

12



200102150134

, Skagit County Auditor

2/15/2001 Page 1 of 12 3:50:37PM

After Recording Mail To:

Name: Patrick C. Tye

Address: 21105 Royal Ann Rd.

City/State: Bothell, Washington 98021

ISLAND TITLE COMPANY

Algaen

Reference# (if applicable): _____

Grantor (s): Jessica Hellman, Karin Merzbacher, and Thomas Merzbacher

Grantee: Patrick C. Tye, Tonya R. Tye, Frank R. Candelario, Kristina L. Candelario, Thomas J. Weingarten, and Susan M. Weingarten

Legal Description (abbreviated): Portion of Government Lots 4 and 5, section 4,
Township 35 North, Range 1 east, W. M.

Additional legal(s) on exhibit A

Assessors Tax Parcel I.D. No.: 350104-1-006-0602

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

1. Jessica Hellman, a married women dealing in her separate property, Karin Merzbacher, a single women, and Thomas Merzbacher, a married man dealing in his separate property (collectively "Grantor") and
2. Patrick C. Tye, Tonya R. Tye, Frank R. Candelario, Kristina L. Candelario, Thomas J. Weingarten, and Susan M. Weingarten (collectively "Grantee").

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree:

1. DEFINITIONS.

- (a) the "Property": that certain real property described on Exhibit A hereto
- (b) the "lots 4 and 5 property": That certain real property described on Exhibit B hereto
- (c) the "Highland Road": That certain path located on the Property more particularly indicated on the survey map attached as Exhibit C hereto
- (d) the "Extended Easement": That certain easement that lies, in part, on the Highland Road from the western boundary of the Property benefiting Grantee and Secret Harbor School and recorded under Skagit County Auditor's No. 200004050002, as the location of such easement may be moved from time to time.

2. PARTIES and PURPOSE.

Grantor is the fee owner of the Property. The purpose of this agreement is to set forth the terms and conditions upon which Grantor will grant to Grantee an easement for loading and unloading passengers and/or supplies to and from a barge or other vessel over and across the Property to connect with the Extended Easement that lies, in part, on the legal lot directly to the west of the Property, this easement being for the benefit of the lots 4 and 5 Property by providing access to the Extended Easement.

3. GRANT of EASMENT for INGRESS and EGRESS.

- (a) Ingress and Egress. Grantor hereby conveys and warrants to Grantee, it's successors and assigns, a perpetual non-exclusive easement ("Easement") over and across the Easement Area (as described below) of the Property for the purpose of loading and unloading passengers and/or supplies from a barge or other vessel, subject to the terms and conditions hereof. The Easement is for the benefit of the lots 4 and 5 Property by providing access to the Extended Easement that benefits the lots 4 and 5 Property, and may be used by the Grantee, as well as their respective employees, agents, customers and invitees.
- (b) Location. The easement rights granted hereby shall be exercised over that area of the Property adjacent to Extended Easement and extending there from in an eastward direction over the Property to the eastern shoreline and further extending over the tidelands adjoining and abutting the Property (together called "Easement Area").
- (c) Use. The easement rights granted hereby shall be exercised in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction thereof.
- (d) Maintenance and Improvements. Grantee shall have sole responsibility for maintaining the Easement Area. The cost of improvements shall be at the sole cost of the improver unless the parties agree to share the cost.
- (e) Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless the State, it's officers and employees for any and all claims for injuries and/or damage to persons or property suffered or alleged to be suffered on or about the Easement Area by reason of the acts or omissions of the Grantee, it's agents, employees, and contractors while operating under this easement.



200102150134

, Skagit County Auditor

2/15/2001 Page

2 of 12

3:50:37PM

4. EASEMENTS RUN with the LAND.

The Easement set forth in this Agreement shall be a burden upon the Easement Area and shall be appurtenant to and for the benefit of the lots 4 and 5 Property and shall run with the land. The duration of this Easement shall be perpetual.

