

**RETURN ADDRESS:**

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



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Skagit County Auditor

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12/29/2015 Page

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**EASEMENTS AND MAINTENANCE AGREEMENT**

REFERENCE NO. OF RELATED DOCUMENT: Auditors File No. 200803130084 and 200803130086  
GRANTOR: TWIN BRIDGES MARINA, LLC  
GRANTEE: TWIN BRIDGES MARINA, LLC; TWIN BRIDGE MARINE PARK, L.L.C.; TWIN BRIDGES MARINE BASIN, LLC  
ABBREVIATED LEGAL DESCRIPTION: LOTS 1,2 AND 3, BINDING SITE PLAN NO. PL-06-0878, REC. #200803130084; ASSESSOR'S  
TAX PARCEL NO.: P20279; P127531; P127532

THIS EASEMENTS AND MAINTENANCE AGREEMENT (the "Easement Agreement") is made and entered into this 17th day of December, 2015, by TWIN BRIDGES MARINA, LLC, a Washington limited liability company ("Twin Bridges Marina"); TWIN BRIDGE MARINE PARK, L.L.C., a Washington limited liability company ("Twin Bridge Marine Park"); and TWIN BRIDGES MARINE BASIN, LLC, a Washington limited liability company ("Twin Bridges Marine Basin").

**RECITALS:**

A. Twin Bridges Marina, LLC is the fee simple owner of certain real property located in Skagit County, Washington, which is more particularly described as "Lot 1 and Lot 1-A" on Exhibit A attached hereto and incorporated herein by this reference ("Lot 1").

B. Twin Bridge Marine Park, LLC is the fee simple owner of certain real property located in Skagit County, Washington, which is more particularly described as "Lot 2" on Exhibit A attached hereto and incorporated herein by this reference ("Lot 2").

C. Twin Bridges Marine Basin, LLC is the fee simple owner of certain real property located in Skagit County, Washington, which is more particularly described as "Lot 3" on attached Exhibit A ("Lot 3"). (Hereinafter, Lot 1, Lot 1-A, Lot 2 and Lot 3 are sometimes individually called a "Lot" and collectively called the "Lots").

D. The parties hereto desire to establish and create certain easements over, under and across portions of Lot 1 and/or Lot 1-A for ingress and egress, refueling, utilities and a business identification sign.



E. The parties hereto also desire to provide for the maintenance of the easements.

NOW, THEREFORE, for and in consideration of the recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves and their respective successors and assigns, do hereby declare, grant, covenant and agree as follows:

1. Establishment of Reciprocal Driveway Easement. Twin Bridges Marina does hereby establish and create a nonexclusive, reciprocal easement (the "Driveway Easement") over, under and across the existing driveway area located on Lot 1 and Lot 1-A (the "Driveway Easement Area"), which Driveway Easement Area is respectfully described and shown on Exhibit B attached hereto and incorporated herein by this reference. The portion of the Driveway Easement Area located on Lot 1 is for the benefit of Lot 1 and the owner or owners of Lot 1-A, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners, and the portion of the Driveway Easement Area located on Lot 1-A is for the benefit of Lot 1-A and the owner or owners of Lot 1, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners. The Driveway Easement Area shall be used only for vehicular and pedestrian ingress and egress to and from Lot 1, Lot 1-A, Lot 2, Lot 3 and Josh Green Lane.

2. Establishment of Reciprocal Utilities Easement Over Lot 1 and Lot 1-A. Twin Bridges Marina does hereby establish and create nonexclusive, reciprocal easements over, under and across portions of Lot 1 and Lot 1-A (the "Utilities Easement Areas") for the operation, maintenance, repair and replacement of any and all utilities now or hereafter servicing all or any portion of the Lots, including without limitation water, sewer, storm water, electric, gas and telephone and access to such Utilities Easement Areas, which Utilities Easement Areas are respectfully shown on Exhibit B attached hereto and incorporated herein by this reference and as shown on the "Binding Site Plan Twin Bridges Marina Division 1" to be recorded in the Skagit County Auditor's office. The portions of the Utilities Easement Areas located on Lot 1 is for the benefit of Lot 1 and the owner or owners of Lot 1-A, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners, and the portions of the Utilities Easement Areas located on Lot 1-A is for the benefit of Lot 1-A and the owner or owners of Lot 1, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners.

