



After Recording Mail To:

Name: Patrick C. Tye

Address: 21105 Royal Ann Rd.

City/State: Bothell, Washington 98021

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ISLAND TITLE COMPANY

Reference# (if applicable):

Grantee:

Grantor (s): Jessica Hellman, Karin Merzbacher, and Thomas Merzbacher 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. <u>DEFINITIONS</u>.

- (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) <u>Use.</u> 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) <u>Indemnification</u>. 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.



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

5. <u>SUCCESSORS and ASSIGNS.</u>
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

after such cont this agreement binding upon the	veyance, provided that the nt and, provided further, that the Property.	ent shall thereupon be released and connection with the Property arising ew owner agrees to be bound by this Agreement shall continue to be
DATED this	_ day of Jabruary 2001	PAID .
GRANTOR MERZ		FEB 15 2001 .
	JESSICA HELLMAN Joachim Richter Attorney in Fact THOMAS MERZBACHER Tleman Mez ban By Joachim Richter,	Skagin County Treasurer By KARIN MERZBACHER Liam Merz Laul By Joachim Richter, Attorney in Fact
GRANTEE;	PATRICK C. TYE	TONYAR. TYE
	FRANK R. CANDELARIO	KRISTINA L. CANDELARIO

THOMAS J. WEINGARTEN

SUSAN M. WEINGARTEN

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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 FEBRUARY 2001	
GRANTOR MERZE	BACHER;	
	JESSICA HELLMAN	KARIN MERZBACHER
	THOMAS MERZBACHER	
GRANTEE;	PATRICK C. TYE	TONYA R. TYE
	PALC G.	mijh Dig
	FRANK R. CANDELARIO	KRISTINA L. CANDELARIO
	THOMAS J. WEINGARTEN	
i		Luxan M. Weingaster



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DATED this

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2001

GRANTOR MERZE	BACHER;	
	JESSICA HELLMAN	KARIN MERZBACHER
	THOMAS MERZBACHER	
GRANTEE;	PATRICK C. TYE	TONYA R. TYE
	FRANK R. CANDELARIO	KRISTINA L. CANDELARIO
tran	MR Candelar 5	Kutim & Carlyar
	THOMAS J. WEINGARTEN	SUSAN M. WEINGARTEN
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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.



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EXHBIT B

WEINGARTEN PROPERTY

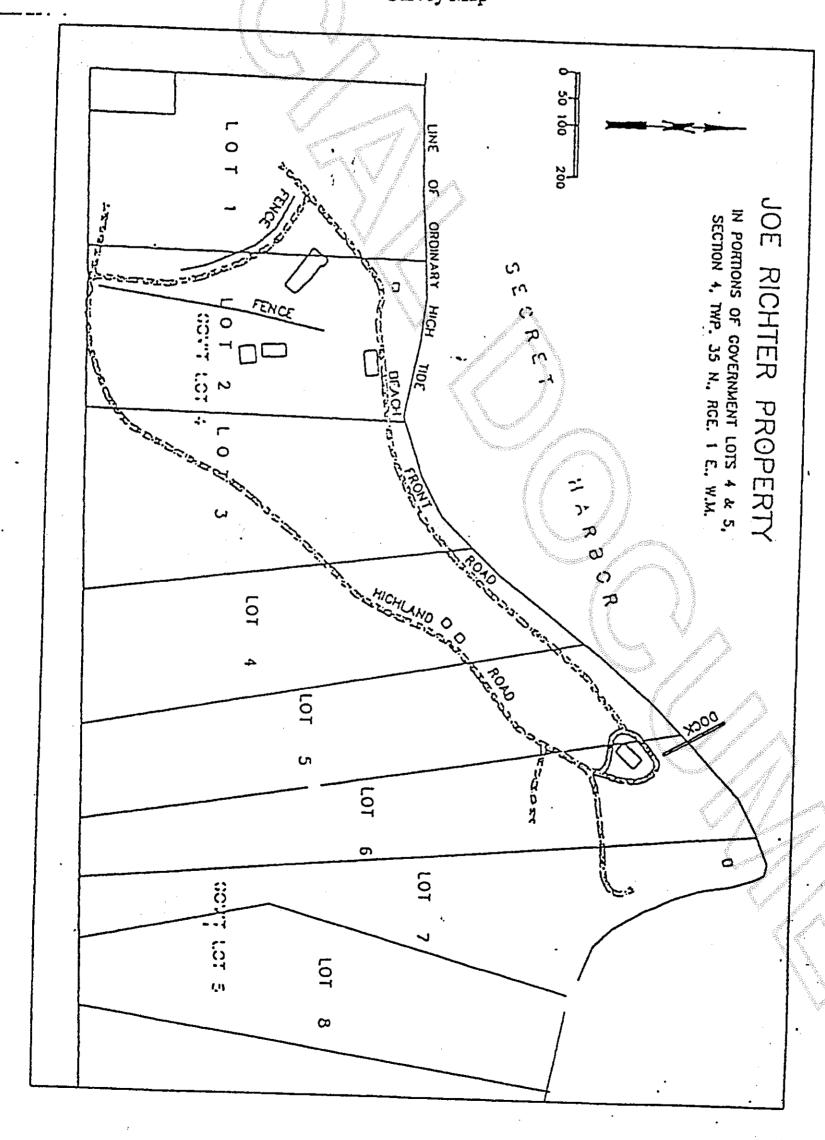
Lot 5 of SKAGIT COUNTY SHORT PLAT NO. 127-78 as approved March 16, 1979, and recorded March 20, 1979, in Volume 3 of Short Plats, page 83, under Auditor's File No. 7903200011, records of Skagit County, Washington; being a portion of Government Lots 4 and 5, Section 4, Township 35 North, Range 1 East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

