



201603210153

Skagit County Auditor \$77.00
3/21/2016 Page 1 of 5 12:03PM

When Recorded, Return to:

SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION

Attn: J. Arzberger
14725 SE 36th Street
Suite 200
Bellevue, WA 98006

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

MAR 21 2016

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

EASEMENT AGREEMENT

Grantor:	<u>THE QUADRANT CORPORATION</u>
Grantee:	<u>SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION</u>
Legal Description (complete):	<u>PARK TRACT P2, PLAT OF SKAGIT HIGHLANDS DIVISION V (PHASE I) AS RECORDED DECEMBER 21, 2006 UNDER AUDITOR'S FILE NO. 200612210067. RECORDS OF SKAGIT COUNTY WASHINGTON.</u>
Assessor's Tax Parcel ID #s:	<u>P125578/4915-000-999-0900</u>

This Easement Agreement is dated for reference purposes March 10, 2016 (the "Effective Date"), and is made by and between **THE QUADRANT CORPORATION**, a Washington corporation ("Grantor"), and **SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION**, a Washington nonprofit corporation ("Grantee").

RECITALS

- A. Grantor is owner of the real property described above and incorporated herein by this reference (the "Property").
- B. Grantor desires to grant Grantee an easement on, over, and across the Property for any lawful purpose.

AGREEMENT

1. **Easement.** Grantor hereby grants, dedicates and conveys to Grantee, its successors and assigns, as a covenant running with the land, a non-exclusive easement

(the "Easement") for any lawful purpose, including, but not limited to, open space, landscape, recreation, pedestrian and recreational use and access by Grantee and its members and permitted guests, subject to the terms and conditions set forth herein, on over, and across the Property.

2. Operations, Management and Scheduling. Grantee shall have sole responsibility for the operation, management, and scheduling of the Property. This includes, but is not limited to, establishing rules and regulations for the Property, scheduling use of the Property and any of its facilities, and charging and collecting fees for use of the Property or its facilities.

3. Maintenance and Repair. Grantee shall provide, at its sole expense, all maintenance and repair services for the Property and its facilities, including the cost of all utilities associated with operation of the Property and its facilities. The Property and its facilities shall be maintained in a clean, attractive and safe condition, substantially similar to the condition of the original installation, with allowance for reasonable wear and tear. All repairs to and replacement of any facilities located on the Property shall be conducted promptly and with materials of like kind and quality to the original. Notwithstanding the foregoing, Grantor shall remain solely responsible for any methane remediation monitoring or work on or with respect to the Property.

4. Property Taxes. Grantor shall continue to be responsible for and pay or cause to be paid all taxes, including, without limitation, real property taxes and special assessments, applicable to the Property, regardless of the easements and interests granted or created by this Easement.

5. Reservation of Rights. Grantor reserves the right to use the Property for any lawful purpose not inconsistent with Grantee's use of the Property.

6. General Liability Insurance. If Grantee is required to maintain general liability insurance under Grantee's governing documents, then such general liability insurance policy shall be modified to include the Property.

7. General Provisions.

7.1. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy facsimile. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) two (2) business days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier (as evidenced by the written verification of receipt); or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

Grantor: The Quadrant Corporation
14725 SE 36th Street, Suite 200
Bellevue, WA 98006

Grantee: Skagit Highlands Homeowners Association
11211 Slater Avenue NE
Kirkland, WA 98033

7.2. Entire Agreement. This Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Easement may be modified or amended only by a written instrument executed by the parties hereto.

7.3. Headings. The subject headings of the sections and paragraphs of this Easement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.4. Severability. If any term or provision of this Easement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

7.5. Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

7.6. Successors and Assigns. Each covenant and condition contained in this Easement shall inure to the benefit of and be binding on the parties to this Easement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

7.7. Recording. A fully executed counterpart of this Easement shall be recorded in the Office of the County Auditor of Skagit County, Washington.

7.8. Attorneys' Fees and Costs. If any legal action or any other proceeding is brought for the enforcement of this Easement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

7.9. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Washington.

DATED as of the 10th day of March, 2016.

GRANTOR:

THE QUADRANT CORPORATION,
a Washington corporation

By [Signature]
Name Bonnie Gertz
Title Vice President

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING

On this day personally appeared before me Bonnie Gertz,
to me known to be the VICE PRESIDENT of THE QUADRANT
CORPORATION, a Washington corporation that executed the foregoing instrument and
acknowledged such instrument to be the free and voluntary act and deed of such
corporation, for the uses and purposes therein mentioned, and on oath stated that [s/he]
was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of March, 2016.



[Signature]
Printed Name Gail M. Acheson
NOTARY PUBLIC in and for the State of Washington,
residing at Kirkland
My Commission Expires 9/15/19

GRANTEE:

**SKAGIT HIGHLANDS
HOMEOWNERS ASSOCIATION,**
a Washington nonprofit corporation

By Julie Arzberger
Name Julie Arzberger
Title HOA President

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING

On this day personally appeared before me Julie Arzberger,
to me known to be the HOA President of SKAGIT HIGHLANDS
HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation that executed the
foregoing instrument and acknowledged such instrument to be the free and voluntary act
and deed of such corporation, for the uses and purposes therein mentioned, and on oath
stated that [s/he] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of MARCH, 2016.



Gail M. Acheson
Printed Name Gail M. Acheson
NOTARY PUBLIC in and for the State of Washington,
residing at Kirkland
My Commission Expires 9/15/19