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Skagit County Auditor

\$80.00

3/30/2017 Page

1 of

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FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

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\_\_\_\_\_  
\_\_\_\_\_

**EASEMENT FOR INGRESS, EGRESS, AND UTILITIES**

**Grantor (s):** FANCYWOOD INTERNATIONAL, LLC,  
a Washington limited liability company

**Grantee (s):** SEA-VAN, LLC, a Washington limited  
liability company

**Abbreviated Legal:** ptn Lot 1 of BLA PL 14-041, AF #201612200009,  
being a ptn of SE1/4 of 27-34N-R4E, W.M.

**Additional Legal on page(s):**

**Assessor's Tax Parcel No.:** P104336 / 4621-000-067-0006

**THIS AGREEMENT** ("Agreement"), is made the date set forth below, by and between FANCYWOOD INTERNATIONAL, LLC, a Washington limited liability company, (hereinafter "Grantor") and SEA-VAN, LLC, a Washington limited liability company, (hereinafter "Grantee").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

- 1) **EASEMENT DESCRIPTION:** The area of the easement conveyed herein is more particularly described as the following real property owned by Grantor, which is referred to herein as the "Easement Area":

See Exhibit "A"

- 2) **GRANT OF EASEMENT:** FANCYWOOD INTERNATIONAL, LLC, a Washington limited liability company, hereby grants and conveys, including all after acquired title, to SEA-VAN, LLC, a Washington limited liability company, a 60-foot wide non-exclusive, perpetual easement for ingress, egress and utilities over, under and across

EASEMENT FOR INGRESS, EGRESS, AND UTILITIES - 1

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 30 2017

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

the Easement Area portion of Grantor's real property, which Easement Area is more particularly described in Section 1 above.

- 3) This Agreement and the easement granted herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by this agreement, the operation of law, or the dedication of the Easement Area to the City of Mount Vernon, whichever first occurs.
- 4) In the event that the Grantee, SEA-VAN, LLC, a Washington limited liability company, or its guests, employees, invitees, licensees, contractors, agents, or any other person whose use of the Easement Area arises out of or in any way relates to Grantee, causes identifiable damage to the road, utilities, or other improvements in the Easement Area, then the Grantee, at Grantee's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the Easement Area in as good or better condition as it was in prior to the damage.
- 5) In the event that Grantee or its guests, employees, invitees, licensees, contractors or agents performs work in the Easement Area, Grantee shall restore the work area upon completion of work to a condition substantially similar to the condition of the work area prior to commencement of work, including replacement of all landscaping, fences and other improvements damaged by such work.
- 6) The Grantee hereby agrees to indemnify and hold harmless the Grantor of the easement, and its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantee and/or Grantee's guests, employees, invitees, licensees, contractors, agents, and/or all other persons whose use of the Easement Area arises out of or in any way related to Grantee.
- 7) The Grantee, SEA-VAN, LLC, a Washington limited liability company, will take any and all such actions as requested by the Grantor, from time to time, as are reasonably necessary or desirable to enable dedication of the Easement Area to the City of Mount Vernon for use as roadway.
- 8) At such time as the Easement Area is dedicated to the City of Mount Vernon, this Agreement and the easement will terminate and neither party will have any further right or obligation under this Agreement.
- 9) The easement is to be held by Grantee, its heirs and successors and assigns as appurtenant to the Grantee's property and the Grantor's property. The benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind the owners of the Grantee's property, the Grantor's property and their respective heirs, successors, and assigns and all persons possessing the property by, through and

under the parties hereto and their respective heirs, successors and assigns.

- 10) This easement shall not effect a merger of the fee ownership and the easement. The fee and easement shall hereafter remain separate and distinct.
- 11) This Agreement and the easement shall be construed and governed by the laws of the State of Washington.
- 12) The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.
- 13) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- 14) The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 15) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 16) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 17) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

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DATED this 09 day of March, 2017.

FANCYWOOD INTERNATIONAL, LLC

By

*Vichai Tanpatanarat*

VICHAI TANPATANARAT

Its Managing Member \_\_\_\_\_

SEA-VAN, LLC

By \_\_\_\_\_

*Tiong Ngie Kiang*

Printed Name: TIONG NGIE KIANG

Its: Manager

*(acknowledgments follow)*

EASEMENT FOR INGRESS, EGRESS, AND UTILITIES - 4


UNOFFICIAL DOCUMENT

Kingdom of Thailand  
Bangkok Metropolis  
Embassy of the United States  
of America )  
SS )

I certify that I know or have satisfactory evidence that VICHAI TANPATANARAT 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 Managing Member of FANCYWOOD INTERNATIONAL, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 3 MAR 2017, 2017.

Cathy T. Moffit  
Consular Associate of the  
United States of America

  
\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My appointment expires: Indefinite

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
SS )

I certify that I know or have satisfactory evidence that TIONG NGIE KANG 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 SEA-VAN, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 7th March, 2017.

