



201407170005

Skagit County Auditor
7/17/2014 Page

1 of 16 9:51AM
\$87.00

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

WHEN RECORDED RETURN TO:

JUL 17 2014

BRADLEY D. SWANSON
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 Dupont Street
Bellingham, WA 98225

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

Document Title: Easement for Access, Utilities, and Structures
Grantor/borrower: CYNTHIA A. BACKLUND, a single woman
Grantee/assignee/beneficiary: GEMS, LLC, a Florida limited liability company
Legal Description: Ptn. of the Southwest Quarter, Section 13, Township. 35 North, Range 1 East, W.M., City of Anacortes, Skagit County, Washington
Assessor's Tax Parcel ID#: 3772-239-020-0315/P56378 and 350113-0-051-0209/P31536

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES

THIS EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES (hereinafter the "Easement"), is made this 25th day of April 2011, by and between CYNTHIA A. BACKLUND, a single woman, herein the "Grantor" and GEMS, LLC, a Florida limited liability company, herein the "Grantee."

RECITALS

A. Grantor owns certain real property situated in the City of Anacortes, Skagit County, Washington, legally described as follows:

SEE ATTACHED EXHIBIT "A."

Hereinafter the "Burdened Property." Exhibit "A" is attached hereto and incorporated herein by reference.

B. Grantee owns certain real property situated in the City of Anacortes, Skagit County, Washington, legally described as follows:

SEE ATTACHED EXHIBIT "B."

Hereinafter the "Benefited Property." Exhibit "B" is attached hereto and incorporated herein by reference.

C. Grantee is redeveloping the existing pier on and adjacent to the Benefited Property (the "Project"). Upon completion of the Project, the existing pier will be open to the public for the public's use and enjoyment.

D. As part of the Project, the Grantee will construct a new access road (the "Access Road") and install utilities (i.e. water lines, sewer lines, telephone lines, cable lines, Internet lines, television lines, power lines, etc.) (the "Utilities") to provide ingress, egress, and utilities to the Project. The approved alignment of the Access Road goes through the northern most portion of the Burdened Property near the bottom of the bluff (the "Easement Area").

E. To properly construct the Access Road, additional storm drainage facilities (the "Storm Drainage Facilities"), a retaining wall on the south side of the Access Road (the "South Retaining Wall"), and a second retaining wall on the north side of the Access Road (the "North Retaining Wall") will need to be constructed. Collectively, the South Retaining Wall and the North Retaining Wall will be referred to as the "Retaining Walls." As a result, the Storm Drainage Facilities and the Retaining Walls will be located on the Burdened Property.

F. The Retaining Wall design may include anchors that secure the Retaining Wall to stable upland soil ("Retaining Wall Anchors"). If necessary, these Retaining Wall Anchors will be drilled into the soil behind the Retaining Walls and remain embedded in the ground permanently. The Retaining Wall Anchors will not be visible from the ground surface. It is likely that the depth of the Retaining Wall Anchors will be at least 20 feet below the lawn on the Burdened Property.

G. With this Easement, Grantor intends to allow Grantee the right to (1) access the Benefited Property, (2) construct the Access Road, (3) install the Utilities, (4) construct the



Storm Drainage Facilities, and (5) construct the Retaining Walls (including any necessary Retaining Wall Anchors) within the Easement Area. The Easement Area is legally described in Exhibit "C" and depicted on Exhibit "D." Both Exhibits "C" and "D" are attached hereto and incorporated herein by reference.

I. With this Easement, the Grantor intends to allow the Grantee to install the Retaining Wall Anchors below the ground surface on the Burdened Property.

J. With this Easement, the Grantor intends to allow the public to access the commercial facilities to be constructed as part of the Project, the Guemes Channel shoreline, and the public amenities near the Project.

K. The Access Road, the Utilities, the Storm Drainage Facilities, the Retaining Walls, and the Retaining Wall Anchors shall be collectively referred to herein as the "Improvements."

