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WHEN RECORDED RETURN TO:

BRADLEY D. SWANSON
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 Dupont Street
Bellingham, WA 98225

Document Title:	Access Easement
Grantor/borrower:	The Shahnaz Ally-Gard Revocable Living Trust
Grantee/assignee/beneficiary:	GEMS, LLC, a Florida limited liability company
Legal Description:	Pm, Tract 13 Plate 8, Tide & Shorelands 13-35-1 Pm, Tract 12 Plate 8, Tide & Shorelands 13-35-1 Lots 1-8, Pm Lot 11, Lots 12, 17, Block 201, Anacortes Pm, Lots 1-10, Tract 12 Plate 8, Tide & Shorelands 13-35-1 P56212, P31529, and P31532
Assessor's Tax Parcel ID#s:	

ACCESS EASEMENT

THIS ACCESS EASEMENT (hereinafter the "Easement"), is made this 5th day of November 2014, by and between The Shahnaz Ally-Gard Revocable Living Trust, herein the "Grantor" and GEMS, LLC, a Florida limited liability company, herein the "Grantee."

RECITALS

A. Grantor own certain real property situated in Skagit County, Washington, legally described as follows:

PARCEL A

LOTS 1 TO 8, INCLUSIVE, THE EAST 24 FEET OF LOT 11 AND LOTS 12 TO 17, INCLUSIVE, BLOCK 201, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON,

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 07 2014

Amount Paid \$
By Skagit Co. Treasurer
mam Deputy

EXCEPTING THEREFROM THAT PORTION OF LOTS 2 TO 8, INCLUSIVE, IN SAID BLOCK 201, THAT LIES NORTH AND WEST OF A LINE DRAWN FROM THE NORTHEAST CORNER OF SAID LOT 2 TO A POINT ON THE SOUTH LINE OF SAID LOT 8 OPPOSITE THE NORTHEAST CORNER OF LOT 9 OF SAID BLOCK 201, AS CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED DATED OCTOBER 27, 1913 AND RECORDED OCTOBER 30, 1913 IN VOLUME 95 OF DEEDS, PAGE 274, UNDER AUDITOR'S FILE NO. 99079.

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING SAID LOTS, WHICH UPON VACATION ATTACHED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Hereinafter "Burdened Property."

B. Grantee owns a fee simple interest in certain real property situated in, Skagit County, Washington, legally described as follows:

PARCEL D

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, TRACT 12, PLATE NO. 8, TIDE AND SHORE LANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR, AS SHOWN ON OFFICIAL PLAT ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON;

EXCEPT THAT PORTION THEREOF HERETOFORE DEEDED TO GREAT NORTHERN RAILWAY COMPANY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SAID TRACT 12; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 43 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF LOT 10 OF SAID TRACT 12, 34 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10; THENCE SOUTH TO SOUTHWEST CORNER OF SAID LOT 10; THENCE EASTERLY ALONG THE HIGH TIDE MEANDER LINE TO PLACE OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

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PARCEL E

A STRIP OF PIECE OF LAND 25 FEET WIDE IN LOTS 1,2,3,4, AND 5 OF TRACT 12, PLATE 8, ANACORTES TIDELANDS IN SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, BEING ALL THAT PART OF SAID LOTS LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE WEST LINE OF LOT 10 IN SAID TRACT 12, 34 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10 AND LYING NORTH OF A LINE WHICH IS PARALLEL TO THE ABOVE DESCRIBED LINE AND 25 FEET DISTANT SOUTHEASTERLY, MEASURED AT RIGHT ANGLES THEREFROM.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL F

THAT PORTION OF TRACT 13, PLATE 8, TIDE AND SHORE LANDS OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., ANACORTES HARBOR AND THE EAST 1/2 OF VACATED "B" AVENUE ADJOINING, AND THE WEST 1/2 OF VACATED "C" AVENUE ADJOINING, WHICH LIES NORTHERLY OF A LINE RUNNING SOUTHWESTERLY ALONG A TANGENT FROM A POINT 632.7 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE OF 11TH STREET WITH THE CENTERLINE OF "D" AVENUE, TO A POINT 278.5 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE "B" AVENUE WITH 11TH STREET.

