

When recorded return to:  
Intrepid NW LLC  
2018 R Avenue  
Anacortes, WA 98221

**Document Title:**  
Exclusive Shared Access Easement

**Reference Number:**

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Heather Beauvais  
DATE 04/19/2021

**Grantor(s):**

1. Skyline Court Condominiums

**Grantee(s)**

1. Intrepid NW LLC

**Abbreviated legal description:**  
PLAT OF SKYLINE COURT CONDOMINIUMS

**Assessor Parcel / Tax ID Number:**  
P100699 / 4581-000-101-0000

Additional tax parcel number(s) on page 4-5

**Exclusive Shared Access Easement**

**THIS EASEMENT AGREEMENT** entered into this 15<sup>th</sup> day of April, 2021 by Skyline Court Condominiums ("Grantor"), whose current mailing address 5104 Kingsway Anacortes, Washington 98221 to Intrepid NW LLC ("Grantee"), whose current mailing address is 2018 R Avenue Anacortes, Washington 98221. As used herein, the term "Grantor" shall include parties hereto their respective heirs, successors executors, administrators and assignors of the Grantor, and all subsequent property owners of the "Property" as hereinafter defined, and the term "Grantee" shall include parties hereto their respective heirs, successors, executors, administrators, and assignee, of Grantee and all subsequent property owners, owners' tenants and guests of the "Property" as hereinafter defined.

**WITNESSETH**

**WHEREAS**, Grantor hereby grants unto Grantee its successors, and assigns an Exclusive Shared Access Easement over a designated area of Grantor's property for ingress and egress to and from Grantee's property. The Easement Area is depicted in Exhibit-3 attached hereto (1500 Skyline Way Easements)

**NOW, THEREFORE**, in consideration of the hereinabove set forth are the mutual terms, conditions and obligations the parties agree as follows:

1. It is agreed that Grantee's shall have the right of use for ingress and egress within the easement area, as shown on Exhibit-3 attached.
2. Parking is not allowed at any time within the shared access easement area.
3. All general maintenance, repairs, replacement, or improvements within the easement area shall be the financial responsibility of the Grantor (s).
4. Damage caused within the easement areas by actions of the Grantee or Grantees agents will be the sole responsibility of the Grantee(s). All repairs are to be completed within 15 days, unless otherwise agreed upon in writing between the Grantor and Grantee.
5. Grantee shall make no alterations to the property within the easement area.
6. For the duration of this Agreement Grantee hereby agrees to indemnify, defend, and hold harmless Grantor and its successors and assigns from any and all claims liability, loss, damage, personal injury, or injury to or caused by the Grantee or Grantee's agents in connection with Grantee's use of the easement area; provided, however, the foregoing indemnity shall not apply to any damage caused solely by the negligence of Grantor or Grantor's agents in connection with Grantee's use the easement area; provided however, the foregoing indemnity shall not apply to any damage caused solely by the negligence of the Grantor or Grantors agents, tenants or guests. This indemnification applies to and includes, without limitation, the payment of all penalties, fines and judgements, awards, attorneys' fees, legal fees and related costs or expenses and reimbursements to Grantor.
7. The rights and responsibilities set forth in this agreement shall bind the parties hereto, their heirs, representatives, successors, and assigns.
8. This easement may be amended only by written agreement between the parties hereto or their heirs, assigns, successors, executors, administrators, and assigns. The amended easement shall be filed in the public records of Skagit County, Washington State.

**WHEREAS**, Grantor states that it has full authority to enter into the agreement, and that the signatory has full authority to enter into the agreement, and that the signatory has authority to execute the Agreement.

IN WITNESS WHEREOF, the undersigned have agreed for this Exclusive Shared Access Easement to be executed this 15<sup>th</sup> Day of April, 2021.