NOW, THEREFORE, the parties agree as follows:

1. **Access Road, Utilities, Storm Drainage Facilities, and Retaining Walls Easement.** Grantor hereby grants and conveys to the Grantee a perpetual, nonexclusive easement across, over, and under the Easement Area for the purpose of (1) ingress and egress and (2) constructing, reconstructing, improving, installing, maintaining, replacing, protecting, and operating the Access Road, the Utilities, the Storm Drainage Facilities, and the Retaining Walls within the Easement Area. In addition, Grantor hereby grants and conveys to Grantee the right to construct additional facilities related to the Access Road and the Project within the Easement Area, if necessary.

2. **Retaining Wall Anchor Easement.** Grantor hereby grants and conveys to the Grantee a perpetual nonexclusive easement across, over, under, and through the Burdened Property for the purpose of constructing, reconstructing, improving, installing, maintaining, replacing, protecting, and operating the Retaining Wall Anchors. In addition, the Grantor hereby grants and conveys to Grantee the right of ingress and egress over the Burdened Property for said purposes.



3. **Temporary Construction Easement.** Grantor further grants and conveys to the Grantee a temporary easement across, over, under, and through the Burdened Property for the construction and installation of the Improvements. This temporary construction easement shall terminate at the time the City of Anacortes grants final approval for the Improvements.

4. **Public Access Easement.** Grantor further grants and conveys to the public a perpetual, nonexclusive easement across and over that portion of the Easement Area, which is north of the face of the South Retaining Wall (within the bounds of the Burdened Property) for the purpose of public ingress and egress to the commercial facilities to be constructed as part of the Project, the Guemes Channel shoreline, and the public amenities near the Project. The Grantee may, in its sole discretion, survey the Access Road and Retaining Walls on the Burdened Property (once the same is constructed) to prepare and record a legal description for this Public Access Easement as a supplement to this document. This Public Access Easement shall not encumber any portion of the Burdened Property south of the face of the South Retaining Wall. The approximate location of the Public Access Easement is shown on Exhibit "E," which is attached hereto and incorporated by this reference.

5. **Benefit.** The Easements granted herein are for the benefit of the Grantee and any heirs, assigns, successors to, and personal representatives of the Grantee.

6. **Construction of Improvements.** The Grantee shall construct the Improvements and shall bear all costs and expenses related thereto.

7. **Maintenance and Repair of Improvements.** The Grantee shall maintain and repair the Improvements and shall bear all costs and expenses related thereto, *except* as provided for in Paragraph 8, below.

8. **Damage to Improvements.** In the event, Grantor (including its guests, relatives, or invitees) is responsible for damage to the Improvements, Grantor shall be responsible for all costs and expenses necessary to repair the damaged Improvements to its pre-damaged condition. In the event the Grantor fails to make the necessary repairs, the Grantee may make the repairs and charge back the Grantor the amount for the costs and expenses related to the reconstruction. If the Grantor does not reimburse the Grantee within 30 days of receipt of written notice to pay,



the amount owed shall become a lien against the Burdened Property. Any such lien may be foreclosed in any such manner as a Materialmans Lien.

9. Restoration. After construction of the Improvements is complete and accepted by the City of Anacortes, Grantee shall restore the Burdened Property to its pre-construction condition, *except that* those certain portions of the Easement Area permanently covered by Improvements need not be restored. The Easement Area need not be restored after construction, maintenance, or repair of the Improvements as it will be completely covered by the Access Road after construction. After any maintenance and/or repair (including maintenance and/or repair resulting from damage, pursuant to Paragraph 8) of the Improvements are complete, Grantee shall restore the Easement Area not covered by Improvements to its pre-maintenance condition. All restoration shall be at the sole cost and expense of the Grantee, *except as provided for in Paragraph 8, above.*

10. Costs and Expenses. Grantee shall pay all costs and expenses related to Grantee's exercise of its rights under this Easement, *except as otherwise provided herein.*

11. Cooperation with Project. Grantor shall cooperate in good faith with Grantee to fulfill the intent of this Easement and complete the Project. In addition, Grantor shall execute any documents reasonable and necessary to fulfill the intent of this Easement and to complete the Project. No consideration shall be paid to Grantor for Grantor's compliance with this Paragraph.