EXCEPT ALL THAT PORTION THEREOF, IF ANY, CONVEYED TO BRADLEY R. PAULSON AND MARJORIE A. PAULSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8803300066, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

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Hereinafter "Grantee's Fee Simple Property;"

C. Grantee owns a leasehold interest in certain real property situated in, Skagit County, Washington, legally described as follows:

PARCEL H

THOSE PORTIONS OF THE HARBOR AREA LYING IN FRONT OF PORTIONS OF TRACT 12 AND "D" AVENUE AS SHOWN ON PLATE NO. 8 AND ITS SUPPLEMENT, ANACORTES HARBOR OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., AS SHOWN ON THE OFFICIAL TIDE AND SHORELANDS MAPS ON FILE IN THE OFFICE OF THE WASHINGTON STATE COMMISSIONER OF PUBLIC LANDS, DESCRIBED AS FOLLOWS:

PARCEL I:
BEGINNING AT THE CENTERLINE INTERSECTION OF "D" AVENUE AND 10TH STREET AS SHOWN ON SURVEY RECORDED IN BOOK 8 OF SURVEYS, PAGE 126, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 1°50'57" EAST, ALONG THE CENTERLINE OF SAID "D" AVENUE, 296.00 FEET TO THE CENTERLINE INTERSECTION WITH 9TH STREET;
THENCE CONTINUING NORTH 1°50'57" EAST, ALONG SAID CENTERLINE, 133.84 FEET TO A POINT ON THE INNER HARBOR LINE OF SAID PLATE NO. 8;
THENCE SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 42.09 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 190.11 FEET;
THENCE NORTH 2°02'48" EAST, 132.31 FEET;
THENCE SOUTH 72°59'44" WEST, 103.44 FEET;
THENCE NORTH 2°51'52" EAST, 33.90 FEET;
THENCE NORTH 72°57'27" EAST, 98.82 FEET;
THENCE NORTH 2°19'49" EAST, 86.42 FEET;
THENCE NORTH 80°52'53" EAST, 154.53 FEET;
THENCE SOUTH 5°54'45" WEST, 22.30 FEET;
THENCE NORTH 58°08'00" EAST, 74.01 FEET;
THENCE SOUTH 33°57'48" EAST, 31.52 FEET;
THENCE SOUTH 58°21'38" WEST, 80.34 FEET;
THENCE SOUTH 1°40'30" WEST, 24.92 FEET;
THENCE NORTH 87°10'10" WEST, 19.35 FEET;
THENCE SOUTH 2°29'22" WEST, 94.12 FEET;

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THENCE SOUTH 86°42'08" EAST, 27.27 FEET TO A POINT WHICH LIES NORTH 2°29'22" EAST, 19.78 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 2°29'22" WEST, 19.78 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE AFOREMENTIONED INTERSECTION OF THE CENTERLINE OF "D" AVENUE WITH THE INNER HARBOR LINE OF SAID PLATE NO. 8;

THENCE SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 241.07 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 63°31'43" WEST, ALONG SAID INNER HARBOR LINE, 84.30 FEET;

THENCE NORTH 1°22'24" WEST, 35.51 FEET TO A POINT WHICH LIES SOUTH 88°26'36" WEST, 76.46 FEET FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 88°26'36" EAST, 76.46 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

Hereinafter "Grantee's Leasehold Property"

D. Collectively, Grantee's Fee Simple Property and Grantee's Leasehold Property shall be referred to as the "Benefitted Property;"

E. The Benefitted Property contains a pier, buildings, and other infrastructure, which may be utilized for commercial, industrial, recreational, and residential uses (the "Uses").