5. SUCCESSORS and ASSIGNS.

This Agreement shall insure to the benefit of the Grantee and it's successors and assigns and by binding upon Grantor and Grantor's successors and assigns; provided, however, that if any party conveys all of it's interest in the Property, such owner or tenant shall thereupon be released and discharged from any and all obligations in connection with the Property arising after such conveyance, provided that the new owner agrees to be bound by this agreement and, provided further, that this Agreement shall continue to be binding upon the Property.

DATED this 6 day of February 2001

GRANTOR MERZBACHER;

JESSICA HELLMAN

Jessica Hellman
By Joachim Richter,
Attorney in Fact

THOMAS MERZBACHER

Thomas Merzbacher

By Joachim Richter, Attorney in Fact

GRANTEE;

PATRICK C. TYE

TONYA R. TYE

FRANK R. CANDELARIO

KRISTINA L. CANDELARIO

THOMAS J. WEINGARTEN

Thomas J. Weingarten

SUSAN M. WEINGARTEN



200102150134

, Skagit County Auditor

4. EASEMENTS RUN with the LAND.

The Easement set forth in this Agreement shall be a burden upon the Easement Area and shall be appurtenant to and for the benefit of the lots 4 and 5 Property and shall run with the land. The duration of this Easement shall be perpetual.

5. SUCCESSORS and ASSIGNS.

This Agreement shall insure to the benefit of the Grantee and it's successors and assigns and be binding upon Grantor and Grantor's successors and assigns; provided, however, that if any party conveys all of it's interest in the Property, such owner or tenant shall thereupon be released and discharged from any and all obligations in connection with the Property arising after such conveyance, provided that the new owner agrees to be bound by this agreement and, provided further, that this Agreement shall continue to be binding upon the Property.

DATED this 8 day of February 2001

GRANTOR MERZBACHER;

JESSICA HELLMAN

KARIN MERZBACHER

THOMAS MERZBACHER

GRANTEE;

PATRICK C. TYE

TONYA R. TYE

FRANK R. CANDELARIO

KRISTINA L. CANDELARIO

THOMAS J. WEINGARTEN

SUSAN M. WEINGARTEN



200102150134

Skagit County Auditor

4. EASEMENTS RUN with the LAND.

The Easement set forth in this Agreement shall be a burden upon the Easement Area and shall be appurtenant to and for the benefit of the lots 4 and 5 Property and shall run with the land. The duration of this Easement shall be perpetual.

5. SUCCESSORS and ASSIGNS.

This Agreement shall insure to the benefit of the Grantee and it's successors and assigns and be binding upon Grantor and Grantor's successors and assigns; provided, however, that if any party conveys all of it's interest in the Property, such owner or tenant shall thereupon be released and discharged from any and all obligations in connection with the Property arising after such conveyance, provided that the new owner agrees to be bound by this agreement and, provided further, that this Agreement shall continue to be binding upon the Property.

DATED this ____ day of _____ 2001

GRANTOR MERZBACHER;

JESSICA HELLMAN

KARIN MERZBACHER

THOMAS MERZBACHER

GRANTEE;

PATRICK C. TYE

TONYA R. TYE

FRANK R. CANDELARIO

KRISTINA L. CANDELARIO

Frank R. Candelario

Kristina L. Candelario

THOMAS J. WEINGARTEN

SUSAN M. WEINGARTEN



EXHIBIT A

Property
Legal Description

Lots 7 of Skagit County Short Plat No. 127-78, as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East, W.M. Together with tidelands of the second class, if any, adjoining or abutting.

Situate in the County of Skagit, State of Washington.