12. Indemnity. Each party agrees to indemnify, hold harmless, and defend the other party from any and all claims for injuries and/or damages suffered by any person or property, which may be caused by (1) that party's exercise of any rights or performance of any obligations provided for herein or (2) that party's negligence.

13. Binding effect. In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are pertinent to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

14. No waiver. Failure to enforce any provision of this Easement shall not operate as a waiver of any such provision.



15. **Severability.** Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. **Attorney's Fees.** If any suit or other proceeding is instituted by either of the parties to this Easement arising out of or pertaining to this Easement, including but not limited to filing suit or requesting an arbitration or other alternative dispute resolution process, and appeals and collateral actions relative to such suit or proceeding, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially non-prevailing party, in addition to such other available relief.

17. **Governing Law.** This Easement shall be governed, construed, and enforced in accordance with the laws of the State of Washington. Venue shall be the Superior Court of Skagit County, Washington.

18. **Entire Agreement.** This Easement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have executed this document as of the date first above written.

GRANTOR:


CYNTHIA A. BACKLUND

GRANTEE:

GEMS, LLC


By: SHAHNAZ AILLY-GARD
Its: Member

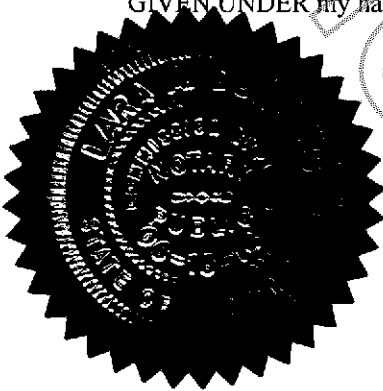


UNRECORDED DOCUMENT

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this 25th day of April 2011, before me personally appeared CYNTHIA A. BACKLUND, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.



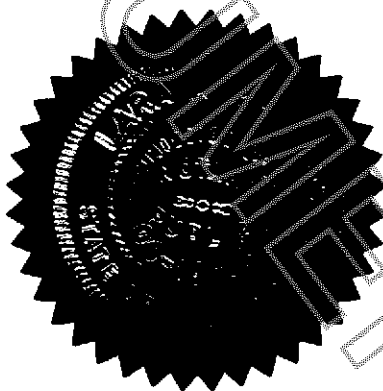
Lara A. Dunning
Print Name: Lara Dunning
Notary Public in and for the State of Washington,
residing at 2326 11th St.
My Commission Expires: 6.15.14

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this _____ day of _____ 2011, before me personally appeared SHAHNAZ ALLY-GARD, to me known to be the Member of the limited liability company that executed the within and foregoing 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 she was authorized to execute said instrument.

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

Lara Dunning
Printed Name: Lara A. Dunning
Notary Public in and for the State of Washington,
residing at 2326 11th St.
My Commission Expires: 6.15.14



EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 7



EXHIBIT "A"

The Burdened Property is legally described as follows:

BEGINNING AT A POINT ON THE SOUTH LINE OF BLOCK 239 IN THE PLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON, 100 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK 239; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID BLOCK TO AN INTERSECTION WITH A LINE WHICH IS 30 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH A LINE RUNNING FROM A POINT IN THE CENTER LINE OF AVENUE D 602.7 FEET NORTH OF ITS INTERSECTION WITH THE CENTER LINE OF ELEVENTH STREET, TO A POINT IN THE CENTER LINE OF AVENUE B 248.2 FEET NORTH OF ITS INTERSECTION WITH THE CENTER LINE OF ELEVENTH STREET; THENCE SOUTHWESTERLY, PARALLEL WITH SAID DESCRIBED LINE AND 30 FEET DISTANT SOUTHERLY THEREFROM (MEASURED AT RIGHT ANGLES) TO A POINT 200 FEET DUE WEST OF THE EAST LINE OF SAID BLOCK 239 AND SAID EAST LINE PRODUCED; THENCE SOUTH, PARALLEL WITH SAID EAST LINE, TO THE SOUTH LINE OF SAID BLOCK 239, THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 8



201407170005

EXHIBIT "B"