CANDELARID/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;

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EXHIBIT C
Survey Map





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ACKNOWLEDGMENT

ATTACHED TO and made a part of EASEMENT AGREEMENT

STATE OF WASHINGTON ; } 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



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COUNTY OF LOSANGE	es! Dianat. Thomas a Notes
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vocantary act and deed for the purpose	to me known to be the individual(s) described in and who executed the acknowledged to me that he signed the same as free and
Given under my hand and official seal	this le day of February. 19 00
	Diane Lamo
DIANA L THOMAS	Notary Public in and for the State State
Commission # 1196900 Notary Public - California	Residing at / OS Decolos
Los Angeles County My Comm. Expires Sep 26, 2002	My commission expires 9/26/2002
	Acknowledgement - Individual

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ACKNOWLEDGEMENTS

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COUNTY OF	ISLAND)	
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STATE OF WASHINGTON)	
COUNTY OF CACH)ss	
COUNTY OF COOK	
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	\circ \circ \circ \circ
Given under my hand and official seal this DIANE L. VEER NOTARY PUBLIC STATE OF WASHINGTON	Notary Public in and for the State of
COMMISSION EXPIRES	Washington, residing at What Contents.
MARCH 3. 2002	My appointment expires $3-3-02$.
STATE OF WASHINGTON	
COUNTY OF SYGG S	
On this day personally appeared before me the within instrument as Attorney in Fact for to me that he/she signed and sealed for the uses as stated that the power of attorney authorizing the erevoked and that the said	nd purposes therein mentioned, and on oath
Given under my hand and official seal this	(2 day of CON , 200).
DIANE L. VEER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 3, 2002	Notary Public in and for the State of Washington, residing at
	My appointment expires 3-3-02.
STATE OF WASHINGTON)	
COUNTY OF SCACE) ss	
On this day personally appeared before me the within instrument as Attorney in Fact for to me that he she signed and sealed for the uses and stated that the power of attorney authorizing the extrevoked and that the said horney were incompetent.	MGS WORD Chot and acknowledged d purposes therein mentioned, and on oath
Given under my hand and official seal this	12 day of 10 many, 2021.
NOTARY PUBLIC STATE OF MASHINGTON COMMISSION EXPIRES MARCH 3, 2002	Notary Public in and for the State of Washington, residing at Anaco As
	My appointment expires 3-3-02

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