3. Establishment of Operations Easement Over Lot 1 and Lot 1-A. Twin Bridges Marina and Tom-n-Jerrys do each hereby establish and create a nonexclusive, reciprocal easement over, under and across portions of Lot 1 and Lot 1-A (the "Operations Easement Area") for the purpose of moving boats and vehicles and unloading deliveries, which Operations Easement Area is respectfully described and shown on Exhibit B attached hereto and incorporated herein by this reference and for access to and from the Operations Easement Area, and the use, maintenance and repair thereof. The portion of the Operations Easement Area located on Lot 1, and access thereto, is for the benefit of Lot 1 and the owner or owners of Lot 1-A, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners, and the portion of the Operations Easement Area located on Lot 1-A, and access thereto, is for the benefit of Lot 1-A and the owner or



owners of Lot 1, Lot 2 and Lot 3, and the agents, successors, assigns, tenants and invitees of all Lot owners. The Operations Easement Area shall be used only for the purposes set forth above.

4. Establishment of Fueling Easement Access Over Lot 1-A. Twin Bridges Marina does establish and create an easement over, under and across portions of Lot 1-A (the "Fueling Easement Access Area") for the benefit of Lot 1, and the agents, successors, assigns, tenants and invitees of the owner or owners of Lot 1, for the purpose of access to and from the refueling area on Lot 1, which Fueling Easement Access Area is respectfully described and shown on Exhibit B attached hereto and incorporated herein by this reference.

5. Establishment of Septic Drainfield Easement. Twin Bridges Marina does hereby establish and create, for the benefit of Lot 1-A and the owner(s) of Lot 1, Lot 2 and Lot 3, and their respective agents, successors, assigns, tenants and invitees, a nonexclusive easement over and across portions of Lot 1-A (the "Septic Drainfield Easement Access Area") for the operation, repair, replacement (at the discretion of the owner of Lot 1) and maintenance of a septic tank, septic lines and septic drainfield and groundwater collection area located on Lot 1-A, which Septic Drainfield Easement Access Area is respectfully described and shown on Exhibit B attached hereto and incorporated herein by this reference.

6. Identification Sign. Twin Bridges Marina has a business identification sign (the "Sign") that is currently not located on Lot 1-A. Twin Bridges Marina does hereby establish and create on the portion of Lot 1-A shown on the drawing attached hereto as Exhibit B and incorporated herein by this reference (the "Sign Easement Area") an easement for the benefit of Lot 1-A and the owners of Lot 1, Lot 2 and Lot 3, and such owners' agents, employees, tenants or invitees, an easement to construct, use, access, maintain and repair the Sign located in the Sign Easement Area in the event that Twin Bridges Marina desires to, or is required to, remove the Sign from county property.

7. Easement Areas. The Driveway Easement Area, Operations Easement Area, Fueling Easement Access Area, Septic Drainfield Easement Area, Utilities Easement Area and Sign Easement Area are collectively called the "Easement Areas"

8. No Obstruction. The owner(s) of the Lots, and their successors, assigns, tenants and invitees, shall not obstruct, impede, or interfere in the reasonable use of the Easement Areas. Vehicle parking is prohibited in the Easement Areas.

9. Maintenance of Easement Areas. The owner of Lot 1 shall maintain all of the Easement Areas in reasonably good condition and repair, and the cost thereof shall be split 50/50 with the owner of Lot 1-A. In this regard, the owner of Lot 1-A agrees to pay fifty percent (50%) of such costs within one week of receiving a written statement thereof from the owner of Lot 1.

10. Damage to Easement Areas. Expenses required as a result of any damage to Easement Areas due to the negligence of any owner of a Lot, or such owner's, agents,



employees, tenants or invitees, shall be borne by said owner, directly or through its agents, employees, tenants or invitees, causing such damage, and such owner shall repair the damage within sixty (60) days of the occurrence.

