



200903160050
Skagit County Auditor

3/16/2009 Page 1 of 9 9:43AM

OCI LLC
8471 HANSEN RD NE
Bainbridge Island, Wa 98110

Parcel No.: P47704 and P47703
Legal Desc.: Ptn. SW-SW in 9-36-3 and GL1 in 16-36-3

EASEMENT

THE GRANTOR, JONATHAN MILLER, as his separate estate as to the real property described in Exhibit A

for and in consideration of Granting of Easement rights and no other consideration, convey to

THE GRANTEE, OCI LLC, a Washington limited liability Company

and to their heirs, successors and assigns in ownership of the property described on **Exhibit B** attached hereto, a non-exclusive easement for utilities and a sanitary sewer line appurtenant to a septic system under and across the following described tracts in **Exhibit A** in favor of the tract in **Exhibit B as described in the attached Exhibit C and delineated on the attached Exhibit D:**

**Subject to the terms on the attached Exhibit E
Described hereto in the attached Exhibits A to C
Delineated on the attached Exhibit "D"**

This Easement Agreement is executed the 1st day of March, 2009.

JONATHAN MILLER

PAT MORTON
CHIEF EXECUTIVE
OCI LLC

DIANE BERGLUND
MEMBER
OCI LLC

DAN DIGERNES
MEMBER
OCI LLC

ERIC BERGLUND
MEMBER
OCI LLC

SUZANNE BERGLUND
MEMBER
OCI LLC

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 16 2009

Amount Paid \$ 10
Skagit Co. Treasurer
By tham Deputy

*Please See Subpoena
All Dispute Acknowledged*

UNNOTIFIED

State of Washington

} SS

County of Skagit

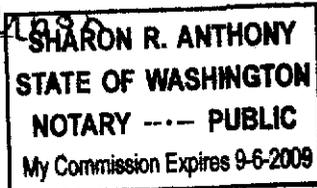
On this day personally appeared before me **JONATHAN MILLER** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this 24th day of February, 2009.

Sharon R. Anthony

Notary Public in and for the State of Washington, residing at: Mount Vernon

My appointment expires: 9-6-2009



STATE OF WASHINGTON }

} SS

County of Skagit

I hereby certify that I know or have satisfactory evidence that **PAT MORTON** is the person who personally 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 **CHIEF EXECUTIVE** of **OCI LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 2nd day of March, 2009.

[Signature]

Notary Public in and for the State of Washington, residing at Witz / 1st

My appointment expires 5/5/2012



STATE OF WASHINGTON }

} SS

County of Skagit

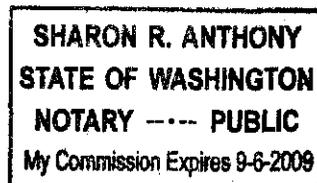
I hereby certify that I know or have satisfactory evidence that **DIANE BERGLUND** is the person who personally appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **MEMBER** of **OCI LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 26th day of February, 2009.

Sharon R. Anthony

Notary Public in and for the State of Washington, residing at Mount Vernon

My appointment expires 9-6-2009



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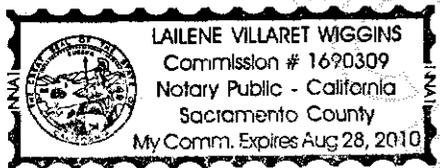
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On 03-05-2009 before me, LAILENE VILLARET WIGGINS, Notary Public

personally appeared SUZANNE MARIE BERGLUND



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EASEMENT

Document Date: 03-05-2009 Number of Pages: 1 (one)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: SAME AS ABOVE

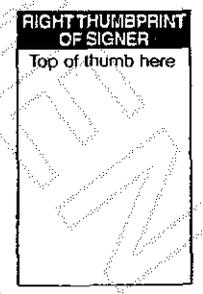
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: N/A

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



Exhibit A

Parcel # P47703
MILLER TRACT

That portion of the following described parcel lying West of the centerline of Oyster Creek:

A tract of land in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 36 North, Range 3 East, W.M., and in lot 1, Section 16, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the Southerly portal of the Great Northern Railway Tunnel as now located;
thence South 32° East along the centerline of Great Northern Railway 189.15 feet to an intersection with a line whose approximate direction is North $78^{\circ}27'$ East running through two steelstakes to the Westerly line of the Pacific Highway, which is the Easterly end of said line;
thence North $78^{\circ}27'$ East along said line to the Westerly line of said Pacific Highway;
thence in a Northerly direction along the Westerly line of said Pacific Highway to the Southeast corner of that parcel conveyed to Alvin Digerness and Patricia Digerness by Deed recorded October 26, 1976, under Auditor's File No. 844914;
thence due West along the South line of said Digerness parcel to a point on the Easterly line of the Pacific Highway;
thence along the Easterly side of the Pacific Highway in a Southwesterly direction to the point of intersection with the centerline of the Great Northern Railway right of way;
thence Southeasterly along the centerline of the Great Northern Railway right of way, to the point of beginning,

EXCEPT THEREFROM the Great Northern Railway right of way.