JULIE PAO CHONG YEW  
Advocate & Solicitor  
Notary Public  
53-55 (1<sup>st</sup> Flr) Jln Tuanku Osman,  
Sibu, Sarawak, Malaysia


  
\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My appointment expires: 19th October, 2017

EXHIBIT "A"

A PORTION OF LOT 1 OF CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT PL No 14-041, APPROVED DECEMBER 14, 2016 AND RECORDED DECEMBER 20, 2016 AS SKAGIT COUNTY AUDITOR'S FILE No. 201612200009, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., WHICH PORTION OF SAID LOT 1 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 67 OF THE PLAT OF "EAGLEMONT PHASE 1A" AS APPROVED DECEMBER 15, 1993 AND RECORDED JANUARY 25, 1994 UNDER AUDITOR FILE NUMBER 9401250031, THE LOCATION OF WHICH IS SHOWN ON SHEET 14 OF 17 OF SAID PLAT OF EAGLEMONT ADDITIONALLY ITS ALSO SHOWN ON SHEET 6 OF 6 OF THE ABOVE MENTIONED CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT PL No 14-041 FROM WHICH A BEARING OF NORTH 15° 15' 54" WEST TO THE NORTHWEST IS SHOWN; THENCE SOUTH 88° 33' 13" EAST FROM SAID ANGLE POINT, ALONG ORIGINAL PHASE 1A LINE, 496.77 FEET ALSO BEING AN ANGLE POINT IN THE ABOVE MENTIONED LOT 1 AND ALSO THE **TRUE POINT OF BEGINNING** OF SAID EASEMENT AREA; THENCE SOUTH 0° 02' 13" EAST ALONG SAID LOT 1 LINE 77.59 FEET; THENCE ALONG SAID LOT 1 LINE AND ALSO BEING A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 77°22' 46" AN ARC DISTANCE OF 202.58 FEET; THENCE SOUTH 77°25' 31" EAST 96.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 41°44' 30" AN ARC DISTANCE OF 109.28 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET THROUGH A CENTRAL ANGLE OF 35°03' 14" AN ARC DISTANCE OF 287.55 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 16°48' 38" AN ARC DISTANCE OF 134.96 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 85°03' 48" AN ARC DISTANCE OF 37.12 FEET TO THE INTERSECTION WITH THE NORTH MARGIN OF THAT CERTAIN 60 FOOT EAGLEMONT DRIVE INGRESS, EGRESS AND UTILITY EASEMENT GRANTED TO THE CITY UNDER AUDITORS FILE NUMBER 9401250031, RECORD OF SKAGIT COUNTY, WASHINGTON; THENCE REVERSING DIRECTION ALONG SAID NORTH MARGIN NORTH 67°37' 23" EAST 12.68 FEET; THENCE ALONG SAID MARGIN

Exhibit "A"

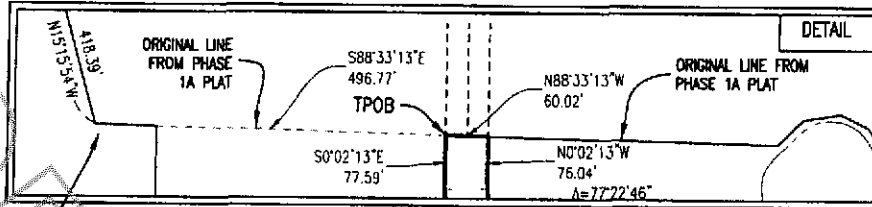
AND A CURVE TO THE RIGHT HAVING A RADIUS OF 350.01 FEET THROUGH A CENTRAL ANGLE OF 14°56' 06" AN ARC DISTANCE OF 91.23 FEET THENCE LEAVING SAID MARGIN AND REVERSING DIRECTION ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS BEARS NORTH 7°26'31" WEST A DISTANCE OF 25.00 FEET; THENCE ALONG THE BEFORE-MENTIONED NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 79°30' 39" AN ARC DISTANCE OF 34.69 FEET TO A COMPOUND CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET THROUGH A CENTRAL ANGLE OF 17°18' 05" AN ARC DISTANCE OF 120.79 FEET TO A POINT OF REVERSING CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET THROUGH A CENTRAL ANGLE OF 35°03' 14" AN ARC DISTANCE OF 324.26 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET THROUGH A CENTRAL ANGLE OF 41°44'30" AN ARC DISTANCE OF 152.99 FEET; THENCE NORTH 77°25'31" WEST 96.80 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 77°22' 46" AN ARC DISTANCE OF 121.55 FEET; THENCE NORTH 0°02'13" WEST 75.04 FEET TO THE INTERSECTION WITH SAID EAGLEMONT PHASE 1A LINE; THENCE NORTH 88°33'13" WEST ALONG SAID EAGLEMONT PHASE 1A LINE 60.02 FEET TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT IS TO PROVIDE A CONTINUOUS STRIP BOUNDED ON THE NORTH FROM THE SAID "EAGLEMONT PHASE 1A" LINE AND SOUTHERLY TO THE NORTH MARGIN OF THAT CERTAIN 60 FOOT "EAGLEMONT DRIVE EASEMENT."