11. Maintenance and Improvements for Lot 1-A. The owner of Lot 1-A, agrees at all times to maintain Lot 1-A in good condition and repair consistent with the condition of the other Lots.

12. Development Restrictions on Lot 1-A. Without the prior written approval of the owner of Lot 1, or its assignee of this approval right, in such party's sole discretion, no additional improvements may be installed or constructed on Lot 1-A other than the addition of 2,000 square feet to the east side of the existing building on Lot 1-A (the "Expansion"). This restriction includes, without limitation, any additional impervious surfaces (e.g., asphalt, concrete, crushed rock and gravel, etc.). All future improvements, or modifications of existing improvements, constructed or installed on Lot 1-A, including without limitation the Expansion, must be consistent with the existing architecture, building colors and landscaping of Lot 1, Lot 2 and Lot 3. Notwithstanding the foregoing, prior to the commencement of construction or installation of any improvements on Lot 1-A, including without limitation the Expansion, the owner of Lot 1-A shall submit copies of its plans and specifications to the owner of Lot 1 (or its assignee) for review and approval. Furthermore, a condition to the Expansion is that it include a bathroom for use by the owner of Lot 1-A and its employees, tenants and invitees. Further, no fuel tank in excess of 100 gallons, or separate tanks containing in the aggregate 100 gallons, may be placed on Lot 1-A.

13. Parking Restriction. Use of Lot 1-A for leased parking or storage of vehicles, boats, trailers, or other property is prohibited.

14. Insurance. All owners shall obtain and maintain property insurance, liability insurance, and such other insurance as the majority of Lot owners deem advisable. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the owner of Lot 1 or its assignee. All owners shall provide the owner of Lot 1, or its assignee with proof of insurance upon the request of the owner of Lot 1. The property insurance maintained by each owner shall, at the minimum, provide all risk or broad form coverage, in an amount equal to the full replacement cost of the fixtures and improvements located on the owner's Lot, with such reasonable deductibles and exclusions from coverage as the owner of Lot 1, or its assignee, may from time to time approve. The liability insurance coverage maintained by each owner shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Lot, including without limitation Easement Areas, with a limit of liability of at least \$2,000,000.00, including operation of owned and non-owned vehicles.

15. 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 all



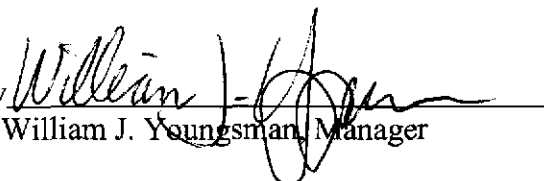
or any portion of the Lots, including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

16. Easements to Run With the Land; Binding on Successors and Assigns. The easements, restrictions, benefits and obligations hereunder shall run with the land and shall be binding upon and run for the benefit or burden, as the case may be, of the owners of all or any portion of the Lots, their respective heirs, administrators, personal representatives, successors and assigns, and all persons and parties claiming by or through any of them in perpetuity and as any of such Lots may be expanded or redeveloped.

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

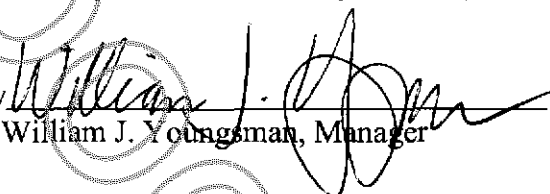
"TWIN BRIDGES MARINA"

TWIN BRIDGES MARINA, LLC,  
a Washington limited liability company

By   
William J. Youngsman, Manager

"TWIN BRIDGE MARINE PARK"

TWIN BRIDGE MARINE PARK, L.L.C.,  
a Washington limited liability company

By   
William J. Youngsman, Manager

"TWIN BRIDGES MARINE BASIN"

TWIN BRIDGES MARINE BASIN, LLC,  
a Washington limited liability company

By   
William J. Youngsman, Manager

*easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 29 2015

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



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 BRIDGE MARINE PARK, L.L.C., to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

A circular notary seal for Thomas E. Barry. The outer ring contains the text "THOMAS E. BARRY" at the top and "STATE OF WASHINGTON" at the bottom. The inner ring contains "COMMISSION EXPIRES" at the top and "PUBLIC" at the bottom. In the center, it says "NOTARY" above "12-19-18". There are three small dots below "NOTARY".