G. The portion of the Burdened Property encumbered by this Easement is described as follows:

THAT PORTION OF LAND LYING NORTHWEST OF A LINE (AND THE EXTENSION OF SAID LINE IN EITHER DIRECTION TO THE BOUNDS OF THE BURDENED PROPERTY) THAT IS PARALLEL TO AND 15' OFFSET (TO THE SOUTHEAST) FROM THE NORTHWEST PROPERTY LINE OF THE BURDENED PROPERTY.

Hereinafter the "Easement Area." The Easement Area is shown on the sketch, which is attached as Exhibit A.

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H. Some of the Easement Area is at the base of the bluff and much of the Easement Area is the bluff. As such, Grantee may need to take measures to stabilize the bluff in order to continue using the Easement Area.

I. With this Easement, the Grantor intends to allow the Grantee to use the Easement Area for any purpose related, directly or indirectly, to the Uses, which, among other things, includes taking measures to stabilize the bluff.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Easement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to the Grantee a perpetual, nonexclusive easement across, over, and under the Easement Area for any purpose, directly or indirectly, related to the Uses, which may include, but not be limited to, ingress and egress, utilities, parking, erosion control, slope stability projects, drainage infrastructure, and storage.

2. **Benefit.** The Easement granted herein is for the benefit of the Benefitted Property, the Grantee, and any heirs, assigns, successors to, and personal representatives of the Grantee.

3. **Utilities and Structures.** Grantee shall not construct any utilities or structures within the Easement Area without prior written consent of the Grantor, which shall not be unreasonably withheld. Structures may include, but not be limited to, erosion control measures, structures for slope stability, drainage infrastructure, or buildings of any kind and size even if only for storage. Grantee shall provide Grantor with a written proposal for any utilities or structures to be constructed within the Easement Area, which includes a site plan, the location of the proposed utilities or structures, and the reason the project is necessary for the Uses. If Grantor does not approve the proposal after ten (10) days of receipt of the same, the proposal shall be deemed approved without any further action by the Grantor. If the Grantor approves the proposal in writing, Grantor may include any reasonable conditions the Grantor deems necessary for the proposal. Grantee shall bear all costs and expenses related to any such utility or structure construction performed hereunder. Any utilities or structures proposed by the Grantee shall be constructed by a licensed and bonded contractor.



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4. Maintenance and Repair. Grantee shall maintain and repair the Easement Area and shall bear all costs and expenses related thereto, *provided that* if the Grantor or its agents, guests, relatives, or invitees, damages the Easement Area, Paragraph 6 shall apply.

5. Permits. Grantee shall secure any and all permits necessary to construct utilities and structures (pursuant to Paragraph 3) and perform any maintenance and repair (pursuant to Paragraph 4). Grantor shall reasonably cooperate in securing such permits. Grantee shall bear all costs and expenses related securing such permits. If Grantor is obligated to secure any such permits, Paragraph 6 shall apply.

6. Damage to Easement Area. In the event the Grantor (including its agents, guests, relatives, or invitees) (the "Responsible Party" for this Paragraph 6, only) is solely responsible for damage to the Easement Area, the Responsible Party shall be responsible for (1) securing all necessary permits and (2) all costs and expenses to repair the damaged Easement Area to its pre-damaged condition.

7. Restoration. At the conclusion of any construction, maintenance, or repair (including repair for damage, pursuant to Paragraph 6), the area disturbed by the construction, maintenance, or repair shall be restored to its pre-disturbed condition. The party obligated to perform the maintenance or repair shall be responsible for all costs and expenses related to any such restoration.