The Benefited Property is legally described as follows:

PARCEL 'A'

LOTS 1 TO 8, INCLUSIVE, THE EAST 24 FEET OF LOT 11 AND LOTS 12 TO 17, INCLUSIVE, BLOCK 201, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON,

EXCEPTING THEREFROM THAT PORTION OF LOTS 2 TO 8, INCLUSIVE, IN SAID BLOCK 201, THAT LIES NORTH AND WEST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 2 TO A POINT ON THE SOUTH LINE OF SAID LOT 8 OPPOSITE THE NORTHEAST CORNER OF LOT 9 OF SAID BLOCK 201, AS CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED DATED OCTOBER 27, 1913 AND RECORDED OCTOBER 30, 1913 IN VOLUME 95 OF DEEDS, PAGE 274, UNDER AUDITOR'S FILE NO. 99079.

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'B'

THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD DESIGNATED AS RESERVE RIGHT-OF-WAY FOR THE SEATTLE AND NORTHERN RAILROAD AND A PORTION OF BLOCK 201 AS SHOWN ON THE PLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF TRACTS 12 AND 13 OF PLATE NO. 8 OF THE TIDE AND SHORELANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 201, OF SAID PLAT OF ANACORTES; THENCE NORTH 0°33'14" EAST ALONG THE WEST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 243.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 61°29'00" WEST, A DISTANCE OF 56.71 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY 9TH STREET; THENCE SOUTH 89°26'34" EAST ALONG THE SOUTH RIGHT-OF-WAY OF 9TH STREET, A DISTANCE OF 20.73 FEET; THENCE SOUTH 65°11'52" WEST, A DISTANCE OF 233.48 FEET TO A POINT ON THE NORTH LINE OF THE ALLEY THROUGH BLOCK 201 OF SAID PLAT; THENCE NORTH 89°26'31" WEST ALONG THE NORTH LINE OF SAID ALLEY, A DISTANCE OF 26.39 FEET; THENCE SOUTH 0°33'24" WEST, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ALLEY; THENCE SOUTH 60°33'08" WEST, A DISTANCE OF 100.23 FEET;

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 9



THENCE SOUTH 65°36'05" WEST, A DISTANCE OF 341.17 FEET TO AN INTERSECTION WITH A CURVE HAVING A RADIUS POINT BEARING NORTH 24°23'55" WEST, A RADIAL DISTANCE OF 985.37 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°37'06", AN ARC DISTANCE OF 62.23 FEET TO THE INTERSECTION WITH THE CENTERLINE OF "B" AVENUE;
THENCE NORTH 0°33'35" EAST ALONG THE NORTHERLY PROJECTION OF THE CENTERLINE "B" AVENUE, A DISTANCE OF 64.01 FEET;
THENCE NORTH 65°36'05" EAST, A DISTANCE OF 418.88 FEET TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF THE CENTERLINE OF "C" AVENUE;
THENCE NORTH 0°33'24" EAST ALONG THE PROJECTION OF CENTERLINE "C" AVENUE, A DISTANCE OF 23.86 FEET;
THENCE SOUTH 89°26'36" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST RIGHT-OF-WAY OF "C" AVENUE;
THENCE NORTH 65°36'05" EAST, A DISTANCE OF 165.32 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 5, TRACT 12, PLATE 8 TIDE AND SHORELANDS;
THENCE SOUTH 0°33'19" WEST ALONG THE WEST LINE OF SAID LOT 5, TRACT 12, A DISTANCE OF 27.57 FEET;
THENCE NORTH 65°36'05" EAST, A DISTANCE OF 165.32 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF "D" AVENUE;
THENCE SOUTH 0°33'14" WEST ALONG THE WEST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 14.45 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'D'

LOTS 1,2,3,4,5,6,7,8,9, AND 10, TRACT 12, PLATE NO. 8, TIDE AND SHORE LANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, AS SHOWN ON OFFICIAL PLAT ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;