This Agreement to be signed by the following parties:  
Skyline Court Condominiums-Phillip Stroud-President  
Intrepid NW LLC-Neils Strandberg Member

ACKNOWLEDGEMENT

By: Phillip Stroud  
Phillip Stroud-President  
Skyline Court Condominiums

Dated: April 15, 2021

STATE OF WASHINGTON  
COUNTY OF Skagit

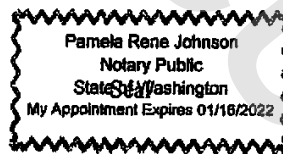
This 15<sup>th</sup> day of April, 2021  
personally appeared Phillip Stroud, who is personally known to me or proved to me with satisfactory evidence to be the individual described in and who executed the within foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal of office this 15<sup>th</sup> day of April, 2021

WITNESS my hand and official seal

Pamela Rene Johnson  
(Notary Name Printed)

Pamela Rene Johnson  
(Notary Signature)



My Commission Expires: 1/16/2022

ACKNOWLEDGEMENT

By: [Signature]  
Nels Strandberg Member  
Intrepid NW LLC

Dated: 4-16-21

STATE OF WASHINGTON  
COUNTY OF Skagit

This 16<sup>th</sup> day of April, 2021  
personally appeared Nels Strandberg, who is personally known to me or  
proved to me with satisfactory evidence to be the individual described in and who executed the within  
foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act  
and deed, for the uses and purposes therein mentioned.

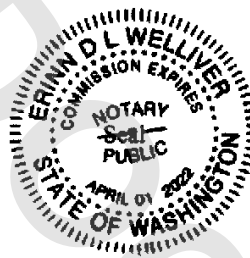
Given under my hand and official seal of office this 16<sup>th</sup> day of April, 2021

WITNESS my hand and official seal

Erinn D L Welliver  
(Notary Name Printed)

[Signature]  
(Notary Signature)

My Commission Expires: 4/1/2022



P100699 / 4581-000-101-0000 Unit A-101 Skyline Court (a condominium), according to amended declaration thereof recorded December 10, 1992, under Auditor's File o. 9212100086, and recorded in volume 15 of plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON;

P100700 / 4581-000-102-0001 Unit A-102 Plat of Skyline Court, Condominium, according to the amended declaration thereof recorded December 10, 1992, under Auditor's File No. 9212100086, and recorded in Volume 15 of SKAGIT COUNTY, WASHINGTON.

P100701 / 4581-000-103-0002 Unit A-103 Skyline Court (a condominium), according to amended declaration thereof recorded December 10, 1992, under Auditor's File no. 9212100086, and recorded in Volume 15 of plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON;

P100702 / 4581-000-104-0003 Unit A-104 Skyline Court (a condominium), according to amended declaration thereof recorded December 10, 1992, under Auditor's File No. 9212100086, and recorded in Volume 15 of plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON;

P100703 / 4581-000-201-0000 UNIT A-201, Skyline Court, Condominium, a condominium, according to the declaration thereof recorded April 16, 1992 under Auditor's File No. 9204160065 and survey and map plans recorded in Volume 15 of plats, pages 33 through 37, inclusive, and any amendments thereto, records of SKAGIT COUNTY, WASHINGTON.

P100704 / 4581-000-202-0001 Unit A-202 Skyline Court, "Plat of Skyline Court, Condominium," according to that survey recorded April 16, 1992, under Auditor's File no. 9204160064, in Volume 15 of plats, pages 33 through 37, inclusive, and according to that declaration recorded April 16, 1992, under Auditor's File No. 9204160065, said declaration being by those instruments recorded under Auditor's File No. 9206240092 and 9212100086, all records of SKAGIT, COUNTY, WASHINGTON.

P100705 / 4581-000-203-0002 UNIT A-203, Plat of Skyline Court, Condominium, according to the amended declaration thereof recorded December 10, 1992, under Auditors File No. 9212100086, and recorded in volume 15 of plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON.

P100706 / 4581-000-204-0003 Unit A-204 "Plat of Skyline Court, Condominium," according to that survey recorded April 16, 1992, under Auditor's File No. 9204160064, in volume 15 of plats, pages 33 through 37, inclusive, and according to that declaration recorded April 16, 1992, under Auditor's File No. 9204160065, said declaration being amended by those instruments recorded under Auditor's File Nos. 9206240092 and 9212100086, all records OF SKAGIT COUNTY, WASHINGTON.