Thomas E. Barry  
(Signature of Notary)  
Thomas E. Barry  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State  
of Washington  
My Appointment Expires: 12-19-18

STATE OF WASHINGTON )  
COUNTY OF ~~SKAGIT~~ *Snohomish* ) ss.

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 MARINE BASIN, 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 17<sup>th</sup> day of December, 2015.

A circular notary seal for Thomas E. Barry. The outer ring contains the text "THOMAS E. BARRY" at the top and "STATE OF WASHINGTON" at the bottom. Inside this ring, the text "COMMISSION EXPIRES" is at the top and "NOTARY PUBLIC" is at the bottom. In the center, the date "12-19-18" is printed. The seal is surrounded by a decorative border of small, repeating patterns.

Thomas E. Barry  
(Signature of Notary)  
Thomas E. Barry  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State  
of Washington  
My Appointment Expires: 12-19-10



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.

A circular notary seal for Thomas E. Barry, a Notary Public in the State of Washington. The seal features his name "THOMAS E. BARRY" at the top, "COMMISSION EXPIRES" on the right, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "12-19-18" is located at the bottom center. The seal is surrounded by a decorative border of small, repeating patterns.

My Appointment Expires: 12-19-18



**EXHIBIT A**  
**LEGAL DESCRIPTIONS FOR THE TWIN BRIDGES MARINA, LLC**  
**EASEMENT AND MAINTENANCE AGREEMENT**

**LOT 1- TWIN BRIDGES MARINA DIVISION 1**

THAT PORTION OF SECTIONS 11 AND 12, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°33'07" WEST, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1061.81 FEET, MORE OR LESS, TO THE MEANDER CORNER ON SAID NORTH SECTION LINE BETWEEN SECTIONS 2 AND 11, AS SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9002150019; THENCE NORTH 11°54'14" WEST A DISTANCE OF 242.07 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY; THENCE SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 1123.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 612.55 FEET; THENCE SOUTH 33°11'44" WEST FOR A DISTANCE OF 179.63 FEET; THENCE SOUTH 16°24'51" WEST FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED T. B. FISH ROAD NO. 26, AS VACATED BY FINAL ORDER OF VACATION, RECORDED JANUARY 30, 1998, UNDER AUDITOR'S FILE NO. 9801300061, RECORDS OF SAID COUNTY; THENCE NORTH 73°35'09" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 585.13 FEET; THENCE NORTH 16°24'51" EAST A DISTANCE OF 207.21 FEET; THENCE NORTH 32°48'51" EAST A DISTANCE OF 60.21 FEET; THENCE NORTH 57°11'09" WEST A DISTANCE OF 39.83 FEET; THENCE NORTH 32°48'51" EAST A DISTANCE OF 50.81 FEET; THENCE SOUTH 57°11'09" EAST A DISTANCE OF 39.83 FEET; THENCE NORTH 32°48'51" EAST A DISTANCE OF 63.81 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 179,881 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

**LOT 1A- TWIN BRIDGES MARINA DIVISION 1**

THAT PORTION OF SECTIONS 11 AND 12, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°33'07" WEST, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1061.81 FEET, MORE OR LESS, TO THE MEANDER CORNER ON SAID NORTH SECTION LINE BETWEEN SECTIONS 2 AND 11, AS SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9002150019; THENCE NORTH 11°54'14" WEST A DISTANCE OF 242.07 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY; THENCE SOUTH 57°11'09" EAST,



ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 1736.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 240.38 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 57°57'04" EAST A DISTANCE OF 201.60 FEET TO THE POINT OF CURVATURE OF A 2914.67 FOOT RADIUS CURVE TO THE LEFT, AT WHICH POINT OF CURVATURE THE RADIUS POINT OF SAID CURVE BEARS NORTH 30°42'27" EAST; THENCE ALONG SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 2914.67 FEET, THROUGH A CENTRAL ANGLE OF 1°46'04", AN ARC DISTANCE OF 89.92 FEET; THENCE SOUTH 28°56'25" WEST A DISTANCE OF 7.39 FEET TO A POINT ON THE NORTHERLY MARGIN OF T. B. FISH ROAD NO. 26, AS VACATED BY FINAL ORDER OF VACATION, RECORDED JANUARY 30, 1998, UNDER AUDITOR'S FILE NO. 9801300061, RECORDS OF SAID COUNTY; THENCE SOUTH 16°24'51" WEST A DISTANCE OF 60.09 FEET TO A POINT ON THE CURVE OF THE SOUTHERLY MARGIN OF SAID VACATED T. B. FISH ROAD NO. 26, AT WHICH POINT THE RADIUS POINT, OF SAID CURVE, BEARS SOUTH 19°31'13" WEST; THENCE IN A NORTHWESTERLY DIRECTION, ALONG SAID CURVE OF SAID SOUTHERLY MARGIN, TO THE LEFT, HAVING A RADIUS OF 5699.27 FEET, THROUGH A CENTRAL ANGLE OF 3°06'23", AN ARC DISTANCE OF 308.99 FEET; THENCE NORTH 73°35'09" WEST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 253.64 FEET; THENCE NORTH 16°24'51" EAST FOR A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID VACATED T. B. FISH ROAD NO. 26; THENCE NORTH 33°11'44" EAST FOR A DISTANCE OF 179.63 FEET TO THE SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY AND THE TRUE POINT OF BEGINNING.

CONTAINING 72,348 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

**LOT 2 - UNDEVELOPED AREA SOUTH OF MARINA**

THAT PORTION OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°33'07" WEST, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1061.81 FEET, MORE OR LESS, TO THE MEANDER CORNER ON SAID NORTH SECTION LINE BETWEEN SECTIONS 2 AND 11, AS SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9002150019; THENCE NORTH 11°54'14" WEST A DISTANCE OF 242.07 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY; THENCE SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 1123.87 FEET; THENCE SOUTH 32°48'51" WEST A DISTANCE OF 174.83 FEET; THENCE SOUTH 16°24'51" WEST A DISTANCE OF 28.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 53°51'48" WEST A DISTANCE OF 179.18 FEET; THENCE NORTH 58°32'05" WEST A DISTANCE OF 316.26 FEET; THENCE NORTH 60°15'52" WEST A DISTANCE OF 110.19 FEET; THENCE NORTH 63°03'43" WEST A DISTANCE OF 100.36 FEET; THENCE NORTH



69°26'59" WEST A DISTANCE OF 106.87 FEET; THENCE NORTH 69°59'10" WEST A DISTANCE OF 33.99 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 1 OF COURT DECREE OF THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE COUNTY OF SKAGIT, COURT DECREE NO. 97-2-00692-1, FILED JUNE 24, 2003 IN SKAGIT COUNTY, WASHINGTON; THENCE, IN A SOUTHERLY DIRECTION, ALONG THE EASTERLY LINE OF PARCELS 1, 2, 6 AND 7 OF SAID COURT DECREE ON THE FOLLOWING COURSES, SOUTH 25°15'09" EAST A DISTANCE OF 147.19 FEET, SOUTH 22°32'30" EAST A DISTANCE OF 131.43 FEET, SOUTH 09°41'54" EAST A DISTANCE OF 144.78 FEET TO A POINT ON THE NORTHERLY MARGIN OF T. B. FISH ROAD NO. 26; THENCE SOUTH 89°11'09" EAST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 101.70 FEET TO AN ANGLE POINT OF SAID NORTHERLY MARGIN; THENCE SOUTH 73°35'09" EAST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 6.04 FEET TO A POINT ON THE NORTHERLY MARGIN OF SAID T. B. FISH ROAD NO. 26, AS VACATED BY FINAL ORDER OF VACATION, RECORDED JANUARY 30, 1998, UNDER AUDITOR'S FILE NO. 9801300061, RECORDS OF SAID COUNTY; THENCE SOUTH 16°24'51" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID VACATED T. B. FISH ROAD NO. 26; THENCE SOUTH 73°35'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 472.30 FEET TO A POINT WHICH BEARS SOUTH 16°24'51" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 16°24'51" EAST A DISTANCE OF 178.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 183,635 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.