EXCEPT THAT PORTION THEREOF HERETOFORE DEEDED TO GREAT NORTHERN RAILWAY COMPANY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SAID TRACT 12;
THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 43 FEET;
THENCE WESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF LOT 10 OF SAID TRACT 12, 34 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10;
THENCE SOUTH TO SOUTHWEST CORNER OF SAID LOT 10;
THENCE EASTERLY ALONG THE HIGH TIDE MEANDER LINE TO PLACE OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'E'

A STRIP OF PIECE OF LAND 25 FEET WIDE IN LOTS 1,2,3,4, AND 5 OF TRACT 12, PLATE 8, ANACORTES TIDELANDS IN SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.,

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 10



ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, BEING ALL THAT PART OF SAID LOTS LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF LOT 10 IN SAID TRACT 12, 34 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10 AND LYING NORTH OF A LINE WHICH IS PARALLEL TO THE ABOVE DESCRIBED LINE AND 25 FEET DISTANT SOUTHEASTERLY, MEASURED AT RIGHT ANGLES THEREFROM.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'F'

THAT PORTION OF TRACT 13, PLATE 8, TIDE AND SHORE LANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR AND THE EAST 1/2 OF VACATED "B" AVENUE ADJOINING, AND THE WEST 1/2 OF VACATED "C" AVENUE ADJOINING, WHICH LIES NORTHERLY OF A LINE RUNNING SOUTHWESTERLY ALONG A TANGENT FROM A POINT 632.7 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE OF 11TH STREET WITH THE CENTERLINE OF "D" AVENUE, TO A POINT 278.5 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE "B" AVENUE WITH 11TH STREET;

EXCEPT ALL THAT PORTION THEREOF, IF ANY, CONVEYED TO BRADLEY R. PAULSON AND MARJORIE A. PAULSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8803300066, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'G'

THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD DESIGNATED AS RESERVE RIGHT-OF-WAY FOR THE SEATTLE AND NORTHERN RAILROAD AND A PORTION OF BLOCK 198 AS SHOWN ON THE PLAT OF "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A PORTION OF TRACT 11 OF PLATE NO. 8 OF THE TIDE AND SHORELANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 197 OF SAID PLAT OF ANACORTES; THENCE NORTH 0°33'14" EAST ALONG THE EAST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 72.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0°33'14" EAST ALONG THE EAST RIGHT-OF-WAY OF "D" AVENUE, A DISTANCE OF 50.00 FEET; THENCE NORTH 52°30'56" EAST, A DISTANCE OF 242.41 FEET; THENCE NORTH 60°40'00" EAST, AS DISTANCE OF 459.84 FEET TO THE INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 3, TRACT 10, PLATE 8 TIDE AND SHORELANDS.

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 11



THENCE SOUTH 0°32'57" WEST ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID LOT 3, TRACT 10, A DISTANCE OF 71.23 FEET;
THENCE SOUTH 60°55'30" WEST, A DISTANCE OF 402.40 FEET;
THENCE SOUTH 50°39'29" WEST, A DISTANCE OF 234.45 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF 9TH STREET;
THENCE NORTH 89°26'34" WEST ALONG THE NORTH RIGHT-OF-WAY OF 9TH STREET, A DISTANCE OF 45.63 FEET;
THENCE SOUTH 61°29'00" WEST, A DISTANCE OF 16.39 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY OF "D" AVENUE ALSO BEING THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL 'H'

