee property.

2. LOCATION AND DIMENSIONS OF EASEMENT:

The easement shall be 20 feet in width and shall run from the Grantor parcel to the Grantee properties as depicted on Exhibit "C" attached hereto and incorporated herein by reference.

3. SCOPE OF EASEMENT:

Said easement shall be for ingress and egress, drainage and utilities, shall be appurtenant to and shall run with the Macy property, and such easement and the obligations contained in this Agreement shall benefit and be binding upon the owners, their successors or assigns.



4. EASEMENT NON-EXCLUSIVE:

Such easement for ingress and egress shall be non-exclusive to Grantee and shall benefit other property in Marine Heights subdivision in any manner consistent with the CCR's for such subdivision, including, but not limited to, driveway access for lot 31, Marine Heights Subdivision.

5. COSTS:

The Grantee agrees to pay all costs, and is responsible for all activities, regarding the construction and maintenance of the easement. Construction and maintenance of the easement shall include, but is not limited to, design, surveying, permits, approvals, landscaping, fencing, irrigation and actual construction and finishing the easement. Grantee's sole responsibility for maintenance and landscaping of the easement shall continue during the life of this easement, except for damage caused by construction activities relating to Lots 30 and 31 of Marine Heights Subdivision.

6. ASSUMPTION OF RISKS AND INDEMNITY:

Grantee assumes all risk and provides full indemnity to Grantor for all activities contemplated by this agreement. It is agreed that;

a. Grantor has made no representation as to the present or future condition of its property. Grantee assumes all risks of personal injury or property damage to itself and its employees, agents, contractors and assigns in connection with operations under this agreement.

b. Grantee shall pay for all damage to Grantor's property resulting directly or indirectly from negligent acts or omissions under this agreement. Grantee also shall reimburse Grantor for all costs reasonably incurred in fighting fire resulting directly or indirectly from Grantee's acts or omissions.

c. Until Project Engineer, Pat Sevrin, Burlington, Washington certifies in writing that all work contemplated by this agreement has been completed, Grantee shall defend, indemnify and save harmless Grantor and its employees, agents and assigns against all loss, damage, liability, claims, demands, or costs arising in connection with this Agreement, except injury caused solely by negligence of Grantor or its employees, agents



and assigns. This shall include any claim for injury to persons or property, timber trespass, nuisance, mechanics' and materialmens' liens, workers' compensation and unemployment taxes, fines and penalties, and environmental damages. Grantee shall also be responsible for activities of its subcontractors and assigns. If Grantor so elects, Grantee will reimburse Grantor for all costs reasonable incurred to defend against such claims, including, but not limited to, any attorney fees incurred by Grantor, whether such attorney fees are incurred in litigation or otherwise. Grantee is not an agent of Grantor for the purposes of this agreement.

d. When Grantee's property is admitted into Marine Heights Subdivision, Grantee's liability under this paragraph shall cease for any causes of action arising after such date.

7. APPROVAL OF DESIGN REQUIRED:

Before commencing construction, Grantee shall obtain approval from Grantor for the design of the easement.

8. LAW:

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this agreement shall lie in Skagit County, Washington.

9. INDEPENDENT COUNSEL:

Macy has received independent legal counsel with regard to this agreement, or has had opportunity to receive independent legal counsel, and Macy agrees that the terms of this agreement shall not be construed against the drafter.

10. NOTICE:

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the parties at their addresses set forth in this Agreement or such other address as they shall provide to the other party in writing, or to either of them in any other manner



200209180111

Skagit County Auditor

prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

11. ARBITRATION:

Except for injunctive relief, any dispute arising between the parties to this agreement regarding the rights, terms or conditions therein contained shall be submitted to the Judicial Arbitration and Mediation Service (JAMS), Seattle, Washington for binding arbitration. Using the American Arbitration Association rules for arbitration, JAMS shall render a decision which decision may be entered into a Skagit County, State of Washington, Superior Court Judgment by any party and so enforced.

12. BINDING ON HEIRS AND SUCCESSORS:

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

13. PARTIAL INVALIDITY:

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this agreement shall remain in full force and effect unimpaired by the holding.

