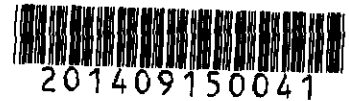


When Recorded Return To:
STEVE BRINN
PO Box 4227
Bellingham, WA 98227

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 15 2014



201409150041
Skagit County Auditor \$78.00
9/15/2014 Page 1 of 7 9:32AM

Amount Paid \$
Skagit Co. Treasurer
By *thb* Deputy

Grantor: ACME PROPERTIES, LLC
Grantee: ROCKET PROPERTIES, LLC
Abbreviated Legal Description: PTN OF THE SW ¼ NW ¼ AND NW ¼ SW ¼ SEC 34,
TWNSHIP 36N, R3E
Assessor's Property Tax Parcel/Account Nos.: 360334-0-012-0001; 360334-0-011-0101

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 11 day of September, 2014 by and between Acme Properties, LLC ("Grantor"), and Rocket Properties, LLC ("Grantee").

WHEREAS, Grantor is the Owner of certain real property more particularly described on the attached Exhibit A incorporated herein by reference (the "Grantor Property").

WHEREAS, Grantee is the Owner of certain real property more particularly described on the attached Exhibit B incorporated herein by reference (the "Grantee Property"). The Grantor Property and the Grantee Property are adjacent and nearby parcels of property located in Skagit County, Washington.

WHEREAS, the term "Owner" means the record holder of fee simple title to either the Grantor Property or the Grantee Property.

WHEREAS, the Grantor, pursuant to the terms and conditions contained herein, desires to grant the Grantee an easement for a sanitary sewer system, drainfield, parking and ingress and egress over a portion of the Grantor Property;

WHEREAS, the Owners desire to enter into this Agreement and set forth their respective rights and obligations pertaining thereto.

NOW, THEREFORE, the Owners, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, do hereby mutually agree, agree to be bound, and covenant as follows:

1. **Grant of Easement.** The Grantor hereby grants to Grantee and its successors and assigns a nonexclusive perpetual easement (the "Easement") for the installation, construction,

operation, improvement, maintenance, removal, repair, replacement and use of a sanitary sewer system and drainfield (the "Sewer System") and for ingress, egress and a parking lot (the "Parking Lot"), over, under, on and across that portion of the Grantor Property as shown in Exhibit C, and as further described as follows: Beginning at the intersection of the western and northern property lines of Parcel A of the Grantor Property, then 100 feet east along the north property line, then due south 200 feet, then due west 40 feet and from that point due south to Bow Hill Road (the "Easement Area"). In addition, Grantor herein grants to the Grantee a nonexclusive perpetual easement, over, under, on and across such additional area immediately adjacent to the Easement Area as is necessary for the installation, construction, operation, maintenance, improvement, removal, repair or replacement of the Sewer System and Parking Lot located within the Easement.

2. **Maintenance.** The Grantee shall maintain the Sewer System and Parking Lot at its sole cost and expense.

3. **Grantor's Use of Easement Area.** All right, title and interest which may be used and enjoyed without interfering with the easement rights conveyed are reserved to the Grantor. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done within the Easement Area or the Grantor Property which would disturb or damage the Sewer System or Parking Lot, unearth or undermine the Sewer System or Parking Lot or endanger the lateral support to the Sewer System or Parking Lot.

4. **Construction in Easement Area.** To protect Grantee's rights hereunder, the Grantor, its heirs, successors, assigns, agents, licensees, invitees, tenants, employees, personal representatives and legal representatives, are prohibited from constructing any improvement or structure within the Easement Area.

5. **Indemnification.** Grantee shall indemnify, defend and hold harmless the Grantor from any and all liabilities, claims, damages, expense (including without limitation, reasonable attorneys' fees before and at trial and reasonable attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from or in any way connected with use of the Easement by the Grantee, its agents, employees, guests, licensees and invitees.

6. **Term.** The Easement shall continue in perpetuity.

7. **Attorneys' Fees.** In the event any suit, action or arbitration proceeding is commenced by a party under this Agreement to enforce its terms or to seek damages or equitable relief in connection with the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court or arbitrator, including such fees and costs as may be incurred in any appellate or bankruptcy proceedings.

8. **Persons Bound.** This Agreement shall inure to the benefit of and be upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring either the Grantor Property or the Grantee Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or



transfers all or any portion of its interest in either the Grantor Property or the Grantee Property, such Owner shall, upon the sale or conveyance of title, be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under this Agreement after the sale or conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale or conveyance of title.

9. **Covenants Run With the Land.** The benefits and burdens of and the obligations set forth in this Agreement are intended to and shall run with the land and shall be binding upon and inure to the benefit of the Grantor Property and the Grantee Property and the present and future owners thereof and the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

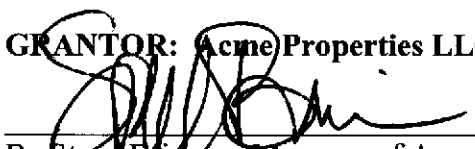
10. **Recording.** Upon mutual execution, this Agreement shall be recorded in the real property records of Skagit County, Washington.