P100707 / 4581-000-301-0000 UNIT A-301 "Plat of Skyline Court, Condominium", a condominium, as per the survey map and plans thereof recorded April 16, 1992, under Auditors File No. 9204160064 in volume 15 of plats, pages 33 through 37, inclusive and as further defined by "declaration and covenants, conditions, restrictions and reservations for skyline court condominium" recorded April 16<sup>th</sup>, 1992 under Auditor's File No. 9204160065 in Volume 1067 of official records, pages 386 to 450, inclusive, and as amended thereto recorded under Auditor's File Nos. 9206240092 and 9212100086, records OF SKAGIT COUNTY, WASHINGTON.

together with a percentage interest in those certain common areas and limited commons areas and parking spaces as further defined and set forth in the herein above referred to "Declaration" and all amendments thereto.

P100708 / 4581-000-302-0001

UNIT A-302 SKYLINE COURT (a condominium), according to amended declaration thereof recorded December 10, 1992, under Auditors File No. 9212100086, and recorded in Volume 15 of plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON.

P100709 / 4581-000-303-0002

UNIT A-303, SKYLINE COURT, "Plat of Skyline Court, Condominium" according to the Amended Declaration thereof recorded December 10, 1992, under Auditors File NO. 9212100086, and recorded in Volume 15 of Plats, pages 33 through 37, records of SKAGIT COUNTY, WASHINGTON.

P100710 / 4581-000-304-0003

Unit A-304 SKYLINE COURT (a condominium), according to the Survey Maps and Set of Plans delineating said unit, recorded April 16, 1992 in Volume 15 of Plats, pages 33 through 37, inclusive, under Auditors File No. 9024160064.

TOGETHER WITH an undivided 7.41% interest in the common areas and facilities appertaining to said unit and including therein limited common areas and facilities so appertaining, according to the declaration of condominium recorded April 16, 1992 under auditors file no. 9204160065 and as amended by instruments recorded June 24, 1992 and December 10, 1992 under Auditors File Nos. 9206240092 and 9212100086, respectively records of SKAGIT COUNTY, WASHINGTON.

**AN ACCESS EASEMENT TO 1500 SKYLINE WAY ON AND ACROSS 1510 SKYLINE WAY,  
SKYLINE COURT CONDOMINIUM.  
SEE EXHIBIT MAP #3**

That portion of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, Township 35 North, Range 1 East, W.M. described as follows:

Commencing at the Northeast corner of the Plat of Skyline No. 16, as per plat recorded in Volume 10 of Plats, pages 23 through 25, records of Skagit County, Washington, being a point on the Southerly boundary of Sunset Avenue;

Thence South  $2^{\circ}12'44''$  West 20.00 feet to the South right-of-way line of Sunset Avenue;

Thence continue South  $2^{\circ}12'44''$  West along the east line, 195.34 feet;

Thence continue South  $2^{\circ}12'44''$  West along the east line, 121.05 feet to the North right-of-way line of Sands Way;

Thence South  $87^{\circ}47'18''$  East, 4.06 feet to the POINT OF BEGINNING;

Thence continue South  $87^{\circ}47'18''$  East, 20.01 feet;

Thence North  $04^{\circ}12'26''$  East, 75.99 feet;

Thence Northeast through a curve to the right with a Radius of 30.00 feet, a central angle of  $87^{\circ}58'04''$ , and a length of 46.06 feet;

Thence South  $87^{\circ}49'29''$  East, 43.35 feet;

Thence Northeast through a curve to the left with a Radius of 50.00 feet, a central angle of  $47^{\circ}18'54''$ , and a length of 41.29 feet;

Thence North  $87^{\circ}47'28''$  West, 117.78 feet;

Thence South  $2^{\circ}12'31''$  West, 12.19 feet;

Thence Southwest through a curve to the left with a Radius of 50.00 feet, a central angle of  $40^{\circ}46'49''$ , and a length of 35.598 feet, where the radius bearing at the start of the curve bears South  $45^{\circ}00'44''$  East;

Thence South  $04^{\circ}12'26''$  E, 76.69 feet to the POINT OF BEGINNING.

