



Skagit County Auditor \$80.00
4/8/2016 Page 1 of 8 3:31PM

Upon recording, please return to:

Brownlie Evans Wolf & Lee, LLP
230 Champion Street
Bellingham, Washington 98225

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 08 2016

EASEMENT

Reference Number(s) of related document(s): N/A

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

Grantor: Del Mar Beach LLC

Grantee: Alexander Beach Cabin, LLC

Legal Description (abbreviated): PTN LOT 24, RANCHO SAN JUAN DEL MAR
SUBDIVISION NO. 1, VOL 5 OF PLATS, P 27 TGW TDENS

Full legal on Exhibit A.

Assessor's Tax Parcel ID Numbers: P68209

EASEMENT

THIS EASEMENT is made this 29 of February, 2016, by Del Mar Beach LLC ("Grantor") and Alexander Beach Cabin, LLC ("Alexander") pursuant to the following facts:

- A. Grantor owns the real property legally described on Exhibit A (the "Property").
- B. Grantee own that real property legally described on Exhibit B (the "Alexander Property").
- C. As part of a resolution of a dispute between the parties, the common boundary line between the Property and Alexander Property has been adjusted.

EASEMENT

D. Alexander desires to have the ability to access the retaining wall to conduct maintenance and repair work. As additional consideration to resolve the dispute between the parties, Grantor is willing to grant an easement to Alexander for the benefit of the Alexander Property, under the terms and conditions set out herein.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement Right

Grantor hereby grants Alexander and its successors a non-exclusive easement over and across the Easement Area. The easement shall be for the limited purpose of allowing Alexander and its members and managers access to maintain and repair the retaining wall located on the Alexander Property. Such easement shall extend across the north five (5) feet of the Property, between the northwest corner of the Property and S. Del Mar Drive ("Easement Area").

2. Hold Harmless and Indemnification

Alexander shall hold harmless, indemnify, and defend Grantor from and against any claims, actions, suits, damages, and/or judgments arising out of Alexander's use of or presence on the Property. Such duty shall include, but is not limited to, the obligation of Alexander to pay: (1) all reasonable attorneys' fees and costs incurred by Grantor to defend against any claims, actions, suits, damages, and/or judgments; and (2) any settlement or judgment. Notwithstanding the above, Alexander shall not be obligated to indemnify, defend, or hold harmless Grantor to the extent that such liability arises out of Grantor's negligence or willful misconduct.

Grantor shall hold harmless, indemnify, and defend Alexander from and against any claims, actions, suits, damages, and/or judgments arising out of Grantor's ownership, maintenance, or use of the Property, or arising out of any use or maintenance of the Property by a tenant of Grantor. Such duty shall include, but is not limited to, the obligation of Grantor to pay: (1) all reasonable attorneys' fees and costs incurred by Alexander to defend against any claims, actions, suits, damages, and/or judgments; and (2) any settlement or judgment. Notwithstanding the above, Grantor shall not be obligated to indemnify, defend, or hold harmless Alexander to the extent that such liability arises out of Alexander's negligence or willful misconduct.

3. Obligations Run With the Land

The rights and obligations contained in this Easement shall be binding upon and inure to the benefit of all assignees, devisees, transferees or owners of the Property and the Alexander Property, and shall in all respects attach to the Property and to the benefit of the Alexander

EASEMENT

Property. Furthermore, this Easement shall be binding upon and inure to the benefit of any purchasers and/or transferees upon the conveyance of the Property.

4. Severability

Should any provision of this Easement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

5. Governing Law

This Easement shall be construed under the laws of the state of Washington, and any action brought by either party in relationship to this Easement shall be filed in the Superior Court of Skagit County, Washington.

6. Attorneys' Fees

The prevailing party shall be awarded from the other party all costs and reasonable attorneys' fees incurred in any action, suit, or judgment to interpret or to enforce this Easement, including appeals.

7. Incorporation of Prior Agreements

This instrument contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

Executed on the date first above written.

SIGNATURES ON FOLLOWING PAGES

EASEMENT

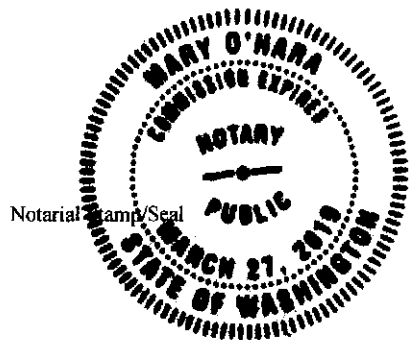
DEL MAR BEACH LLC

By: Laurel O'Neil
Laurel O'Neil, Managing Member

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that **Laurel O'Neil** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the managing member of **Del Mar Beach LLC** to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated March 3, 2016.