14. TIME OF ESSENCE:

Time is expressly declared to be of the essence in this agreement.



200209180111  
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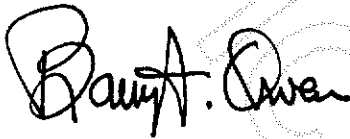
9/18/2002 Page 5 of 10 3:49PM

**GRANTOR:**

DATE: September 17, 2002.

MARINE HEIGHTS, LLC

by,



\_\_\_\_\_  
BARRY F. OWEN, Manager for  
Marine Heights, LLC

DATE: September 17, 2002.

**GRANTEE:**

  
\_\_\_\_\_  
James W. Macy  
\_\_\_\_\_  
Linda S. Macy

200209180111  
Skagit County Auditor

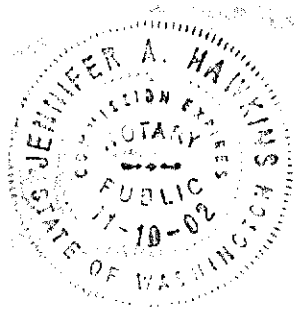
9/18/2002 Page 6 of 10 3:49PM

Notary

STATE OF WASHINGTON )  
 ) ss  
County of Skagit )

On this 17<sup>th</sup> day of September, 2002, before me personally appeared BARRY F. OWEN, Manager for Marine Heights, LLC, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as Manager for Marine Heights, LLC, as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Subscribed and sworn to before me this 17<sup>th</sup> day of September, 2002.



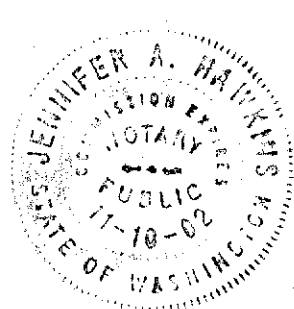
Jennifer A. Hawkins  
Jennifer A. Hawkins

NOTARY PUBLIC in and for the BOW  
State of Washington, residing at Anacortes.  
My Commission expires: 11-10-2002

STATE OF WASHINGTON )  
 ) ss  
County of Skagit )

On this 16<sup>th</sup> day of September, 2002, before me personally appeared James W. Macy and Linda S. Macy, husband and wife, 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.

Subscribed and sworn to before me this 16<sup>th</sup> day of September, 2002.



Jennifer A. Hawkins  
Jennifer A. Hawkins

NOTARY PUBLIC in and for the BOW  
State of Washington, residing at Anacortes.  
My Commission expires: 11-10-2002



200209180111  
Skagit County Auditor  
9/18/2002 Page 7 of 10 3:49PM

Exhibit A

Lot 31, Plat of Marine Heights, according to the plat hereof recorded in volume 16 of Plats, pages 173 through 175, under Auditors File no. 9707220058, records of Skagit County, Washington.

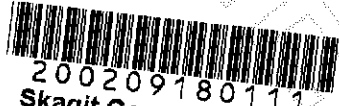
  
200209180111  
Skagit County Auditor  
9/18/2002 Page 8 of 10 3:49PM



Exhibit B

Lot 50, Plat of Marine Heights, according to plat thereof recorded in volume 16 of Plats, pages 173 through 175, under Auditors File no. 9707220058, records of Skagit County, Washington, a/k/a Lot 2, Macy Short Plat, recording No. 200204190137.

(Tax Parcel No. P119091)

Lot 51, Plat of Marine Heights, according to plat thereof recorded in volume 16 of Plats, pages 173 through 175, under Auditors File no. 9707220058, records of Skagit County, Washington, a/k/a Lot 3, Macy Short Plat, recording No. 200204190137.