200102150134
Skagit County Auditor

EXHIBIT B

WEINGARTEN PROPERTY

Lot 5 of SKAGIT COUNTY SHORT PLAT NO. 127-78 as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East of the Willamette Meridian;

CANDELARIO/TYE PROPERTY

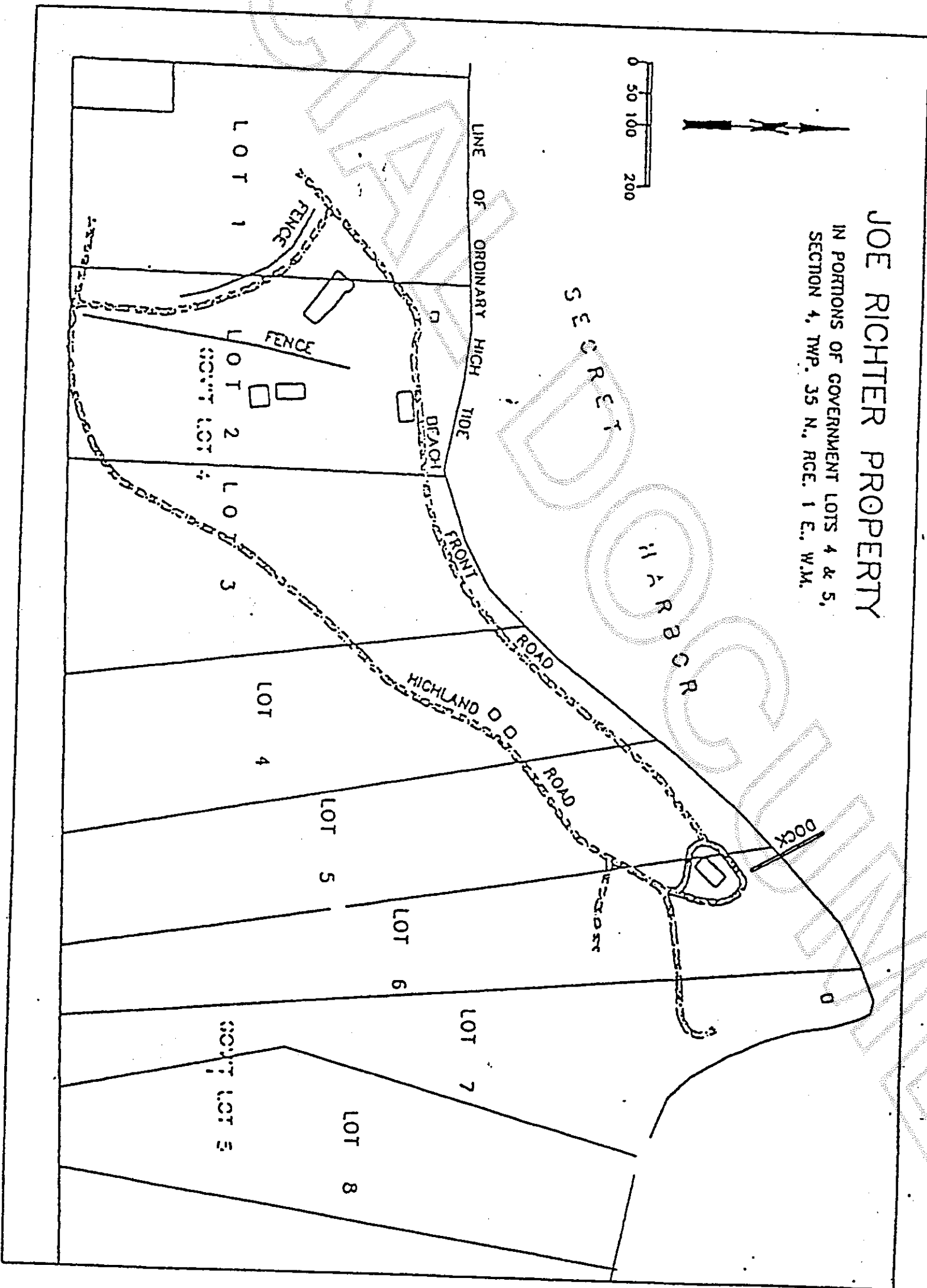
Lot 4 of Skagit County Short Plat No 127-78 as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of government Lots 4 and 5, Section 4, Township 35 North, Range 1 East of the Willamette Meridian;