Mary O'Hara
Name: Mary O'Hara
NOTARY PUBLIC, State of Washington
My appointment expires 3/27/2019

EASEMENT

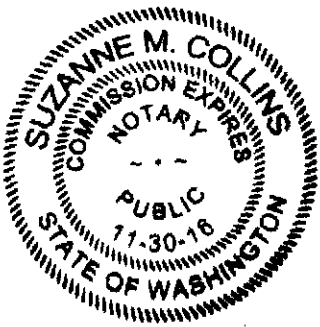
ALEXANDER BEACH CABIN, LLC

By: [Signature]
Richard Lipke, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **Richard Lipke** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a member of **Alexander Beach Cabin, LLC** to be the free and voluntary act of such party for the uses and purposes stated therein.

DATED: March 15, 2016.



[Signature]
Print Name: Suzanne M. Collins
NOTARY PUBLIC, State of Washington
My appointment expires: 11-30-16

EASEMENT

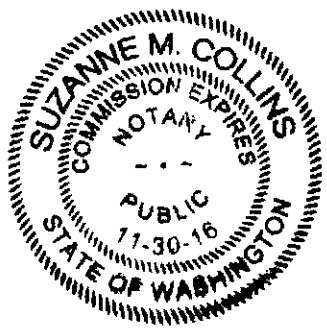
ALEXANDER BEACH CABIN, LLC

By: *Wendy Lipke*
Wendy Lipke, Member

STATE OF WASHINGTON)
COUNTY OF Whatcom) ss.
KING

I certify that I know or have satisfactory evidence that **Wendy Lipke** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as a member of **Alexander Beach Cabin, LLC** to be the free and voluntary act of such party for the uses and purposes stated therein.

DATED: March 15, 2016



Suzanne M Collins
Print Name: Suzanne M. Collins
NOTARY PUBLIC, State of Washington
My appointment expires: 11-30-16

EASEMENT

EXHIBIT A

DEL MAR BEACH LLC PROPERTY

Legal Description – Tax Parcel No. P68209

Lot 24, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 1, according to the plat thereof, recorded in Volume 5 of Plats, page 27, records of Skagit County, Washington;

EXCEPT the following described tract:

Beginning at the Southwest corner of said Lot 24;
Thence South 68°35' East along the South line of said Lot 24 a distance of 187.96 feet to the Southeast corner of said Lot 24;
Thence North 58°53'07" West a distance of 73.18 feet;
Thence North 74°39'34" West a distance of 116.48 feet to the point of beginning.

ALSO EXCEPT:

That portion of said Lot 24, lying Northerly of the following described line:
Beginning at the Northwest corner of said Lot 24;
Thence South 31°47'29" East 3.71 feet to a rebar with a plastic cap stamped "37550";
Thence South 61°53'11" East 19.40 feet to a rebar with a plastic cap stamped "37550";
Thence North 78°47'37" East 19.95 feet to a rebar with a plastic cap stamped "37550";
Thence North 81°13'01" East 4.45 feet to the North line of said Lot 24, said point being South 79°48'11" East 43.73 of the Northwest corner of said Lot 24.

TOGETHER WITH:

That portion of Lot 23 of said subdivision lying Southerly of the following described line:
Commencing at the Southwest corner of said Lot 23;
Thence South 79°48'11" East 43.73 feet along the south line of said Lot 23 to the True Point of Beginning;
Thence North 81°13'01" East 39.20 feet to a rebar with a plastic cap stamped "37550";
Thence North 90°00'00" East 41.21 feet to a rebar with a plastic cap stamped "37550";
Thence continuing North 90°00'00" East 32.62 feet to the East line of said Lot 23;

EXCEPT road as shown and dedicated on said plat.

Situate in Skagit County, Washington.

EASEMENT

EXHIBIT B

ALEXANDER BEACH CABIN, LLC PROPERTY

Legal Description – Tax Parcel No. P68208

Lot 23, RANCHO SAN JUAN DEL MAR SUBDIVISION NO. 1, according to the plat thereof, recorded in Volume 5 of Plats, page 27, records of Skagit County, Washington; TOGETHER WITH the Second Class Tidelands adjacent thereto.

TOGETHER WITH:

That portion of Lot 24 of said subdivision, lying Northerly of the following described line:
Beginning at the Northwest corner of said Lot 24;
Thence South 31°47'29" East 3.71 feet to a rebar with a plastic cap stamped "37550";
Thence South 61°53'11" East 19.40 feet to a rebar with a plastic cap stamped "37550";
Thence North 78°47'37" East 19.95 feet to a rebar with a plastic cap stamped "37550";
Thence North 81°13'01" East 4.45 feet to the North line of said Lot 24, said point being South 79°48'11" East 43.73 of the Northwest corner of said Lot 24.

EXCEPT:

That portion of said Lot 23 lying Southerly of the following described line:
Commencing at the Southwest corner of said Lot 23;
Thence South 79°48'11" East 43.73 feet along the south line of said Lot 23 to the True Point of Beginning;
Thence North 81°13'01" East 39.20 feet to a rebar with a plastic cap stamped "37550";
Thence North 90°00'00" East 41.21 feet to a rebar with a plastic cap stamped "37550";
Thence continuing North 90°00'00" East 32.62 feet to the East line of said Lot 23;

EXCEPT road as shown and dedicated on said plat.

Situate in Skagit County, Washington.