11. **No Public Dedication.** Nothing herein shall be deemed to be a gift or dedication of any portion of the Grantee Property or the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

12. **Miscellaneous.** This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) may only be amended in a writing signed by both parties; (iv) shall be executed in two or more counterparts so that each party may retain a fully executed original; (v) shall be governed by the internal laws of the State of Washington without reference to its conflict of laws provisions; (vi) failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself; and (vii) any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions shall nevertheless remain in full force and effect.

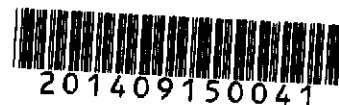
EXECUTED as of the date first above written.

GRANTOR: Acme Properties LLC


By Steve Brinn, as Manager of Acme Properties LLC

GRANTEE: Rocket Properties LLC

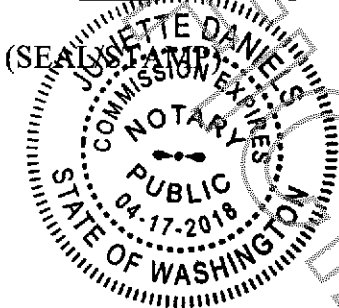

By Steve Brinn, as Manager of Rocket Properties LLC



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Steve Brinn is the person who appeared before me, and said person acknowledged that he signed this instrument in his capacity as Manager of Acme Properties LLC, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 11 day of September, 2014.



Juliette Daniels
NOTARY PUBLIC
Printed Name: Juliette Daniels
My Commission Expires: April 17, 2014

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Steve Brinn is the person who appeared before me, and said person acknowledged that he signed this instrument in his capacity as Manager of Rocket Properties LLC, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 11 day of September, 2014.



Juliette Daniels
NOTARY PUBLIC
Printed Name: Juliette Daniels
My Commission Expires: April 17, 2014



EXHIBIT A
LEGAL DESCRIPTION

Grantor Property

PARCEL A

Parcel Number P48619:

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE PACIFIC HIGHWAY, 202.44 FEET NORTHERLY OF THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE NORTHERLY LINE OF THE COUNTY ROAD KNOWN AS ROAD XCVI (SAID POINT BEING 78 FEET SOUTH AND 41.3 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 34); THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION, 198.7 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE, 100 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH PARALLEL WITH SAID WEST LINE TO A POINT 244.8 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE DUE EAST, 150 FEET; THENCE RUNNING DUE SOUTH, 129 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTHEASTERLY ALONG SAID ROAD TO A POINT INTERSECTING A LINE DRAWN PARALLEL TO AND 8 FEET EAST OF THE LAST DESCRIBED LINE (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 34 TO A POINT EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST TO THE TRUE POINT OF BEGINNING. SURVEY AF#201407240002

PARCEL B

Parcel Number P48620:

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUNNING NORTH 89-55 EAST ALONG THE QUARTER SECTION LINE OF SAID SECTION 34, A DISTANCE OF 240 FEET; THENCE DUE SOUTH 244.8 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST, 150 FEET; THENCE SOUTH 129 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE WESTERLY ALONG THE NORTH LINE OF THE COUNTY ROAD, 161.2 FEET, MORE OR LESS, TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 70.8 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. SURVEY AF#201407240002



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EXHIBIT B
LEGAL DESCRIPTION

Grantee Property

Parcel Number: P48623

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE PACIFIC HIGHWAY, WHICH POINT IS 388.73 FEET SOUTH AND 51.0 FEET EAST OF THE QUARTER CORNER BETWEEN SECTIONS 33 AND 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., (IN THIS DESCRIPTION THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., IS CONSIDERED AS BEARING DUE NORTH AND SOUTH); THENCE FROM THIS POINT OF BEGINNING SOUTH 85 DEGREES 54'15" EAST ALONG THE CENTERLINE OF A CERTAIN SLOUGH KNOWN AS THE NORTH FORK OF THE SAMISH RIVER, 189.38 FEET TO A POINT WHICH IS 402.26 FEET SOUTH AND 240.0 FEET EAST OF SAID QUARTER CORNER BETWEEN SECTIONS 33 AND 34; THENCE NORTH 42.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SKAGIT COUNTY ROAD NO. XCVI; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD XCVI TO THE EAST RIGHT-OF-WAY LINE OF PACIFIC HIGHWAY; THENCE SOUTHERLY 67.53 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF THE PACIFIC HIGHWAY TO THE POINT OF BEGINNING. SURVEY AF#201407240002



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Skagit County Auditor

\$78.00

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EXHIBIT C
SITE PLAN WITH EASEMENT AREA (defined by dark black outline)