Situate in the County of Skagit, State of Washington.



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Exhibit B

Parcel # P47704
OCI, LLC

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 36, Range 3 East, W.M., described as follows:

Beginning at the intersection of the Southerly line of the Pacific Highway with the centerline of Oyster Creek;
thence West and Southerly along the said highway right of way line to a point which is 350 feet South of the bridge which crosses Oyster Creek;
thence East parallel with the South line of said Section 9 to the Westerly line of the Pacific Highway;
thence Northerly and Westerly along said highway right of way line to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel # P 47705
OCI, LLC

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the Southerly line of the Pacific Highway with the centerline of Oyster Creek;
thence West and Southerly along the said highway right of way line to a point which is 350 feet South of the bridge which crosses Oyster Creek (said point being the Southwest corner of a tract sold on Contract to Alvin R. Digerness, et ux, by instrument recorded May 8, 1975, under Auditor's File No. 817209); said point being the true point of beginning of this description;
thence continue along said highway right of way line to a point 100 feet South of the South line of said Digerness tract (as measured at right angles); thence East parallel with the South line of the Digerness tract to the Westerly right of way line of the Pacific Highway;
thence Northwesterly along said Westerly right of way line to the Southeast corner of the Digerness tract;
thence West along the South line of said Digerness tract to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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Exhibit C

**10 FOOT WIDE SEWER AND UTILITY EASEMENT
ACROSS JOHN MILLER PROPERTY IN FAVOR OF OCI LLC**

Commencing at the South West Section Corner of Section 9, Township 36 North, Range 3 East of the W.M. State of Washington. Thence North 89°22'29" East 802.34 Feet along the South line of Said Section 9, to the East Right-of-Way line of Chuckanut Drive (S.R.-11) Thence North 26°33'46" East 54.40 Feet along Said East Right-of Way Line of Chuckanut Drive (S.R.-11), Thence North 89°22'29" East 53.92 Feet to the Point of Beginning of a 10 foot wide Sewer and Utility Easement:

Thence South 20°01'27" West 191.31 Feet,
Thence South 11°46'08" West 247.74 Feet,
Thence South 29°14'02" East 39.21 Feet,
Thence South 52°18'05" East 88.94 Feet to the center of Oyster Creek,
Thence North 30°52'23" East 10.07 Feet along the center of Oyster Creek,
Thence North 52°18'05" West 85.70 Feet,
Thence North 29°14'02" West 33.43 Feet,
Thence North 11°46'08" East 243.28 Feet,
Thence North 20°01'27" East 194.36 Feet,
Thence South 89°22'29" West 10.69 Feet
To the Point of Beginning.

SUBJECT TO AND TOGETHER WITH EASEMENTS AND RESTRICTIONS.

TOGETHER WITH A MAINTANCE AGREEMENT: IF THE SEWER LINE EVER BREAKS AND OR NEEDS REPAIR THE OWNERS OF THE PROPERTY PARCEL NO. 200209110111 (OYSTER CREEK INN) WILL REPAIR THE LINE AND PUT BACK THE EXISTING GROUND VEGETATION, AND OR PAVED ROAD WAY TO ITS PRIOR CONDITIONS. IF THE GROUND IS CONTANIMATED DUE TO THE SEWER LINE BREAKAGE AND SEEPAGE THE OWNERS OF PARCEL NO. 200209110111 (OYSTER CREEK INN) WILL REMOVE AND REPAIR THE CONTAMINATED SOIL.