**LOT 3 - TIDAL WATERS / MARINA**

THAT PORTION OF SECTIONS 2 AND 11, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THE BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 89°33'07" WEST, ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 1061.81 FEET, MORE OR LESS, TO THE MEANDER CORNER ON SAID NORTH SECTION LINE BETWEEN SECTIONS 2 AND 11, AS SHOWN ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 9002150019; THENCE NORTH 11°54'14" WEST A DISTANCE OF 242.07 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY; THENCE SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 1123.87 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 32°48'51" WEST A DISTANCE OF 63.81 FEET; THENCE NORTH 57°11'09" WEST A DISTANCE OF 39.83 FEET; THENCE SOUTH 32°48'51" WEST A DISTANCE OF 50.81 FEET; THENCE SOUTH 57°11'09" EAST A DISTANCE OF 39.83 FEET; THENCE SOUTH 32°48'51" WEST A DISTANCE OF 60.21 FEET; THENCE SOUTH 16°24'51" WEST A DISTANCE OF 28.55 FEET; THENCE NORTH 53°51'48" WEST A DISTANCE OF 179.18 FEET; THENCE NORTH 58°32'05" WEST A DISTANCE OF 316.26 FEET; THENCE NORTH 60°15'52" WEST A DISTANCE OF 110.19 FEET; THENCE NORTH 63°03'43" WEST A DISTANCE OF 100.36 FEET; THENCE NORTH 69°26'59" WEST A DISTANCE OF 106.87 FEET; THENCE NORTH 69°59'10" WEST A DISTANCE OF 33.99 FEET TO A POINT ON THE