THOSE PORTIONS OF THE HARBOR AREA LYING IN FRONT OF PORTIONS OF TRACT 12 AND "D" AVENUE AS SHOWN ON PLATE NO. 8 AND ITS SUPPLEMENT, ANACORTES HARBOR OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AS SHOWN ON THE OFFICIAL TIDE AND SHORELANDS MAPS ON FILE IN THE OFFICE OF THE WASHINGTON STATE COMMISSIONER OF PUBLIC LANDS, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE CENTERLINE INTERSECTION OF "D" AVENUE AND 10TH STREET AS SHOWN ON SURVEY RECORDED IN BOOK 8 OF SURVEYS, PAGE 126, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 1°50'57" EAST, ALONG THE CENTERLINE OF SAID "D" AVENUE, 296.00 FEET TO THE CENTERLINE INTERSECTION WITH 9TH STREET;
THENCE CONTINUING NORTH 1°50'57" EAST, ALONG SAID CENTERLINE, 133.84 FEET TO A POINT ON THE INNER HARBOR LINE OF SAID PLATE NO. 8;
THENCE SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 42.09 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 190.11 FEET;
THENCE NORTH 2°02'48" EAST, 132.31 FEET;
THENCE SOUTH 72°59'44" WEST, 103.44 FEET;
THENCE NORTH 2°51'52" EAST, 33.90 FEET;
THENCE NORTH 72°57'27" EAST, 98.82 FEET;
THENCE NORTH 2°19'49" EAST, 86.42 FEET;
THENCE NORTH 80°52'53" EAST, 154.53 FEET;
THENCE SOUTH 5°54'45" WEST, 22.30 FEET;
THENCE NORTH 58°08'00" EAST, 74.01 FEET;
THENCE SOUTH 33°57'48" EAST, 31.52 FEET;
THENCE SOUTH 58°21'38" WEST, 80.34 FEET;
THENCE SOUTH 1°40'30" WEST, 24.92 FEET;
THENCE NORTH 87°10'10" WEST, 19.35 FEET;
THENCE SOUTH 2°29'22" WEST, 94.12 FEET;
THENCE SOUTH 86°42'08" EAST, 27.27 FEET TO A POINT WHICH LIES NORTH 2°29'22" EAST, 19.78 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 2°29'22" WEST, 19.78 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 12



PARCEL 2:

BEGINNING AT THE AFOREMENTIONED INTERSECTION OF THE CENTERLINE OF "D" AVENUE WITH THE INNER HARBOR LINE OF SAID PLATE NO. 8;
THENCE SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 241.07 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 84.30 FEET;
THENCE NORTH 1°22'24" WEST, 35.51 FEET TO A POINT WHICH LIES SOUTH 88°26'36" WEST, 76.46 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°26'36" EAST, 76.46 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 13



201407170005

Skagit County Auditor

\$87.00

7/17/2014 Page

13 of

16

9:51AM

EXHIBIT "C"

The Easement Area is legally described as follows:

AN EASEMENT OVER A PORTION OF THAT PARCEL DEEDED TO CYNTHIA A. BACKLUND UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200609080100, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED EASEMENT MARGIN:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, HOLTON SHORT PLAT, ACCORDING TO THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 9402180053, FROM WHICH THE NORTHEAST CORNER OF LOT 2 OF SAID HOLTON SHORT PLAT BEARS SOUTH 01°53'45" WEST A DISTANCE OF 115.10 FEET, THENCE NORTH 60°53'00" EAST A DISTANCE OF 116.68 FEET TO THE WEST LINE OF LOT 2, CHANNEL VIEW SHORT PLAT, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 9101290005, AND THE TERMINUS OF SAID EASEMENT MARGIN.

CONTAINING 4014 SQUARE FEET, MORE OR LESS.