8. Indemnity. Neither party (nor any agent or employee of that party) shall be liable for damage to real or personal property (including but not limited to physical damage to the Burdened Property or the Benefited Property and liens or other encumbrances on title) or injury to persons sustained by the other party or any third persons as a result, directly or indirectly, of the other party's (or its agents or employees) exercise of its rights under this Easement. Each party ("Indemnifying Party") shall indemnify, defend and hold the other party (and its employees or agents) harmless from any and all damage to property (including but not limited to physical damage to the Burdened Property or the Benefited Property and liens or other encumbrances on title) or injury to persons or personal property ("Claims") arising out of or related to the Indemnifying Party's (or its agents or employees) exercise of its rights under this Easement and/or arising from the Indemnifying Party's (or its agents or employees) actions



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related thereto, which indemnity shall include, but not be limited to any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such Claim or action or proceeding brought thereon, both at any alternative dispute resolution forum (i.e. arbitration, mediation, or the like), trial and on appeal. This indemnification shall survive the expiration or termination of this Easement.

9. **Insurance.** Each party shall acquire a property owner's policy of insurance with limits not less than one million dollars (\$1,000,000), which, at a minimum, insures against the liability that may be incurred by a party's exercise of its rights under this Easement, and includes the other party as an additional insured.

10. **Binding Effect.** In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are pertinent to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

11. **No waiver.** Failure to enforce any provision of this Easement, including any breach or violation of the Use Restriction, shall not operate as a waiver of any such provision.

12. **Attorney's fees.** In the event any of the parties institute suit to enforce the Easement, the successful party shall be entitled to court costs and reasonable attorney's fees against the losing party.

13. **Remedies.** In addition to the remedies set forth above, Grantor reserves the right to enforce this Easement in any other action that Grantor, at its sole option, may deem appropriate.

14. **Severability.** Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. **Entire agreement.** This Easement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.



IN WITNESS THEREOF, the parties have executed this document as of the date first

above written.

GRANTOR:

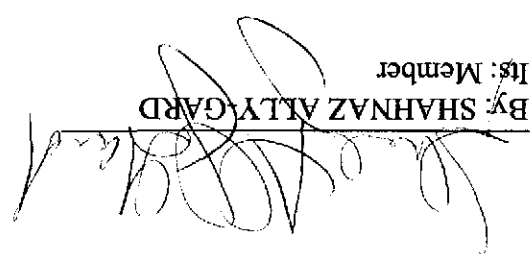
THE SHAHNAZ ALLY-GARD
REVOCABLE LIVING TRUST

SHAHNAZ ALLY-GARD, Trustee



GRANTEE:

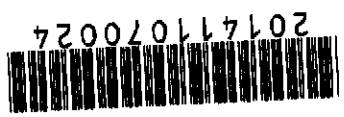
GEMS, LLC



By: SHAHNAZ ALLY-GARD

Its: Member

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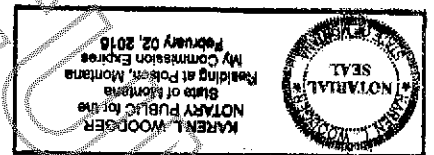


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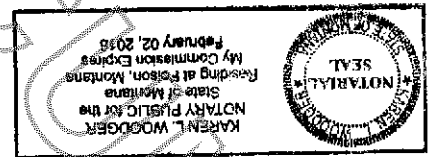
Signature Karen L Woodger
Printed Name Karen L Woodger
Notary Public in and for the State of Washington,
residing at Poulsbo, WA
My appointment expires: 02-02-2016

On this 5th day of August, 2014, before me personally appeared SHAHNAZ ALLY-GARD to me known to be the member of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that She was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above

State of Montana
County of Lake
(
) ss.
(

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Signature Karen L. Woodger
Printed Name Karen L. Woodger
Notary Public in and for the State of MT,
residing at Bozeman
My appointment expires: 02-02-2016

On this 13th day of November, 2014, before me personally appeared SHAHNAZ ALTY-GARD to me known to be the Trustee of the revocable living trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