200102150134
Skagit County Auditor

EXHIBIT C

Survey Map



200102150134
Skagit County Auditor

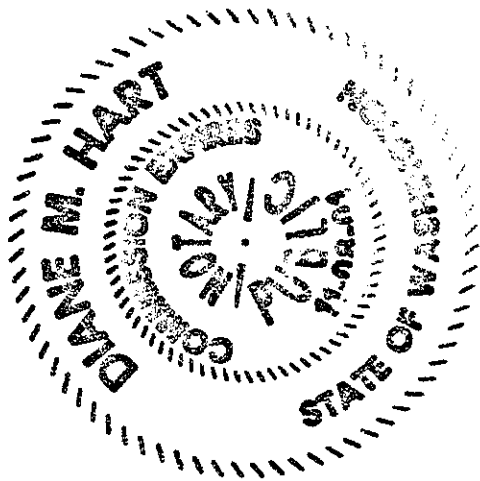
ACKNOWLEDGMENT

ATTACHED TO and made a part
of EASEMENT AGREEMENT

STATE OF WASHINGTON }
County of SNOHOMISH } SS:

I certify that I know or have satisfactory evidence that PATRICK C. TYE AND TONYA R.
TYE AND SUSAN M. WEINGARTEN
are the person s who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: FEBRUARY 8, 2001



DIANE M. HART
Notary Public in and for the State of WASHINGTON
Residing at EVERETT
My appointment expires: 11-8-01



200102150134
Skagit County Auditor

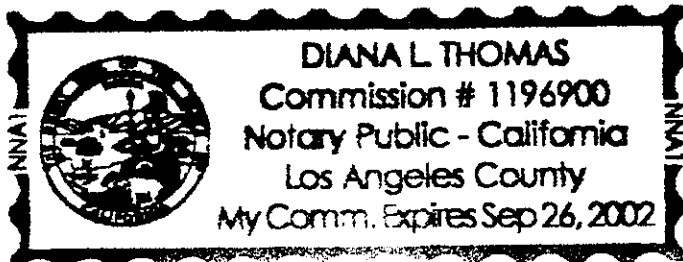
State of California
~~STATE OF WASHINGTON~~

COUNTY OF Los Angeles

} ss. Thomas J Weingarten 2/8
Diana L Thomas, a Notary 2/8
~~Thomas J Weingarten 2/8~~

On this day personally appeared before me _____ to me known to be the individual(s) described in and who executed the
within and foregoing instrument, and acknowledged to me that he signed the same as _____ free and
voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 16 day of February, 2001.



Diana L Thomas
Notary Public in and for the State of Washington.
Name printed Diana L Thomas
Residing at Los Angeles CA
My commission expires 9/26/2002

Acknowledgement - Individual



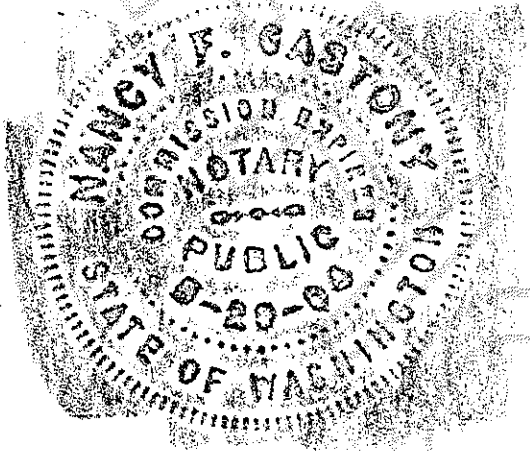
200102150134
Skagit County Auditor

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)ss
COUNTY OF ISLAND)

On this day personally appeared before me KRISTINA L. CANDELARIO⁰, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of FEBRUARY, 2001.