SITUATE IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

EASEMENT FOR ACCESS, UTILITIES, AND STRUCTURES - 14



201407170005

Skagit County Auditor

\$87.00

7/17/2014 Page

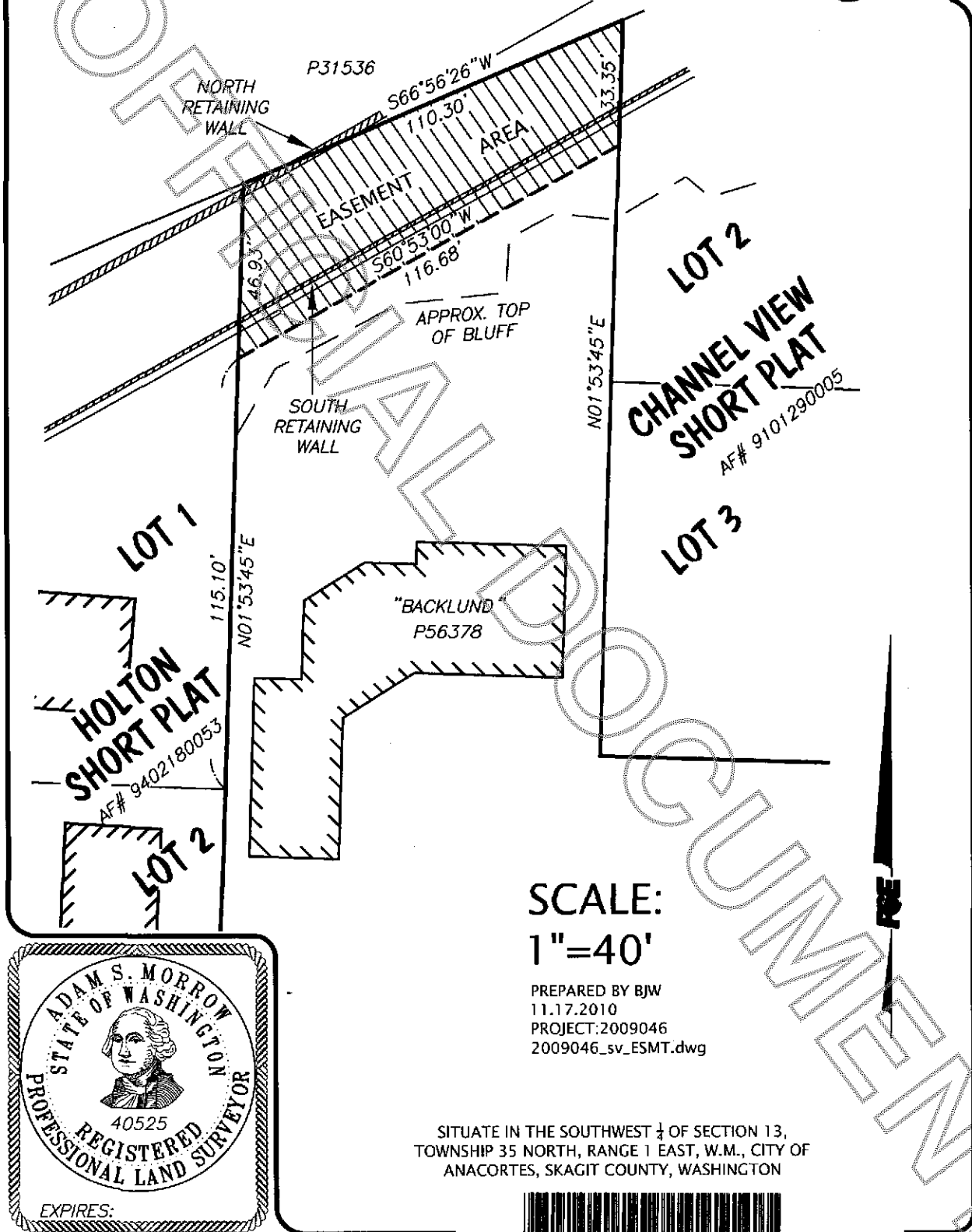
14 of

16

9:51AM



EXHIBIT 'D'
EASEMENT FOR ACCESS, UTILITIES AND STRUCTURES



SCALE:
1"=40'