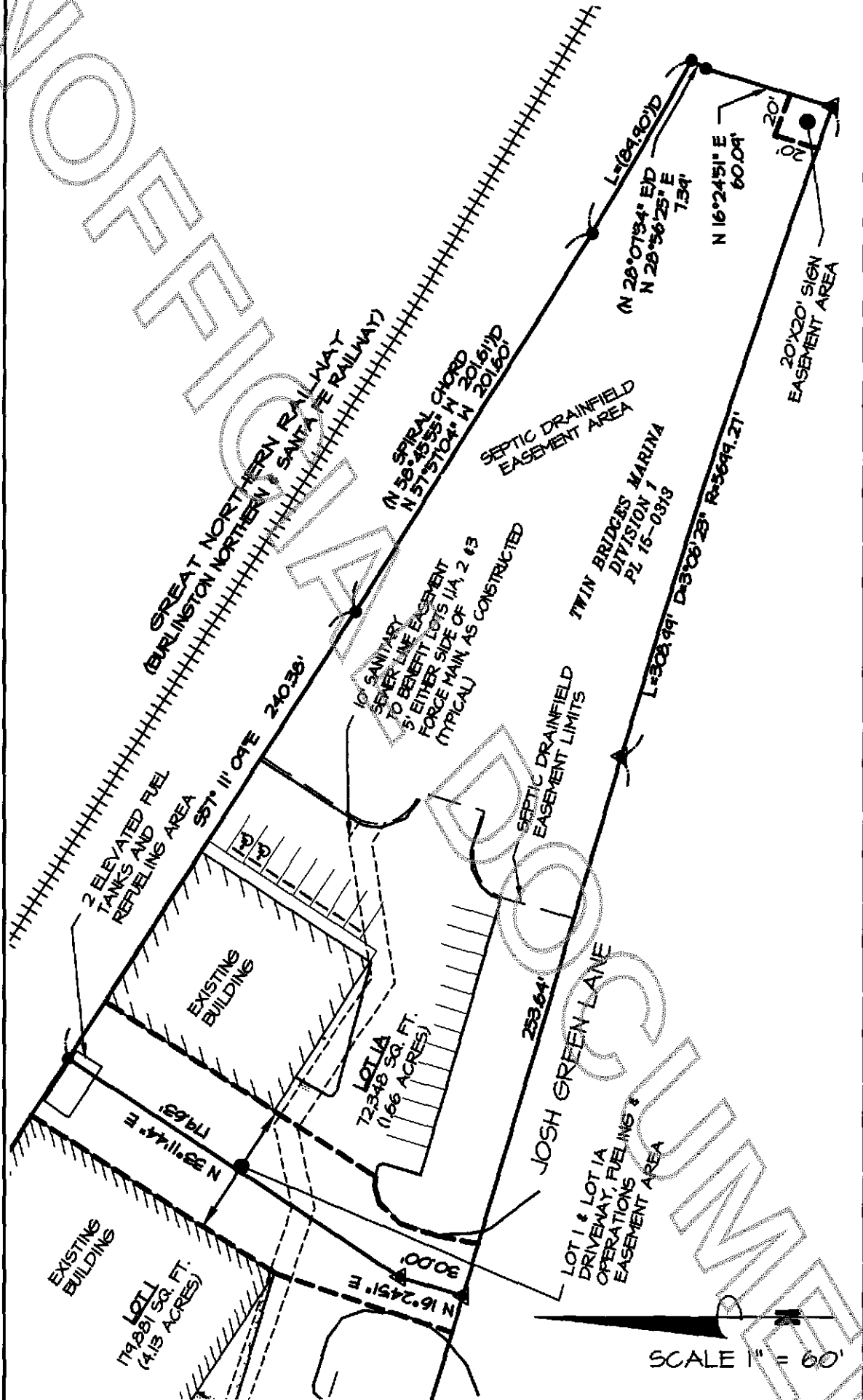
EASTERLY LINE OF PARCEL 1 OF COURT DECREE OF THE SUPERIOR COURT OF THE STATE OF WASHINGTON, IN AND FOR THE COUNTY OF SKAGIT, COURT DECREE NO. 97-2-00692-1, FILED JUNE 24, 2003 IN SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINE OF SAID PARCEL 1 ON THE FOLLOWING COURSES, NORTH 25°15'09" WEST A DISTANCE OF 10.73 FEET, NORTH 15°16'16" WEST A DISTANCE OF 22.55 FEET, SOUTH 72°08'59" WEST A DISTANCE OF 13.08 FEET, SOUTH 30°39'58" EAST A DISTANCE OF 18.40 FEET, SOUTH 01°00'43" WEST A DISTANCE OF 29.88 FEET; THENCE NORTH 23°32'35" WEST A DISTANCE OF 30.34 FEET; THENCE NORTH 20°36'17" WEST DISTANCE OF 124.83 FEET; THENCE NORTH 21°13'53" WEST A DISTANCE OF 99.56 FEET; THENCE NORTH 01°32'34" WEST A DISTANCE OF 144.19 FEET TO A POINT ON SAID SOUTHERLY MARGIN OF SAID BURLINGTON NORTHERN & SANTA FE RAILWAY RIGHT OF WAY; THENCE SOUTH 57°11'09" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 1123.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 213,427 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



# EXHIBIT B



DRAWN BY: CJT

DATE: 12/17/2015

DWG. NO.: 15023

APPROVED BY: T.E.B.

EXHIBIT B  
EASEMENT & MAINTENANCE  
AGREEMENT  
TWIN BRIDGES MARINA, LLC

**METRON**  
and ASSOCIATES INC.  
307 N. OLYMPIC, SUITE 205  
ARLINGTON, WASHINGTON 98223  
(360) 435-3777