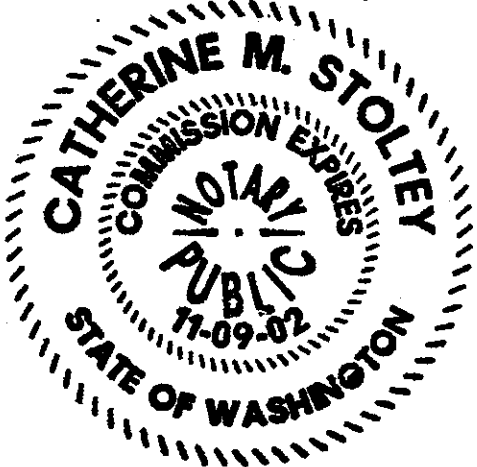


Nancy F. Gaston
Notary Public in and for the State of
Washington, residing at Freebank
My appointment expires 5/29/04.

STATE OF WASHINGTON)
)ss
COUNTY OF King)

On this day personally appeared before me Frank R. Candelario, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ^{Cms} 29th day of February, 2001.



Catherine M. Stoltey
Notary Public in and for the State of
Washington, residing at Seattle Wash
My appointment expires Nov 9, 2002.

STATE OF WASHINGTON)
)ss
COUNTY OF)

On this day personally appeared before me _____, to me known to be the individual ___ described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public in and for the State of
Washington, residing at _____.

My appointment expires _____.

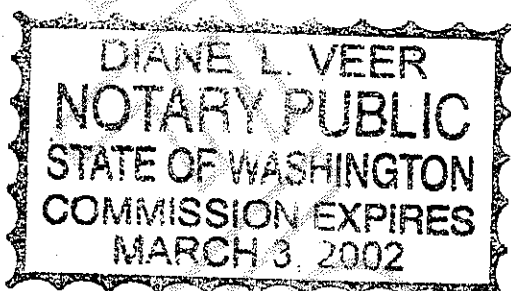


200102150134
Skagit County Auditor

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Jochim Richter, who executed the within instrument as Attorney in Fact for Jessica Hellman and acknowledged to me that he/she signed and sealed for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Jessica Hellman is now living and is not incompetent.

Given under my hand and official seal this 12 day of February, 2001.



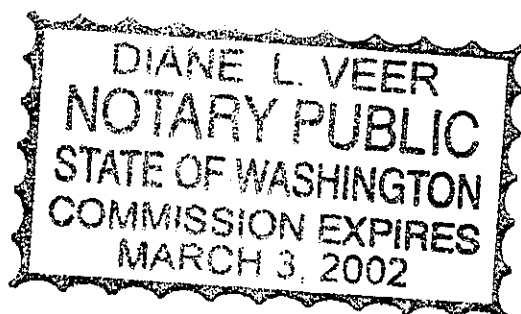
Diane L Veer
Notary Public in and for the State of
Washington, residing at Amarok.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Jochim Richter, who executed the within instrument as Attorney in Fact for Karin Merzbacher and acknowledged to me that he/she signed and sealed for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Karin Merzbacher is now living and is not incompetent.

Given under my hand and official seal this 12 day of February, 2001.



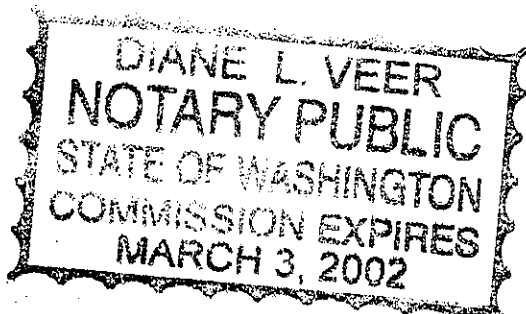
Diane L Veer
Notary Public in and for the State of
Washington, residing at Amarok.

My appointment expires 3-3-02.

STATE OF WASHINGTON)
COUNTY OF Skagit)ss

On this day personally appeared before me Jochim Richter, who executed the within instrument as Attorney in Fact for Thomas Merzbacher and acknowledged to me that he/she signed and sealed for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Thomas Merzbacher is now living and is not incompetent.

Given under my hand and official seal this 12 day of February, 2001.



Diane L Veer
Notary Public in and for the State of
Washington, residing at Amarok.

My appointment expires 3-3-02.



200102150134
Skagit County Auditor