PREPARED BY BJW
11.17.2010
PROJECT:2009046
2009046_sv_ESMT.dwg

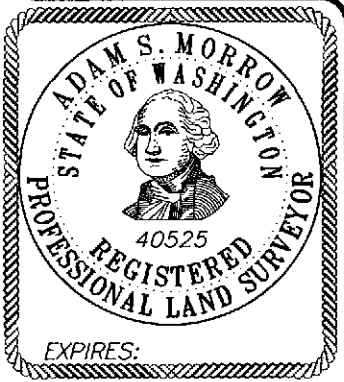
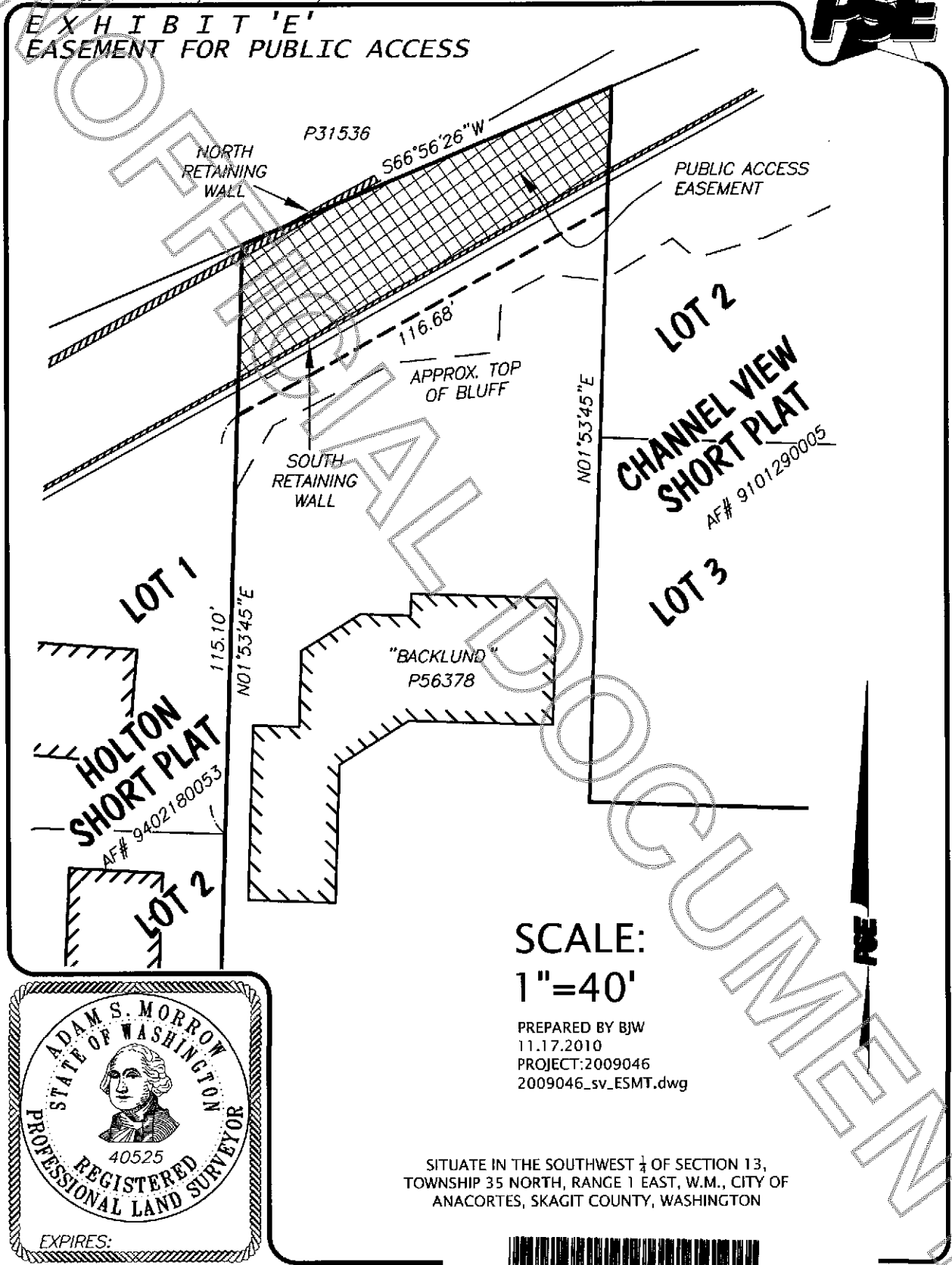
SITUATE IN THE SOUTHWEST ¼ OF SECTION 13,
TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., CITY OF
ANACORTES, SKAGIT COUNTY, WASHINGTON



201407170005



EXHIBIT 'E' EASEMENT FOR PUBLIC ACCESS



SCALE:
1"=40'

PREPARED BY BJW
11.17.2010
PROJECT:2009046
2009046_sv_ESMT.dwg

SITUATE IN THE SOUTHWEST 1/4 OF SECTION 13,
TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., CITY OF
ANACORTES, SKAGIT COUNTY, WASHINGTON

