



200803130086

Skagit County Auditor

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RETURN ADDRESS:

Philip M. Roberts, Esq.
Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034

RECIPROCAL EASEMENT AGREEMENT

GRANTOR: TWIN BRIDGES MARINA, LLC
GRANTEE: TWIN BRIDGES MARINA, LLC
ABBREVIATED LEGAL DESCRIPTION: PTN. GOV. LOT 1, SEC. 2, T34N, R2EWM; PTN. GOV. LOT 1, SEC. 11, T34N, R2EWM; AND PTN. NW NW, SEC. 12, T34N, R2EWM (SEE PAGE 4 FOR FULL LEGAL DESCRIPTION)
ASSESSOR'S TAX PARCEL NO.: P20279

THIS RECIPROCAL EASEMENT AGREEMENT (the "REA") is made this 15 day of January, 2008, by TWIN BRIDGES MARINA, LLC, a Washington limited liability company ("Declarant").

RECITALS:

A. Declarant is the fee simple owner of certain real property located in Mount Vernon, Skagit County, Washington (the "Property"), which Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Declarant plans to divide the Property into separate legal lots, either by way of a binding site plan or creating a condominium, and in connection therewith, Declarant desires to establish reciprocal easements between the lots for ingress and egress.

NOW, THEREFORE, for and in consideration of the recitals, which are incorporated herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant, for itself and for its successors and assigns, does hereby declare, grant, covenant and agree as follows:

1. Establishment of Roadway Easements. Declarant does hereby establish and create, for the benefit of all owners of Lots comprising the Property, mutual, reciprocal and nonexclusive easements for ingress and egress over and across all Roadways now or hereafter located on the Lots. As used herein, "Lot" or "Lots" shall mean the resulting lot or lots created after the legal or "de facto" subdivision of the Property, including but not limited to any subdivision, short subdivision, platting, binding site plan, testamentary division, condominium, or other process by which the Property is divided into lots. As used herein, "Roadway" or "Roadways" shall mean any paved road or roads now or hereafter constructed on a Lot.

2. Use of Roadway. The Roadways shall be used only as roadways for ingress and egress by vehicular traffic to and from Lots and dedicated public streets.

3. No Obstruction. The owners of Lots shall not obstruct, impede, or interfere in the reasonable use of the Roadways.

4. Temporary Easement/Staging Areas. During the period of construction by a Lot owner (the "Building Owner") of a Roadway on its Lot and any renovation or reconstruction thereof, the other Lot owners (the "Other Owners") grant to the Building Owner a nonexclusive easement across a mutually agreeable designated route on their respective Lot for the purpose of construction access to the Building Owner's Lot. In addition, the Other Owners grant the Building Owner an exclusive easement for a construction staging area (the "Staging Area") on a portion of their respective Lot and at a mutually agreeable location for the Building Owner's use in constructing the Roadway.

5. Utility Easement. The owners of Lots shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the each Lot.

6. Maintenance. Each owner of a Lot shall maintain, at its sole cost and expense, in reasonably good condition and repair, any Roadway located on its respective parcel.

7. Damage Due to Negligence. Expenses required as a result of any damage to a Roadway due to the negligence of the owner of a Lot or such owner's agents, employees, customers and invitees shall be borne by said owner causing, directly, or through its agents, employees, customers and invitees, such damage, and such owner shall repair the damage within sixty (60) days of the occurrence.

8. Indemnification. Each owner of a Lot comprising the Property shall release, indemnify and save the other owner(s) harmless from any and against all liability, damage, expenses, causes of action, suits, claims or judgments arising from



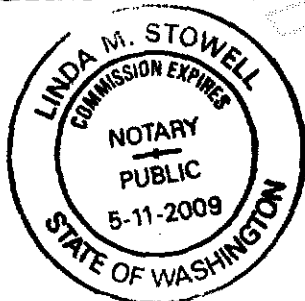
injury to person or property and occurring on any Roadway located on its respective Lot and arising through the actions of such owner and its employees, customers and invitees.