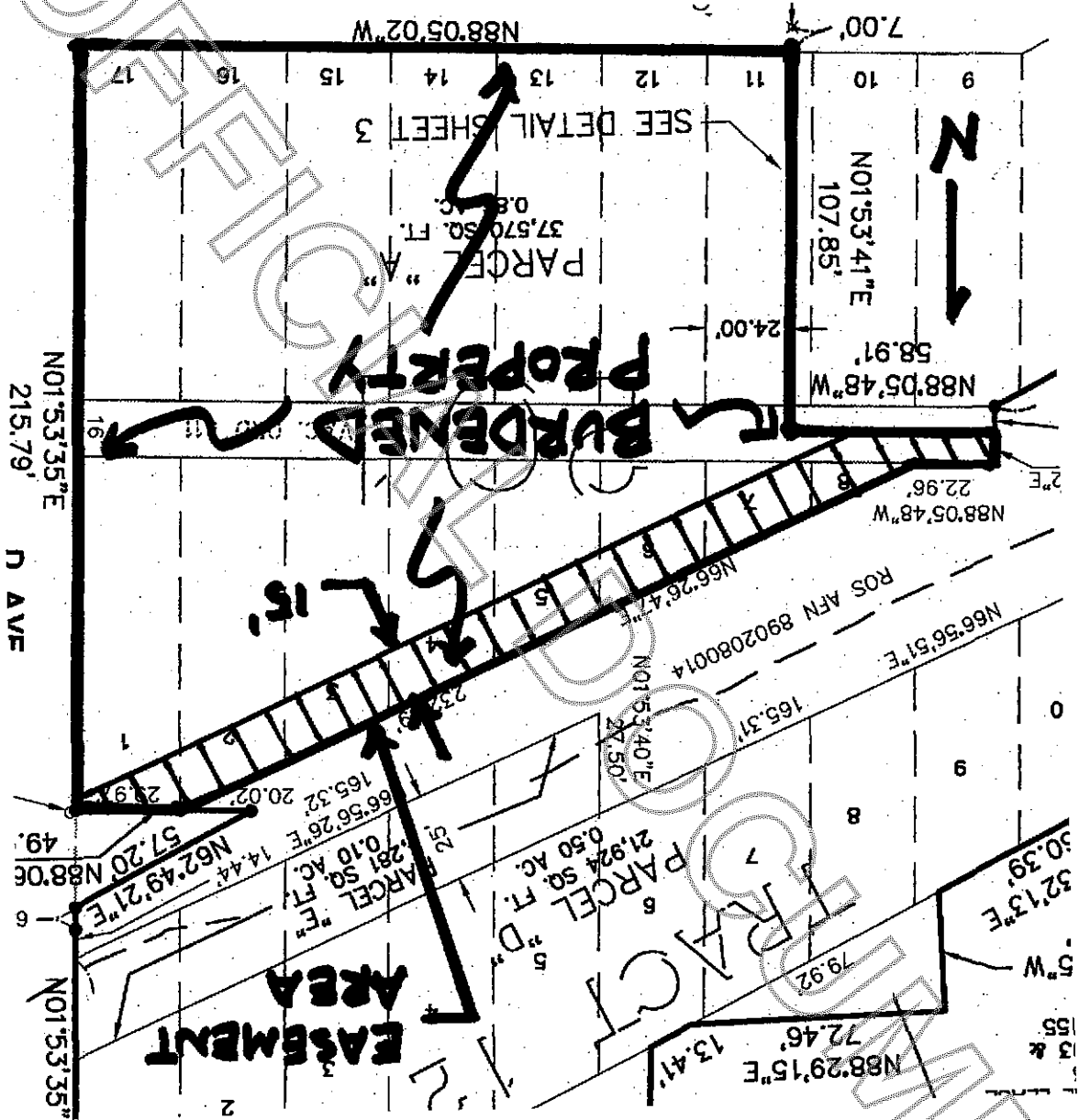
In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

State of Montana
County of Bozeman
)
) ss.
)

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EXHIBIT A

Sketch Map of "Easement Area"
(Not to Scale)



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