CONTAINING 55520 S.F. MORE OR LESS  
SITUATE IN MOUNT VERNON, SKAGIT COUNTY, WASHINGTON.

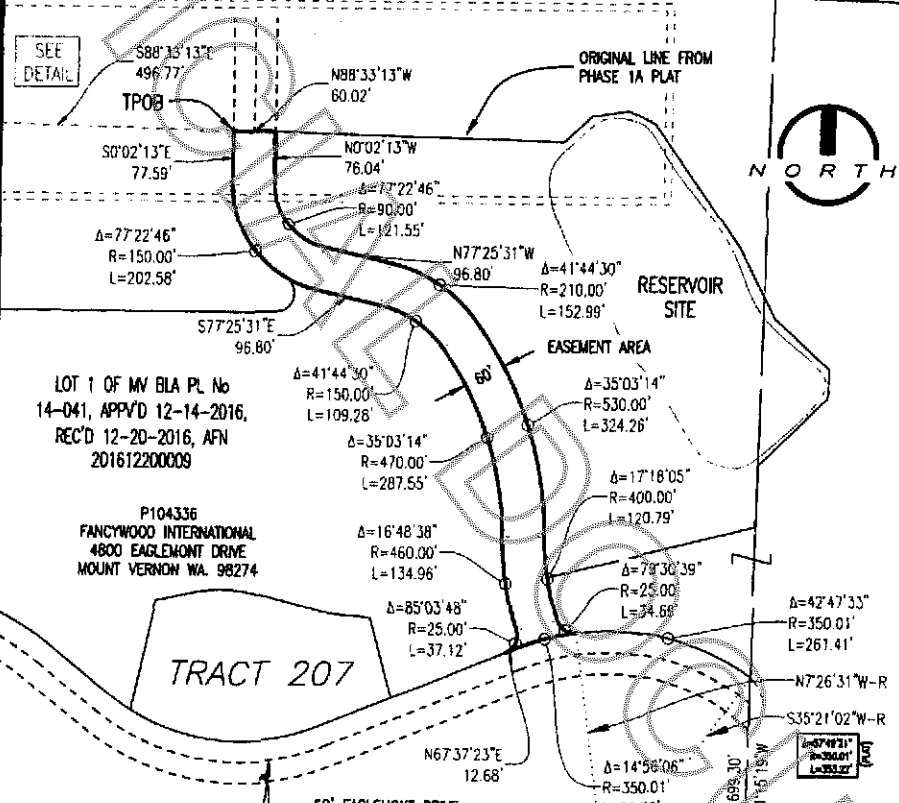
Exhibit "A"

SE/4 SEC 27, TWP 34 N, R 4 E, W/M



COMMENCING AT ANGLE POINT IN LOT 67 AS SHOWN ON SHEET 14 OF 17, PLAT OF EAGLEMONT PHASE 1A AFN 9401250031, AND ON SHEET 6 OF 6 OF LOT 1 OF MV BIA PL No 14-041, AFN 201612200009

P104339  
SEA-VAN LLC  
4800 EAGLEMONT  
DRIVE  
MOUNT VERNON WA.  
98274

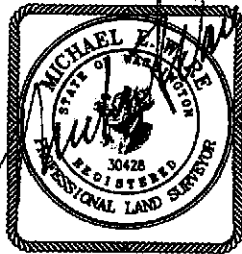


LOT 1 OF MV BIA PL No 14-041, APP'D 12-14-2016, REC'D 12-20-2016, AFN 201612200009

P104336  
FANCYWOOD INTERNATIONAL  
4800 EAGLEMONT DRIVE  
MOUNT VERNON WA. 98274

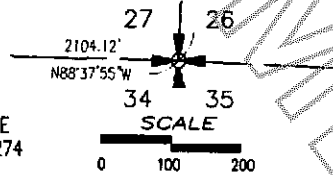
TRACT 207

60' EAGLEMONT DRIVE  
INGRESS, EGRESS AND  
UTILITY EASEMENT TO CITY  
AFN 9401250031



*2.07.2017*

P104339  
SEA-VAN LLC  
4800 EAGLEMONT DRIVE  
MOUNT VERNON WA. 98274



Sound Development Group  
ENGINEERS AND SURVEYORS  
P.O. Box 725  
Tulalip, WA 98283

SHEET DESCRIPTION  
**EXHIBIT "B"**  
**60' EASEMENT**  
PROJECT  
**EAGLEMONT GOLF COURSE**  
FOR  
**SEA-VAN - FANCYWOOD**

SCALE 1" = 200'  
DRAWN BY: MWARE  
JOB NUMBER: 11073  
DATE: 2-07-2017  
DRAWING NAME  
11073ESMT  
SHEET  
1 of 1