9. Definition of Owner. As used herein, "owner" or "owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot comprising the Property, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

10. Easement/Agreement to Run With the Land. The easements, restrictions, benefits and obligations hereunder shall run with the land and shall be binding upon and run for the benefit of the owners of the Property, and all persons and parties claiming by or through any of them in perpetuity.

IN WITNESS WHEREOF, this REA has been executed as of the day and year first hereinabove set forth.

"DECLARANT"



TWIN BRIDGES MARINA, LLC,
a Washington limited liability company

By William J. Youngsman
William J. Youngsman, Manager

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

MAR 06 2008

Amount Paid \$
Skagit Co. Treasurer
By DC

I certify that I know or have satisfactory evidence that WILLIAM J. YOUNGSMAN 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 the Manager of TWIN BRIDGES MARINA, LLC, to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this 15 day of January, 2008



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Linda M. Stowell
(Signature of Notary)

Linda M. Stowell
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington

My Appointment Expires: 05-11-2009



EXHIBIT A

LEGAL DESCRIPTION

The Property is located in Skagit County, Washington, and is legally described as follows:

A portion of Sections 2, 11 and 12, Township 34 North, Range 2 East of the Willamette Meridian, Skagit County, Washington, lying South of the Burlington Northern Railway right of way, North of the County road right of way and East of the Swinomish Slough, being further described as follows:

Beginning at the point of mean high water on the Southerly right of way of said Burlington Railway, said point being North $12^{\circ}43'10''$ West, a distance of 242.08 feet from the meander corner on the section line between said Sections 2 and 11, said meander corner being South $88^{\circ}44'16''$ West, a distance of 1,061.85 feet from the section corner common to said Sections 2, 11 and 12;

Thence along said Southerly Burlington northern Railway right of way through the following courses;

Thence South $58^{\circ}00'00''$ East, a distance of 1,976.88 feet to the beginning of a 2° spiral curve to the left;

Thence along said 2° spiral curve to the left through a spiral curve having a chord bearing of South $58^{\circ}45'55''$ East and a chord distance of 201.61 feet to the point of curvature of a 2,914.79 foot radius curve to the left;

Thence along said 2,914.79 foot radius curve to the left through a central angle of $01^{\circ}46'02''$ for an arc length of 89.90 feet;

Thence leaving said railroad right of way South $28^{\circ}07'34''$ West, a distance of 7.39 feet, more or less, to a point on the Northerly right of way of the county road, said point being on a 5,759.50 foot radius curve and having a radial bearing of South $18^{\circ}40'26''$ West;

Thence Westerly along said county road right of way through the following courses:

Along said 5,759.50 foot radius curve to the left through a central angle of $03^{\circ}04'26''$ for an arc length of 308.99 feet;

Thence North $74^{\circ}24'00''$ West, a distance of 1,317.16 feet;

Thence West, a distance of 113.96 feet to a point on the mean high water line along an ancient dike;

Thence Northerly along said mean high water line through the following courses;

Thence North $17^{\circ}31'53''$ West, a distance of 197.65 feet;

Thence North $24^{\circ}21'26''$ West, a distance of 237.06 feet;

Thence North $21^{\circ}25'08''$ West, a distance of 124.84 feet;

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Thence North 22°02'47" West, a distance of 99.56 feet;

Thence North 02°21'25" West, a distance of 133.31 feet to a one-half inch iron pipe as it existed in 1976;

Thence continuing North 02°21'25" West, a distance of 10.89 feet to the point of beginning.

TOGETHER WITH that portion of vacated T.B. Fish Road No. 26 adjoining the Southwesterly boundary of said premises as vacated by Final Order of Vacation recorded January 30, 1998, under Auditor's File No. 98013100061, records of Skagit County, Washington.

Situated in Skagit County, Washington.