(Tax Parcel No. P119090)

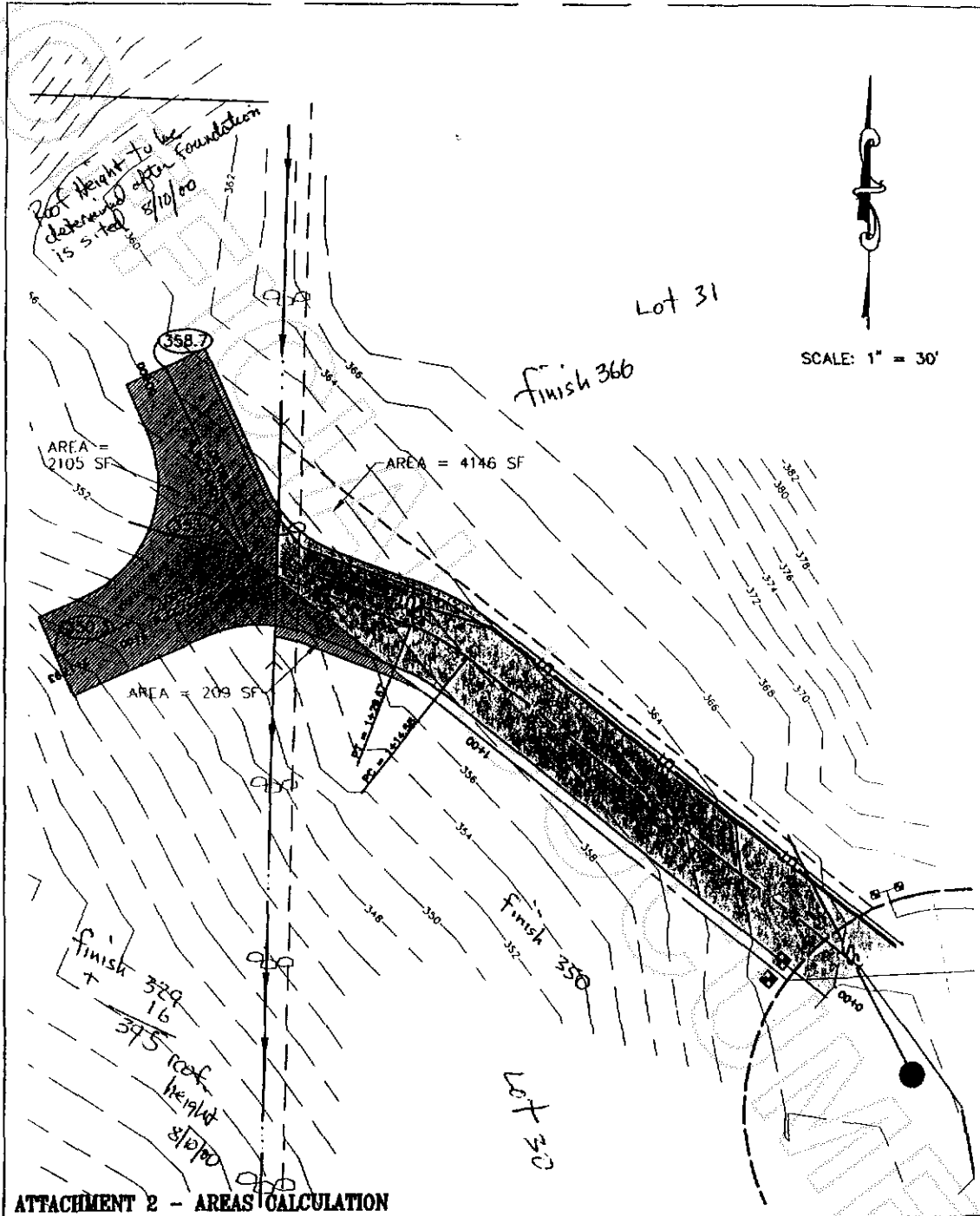


200209180111

Skagit County Auditor

9/18/2002 Page 9 of 10 3:49PM

Exhibit C



ATTACHMENT 2 - AREAS CALCULATION

**Sound Development Group**  
 ENGINEERING & LAND DEVELOPMENT SERVICES  
 160 Cascade Place, Suite 210  
 Burlington, WA 98233  
 Tel: 360-404-2010 Fax: 360-404-2008

SHEET DESCRIPTION:

**LOT 2 DRIVEWAY ACCESS  
 FOR  
 JIM AND LINDA MACY**

SCALE: 1" = 30'  
 DRAWN BY: TAZ  
 JOB NO. 15-300-00  
 DATE: JULY, 2000



200209180111  
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