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Skagit County Auditor

4/12/2016 Page

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RETURN ADDRESS:

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Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, WA 98101-3034

**AMENDMENT TO
EASEMENTS AND MAINTENANCE AGREEMENT**

REFERENCE NO. OF RELATED DOCUMENT: 201512290014

GRANTOR: TWIN BRIDGES MARINA, LLC; TWIN BRIDGE MARINE PARK, L.L.C.; TWIN BRIDGES MARINE BASIN, 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 (SEE #201512290014 FOR FULL LEGAL DESCRIPTION)

ASSESSOR'S TAX PARCEL NO.: P20279; P127531; P127532

THIS AMENDMENT TO EASEMENTS AND MAINTENANCE AGREEMENT (this "Amendment") is made and entered into this 12th day of April, 2016, 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") (hereinafter, Twin Bridges Marina, Twin Bridge Marine Park and Twin Bridges Marine Basin are collectively called the "Parties").

RECITALS:

A. The Parties established and created certain easements, covenants and restrictions pursuant to that certain Easements and Maintenance Agreement dated

December 17, 2015, and recorded under Skagit County Auditor's File No. 201512290014 (the "Easement Agreement").

B. The Parties desire to amend the Easement Agreement in certain respects pursuant to this Amendment.

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 agree that the Easement Agreement shall be, and the same is hereby amended as follows (terms defined in the Easement Agreement shall have the same meaning when used herein):

1. Recital A of the Easement Agreement is hereby amended to read as follows:

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

2. The first sentence of Paragraph 3 is hereby amended to read as follows:

Twin Bridges Marina does 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.

3. All other provisions of the Easement Agreement shall remain unchanged and in full force and effect as therein stated.

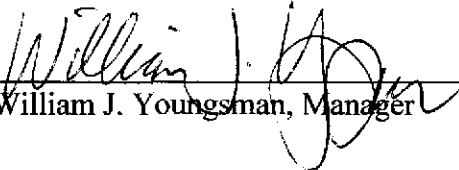
IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first hereinabove set forth.

[Signatures follow on next page]

SIGNATURE PAGE TO
AMENDMENT TO EASEMENTS AND MAINTENANCE AGREEMENT

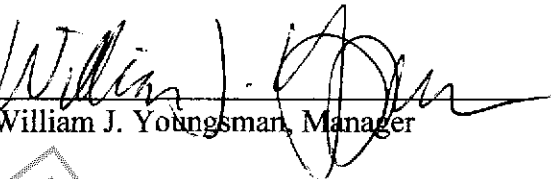
"TWIN BRIDGES MARINA"

TWIN BRIDGES MARINA, LLC,
a Washington limited liability company

By 
William J. Youngsman, Manager

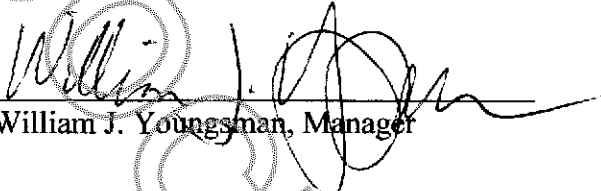
"TWIN BRIDGE MARINE PARK"

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

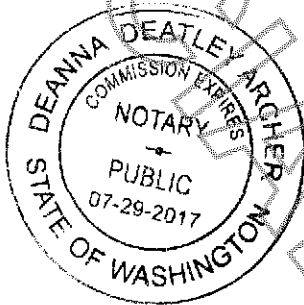
APR 12 2016

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

STATE OF WASHINGTON)
)
) ss.
COUNTY OF ~~SNOHOMISH~~ SKAGIT)

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 12th day of April, 2016.

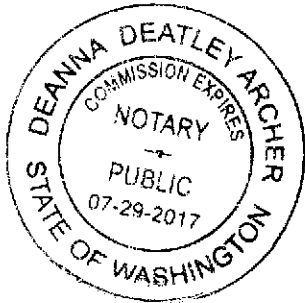


Deanna DeAtley Archer
(Signature of Notary)
Deanna DeAtley Archer
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington
My Appointment Expires: 7/29/2017

STATE OF WASHINGTON)
)
) ss.
COUNTY OF ~~SNOHOMISH~~ SKAGIT)

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.

WITNESS my hand and official seal hereto affixed this 12th day of April, 2016.

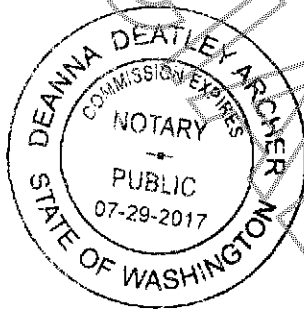


Deanna DeAtley Archer
(Signature of Notary)
Deanna DeAtley Archer
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington
My Appointment Expires: 7/29/2017

STATE OF WASHINGTON)
) ss.
SKAGIT)
COUNTY OF SNOHOMISH)

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 12th day of April, 2016.



Deanna DeAtley Archer
(Signature of Notary)

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(Print or stamp name of Notary)

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