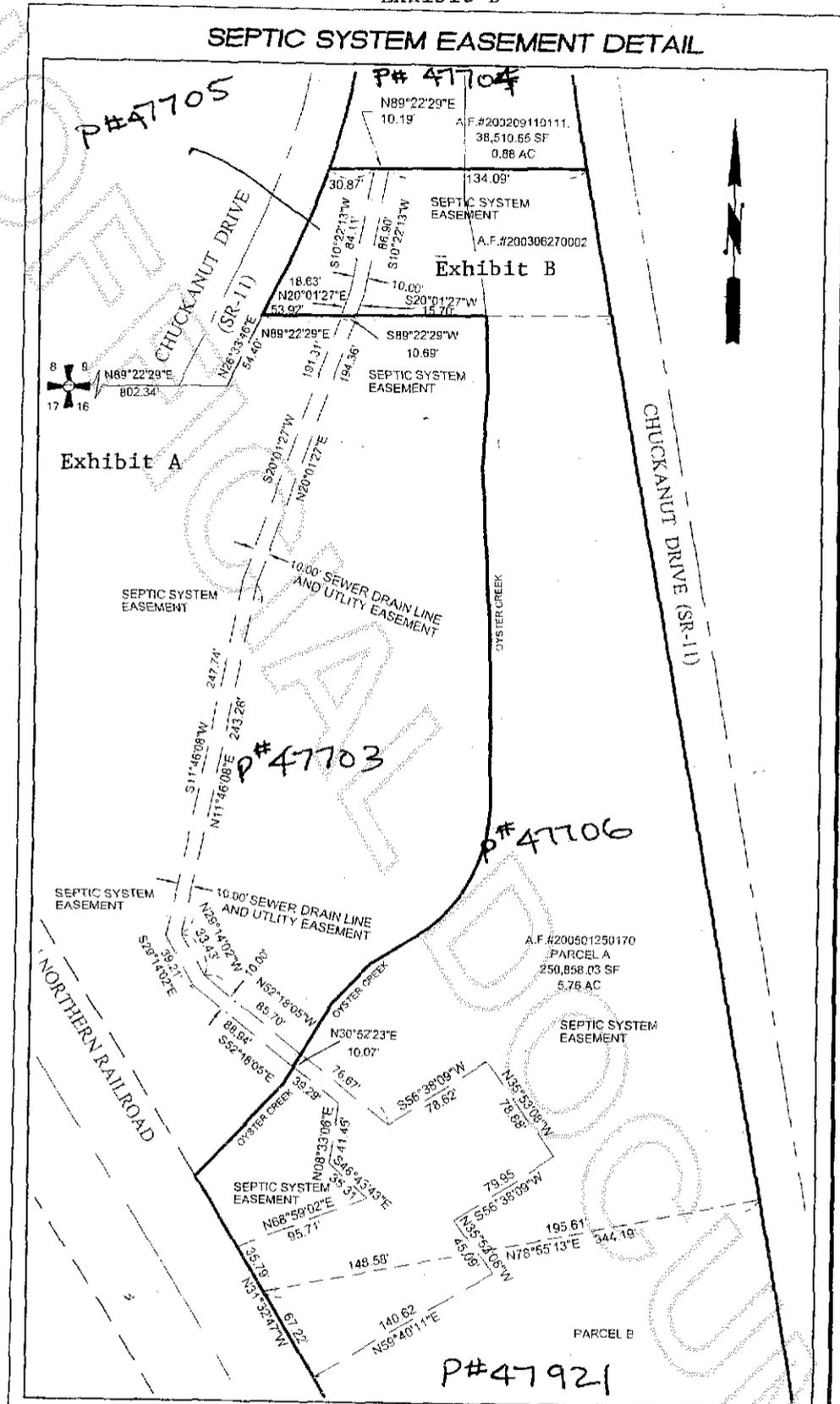
Situated in Skagit County, Washington.



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Exhibit D

SEPTIC SYSTEM EASEMENT DETAIL



OYSTER CREEK INN, LLC

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 09, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.
 A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.



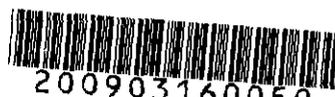
BAYVIEW SURVEYING
& ENGINEERING INC.

130 Sharon Avenue Burlington WA 98233
 Tel: 360-707-2580 Fax: 360-757-3976

JOB NO: 2006-38

DRAWN BY: I. KASKO

DATE: 11/17/08



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Exhibit E

Covenants

Grantee shall restore the easement area to its prior condition after any construction, installation or maintenance performed by Grantee. All such costs associated with construction, installation and maintenance shall be borne by Grantee.

Grantee shall hold Grantor harmless from any and all liabilities which may arise out of the installation, construction, utilization or maintenance of the sewer line. Grantee shall bear all costs and expenses including attorney fees and expert fees sufficient to defend Grantor from any and all liabilities arising out of the sewer line.

Grantee shall make, or cause to be made, any and all repairs necessary to correct any deficiencies in the sewer line and to compensate Grantor for any damages resulting from any use, maintenance, installation or construction of the sewer line across Grantor's property.

In the event the services of an attorney are incurred to enforce any covenant, condition or term of this Agreement, or to procure a non-judicial, an adjudicated, involuntary or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the non-prevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this Agreement.



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