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09/12/2018 10:58 AM Pages: 1 of 8 Fees: \$106.00  
Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

HUGHES FARMS INC.  
13225 Farm-to-Market Road  
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 12 2018

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

**EMERGENCY ACCESS EASEMENT**

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Grantor (s) DAHLSTEDT FAMILY PROPERTIES, LLC,  
a Washington limited liability company

Grantee (s) HUGHES FARMS, INC., a Washington corporation

Abbreviated Legal: Ptn Lot 3, S.P. No. 7-89

Additional Legal on page(s) 1-2

Assessor's Tax Parcel No's: 340309-2-005-0009 / P21284

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**THIS AGREEMENT** (the "Agreement"), is made the date set forth below, by and between DAHLSTEDT FAMILY PROPERTIES, LLC, a Washington limited liability company, as Grantor, and HUGHES FARMS, INC., a Washington corporation, as Grantee.

1) HUGHES FARMS, INC., a Washington corporation is the owner of the following described parcel of property in Skagit County, Washington (hereinafter "Hughes Lot 6"):

*Lot 6, Dahlstedt Family Properties, Building Site Plan No. BSP PL07-087, recorded under Auditor's File No. 201108100067; being a portion of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M.*

*Situate in the County of Skagit, State of Washington.*

2) DAHLSTEDT FAMILY PROPERTIES, LLC, a Washington limited liability company, is the owner of the following described parcel of property in Skagit County, Washington (hereinafter "DFP Parcel"):

Emergency Access Easement

Parcel P21284

*The South 966.00 feet of Lot 3 of Skagit County Short Plat No. 7-89, approved March 1, 1989, and recorded March 2, 1989 in Volume 8 of Short Plats, pages 112 and 113, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M.,*

*EXCEPT the East 210.00 feet thereof,*

*AND EXCEPT any portion thereof lying Northeasterly of a line drawn parallel with and 25 feet Southwesterly of the Southwesterly bank of the existing drainage ditch maintained by Drainage District No. 19, running along the toe of the hill.*

*Situated in the County of Skagit, State of Washington.*

3) EMERGENCY ACCESS EASEMENT: The easement (hereinafter the "Easement") conveyed herein is a non-exclusive, perpetual easement for emergency access, for the benefit of Grantee and Grantees successors and assigns, over, under and across that portion of the DFP Parcel as described and depicted on the attached Exhibit "A" (hereinafter the "Easement Area").

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) GRANT OF EASEMENT: DAHLSTEDT FAMILY PROPERTIES, LLC, a Washington limited liability company, hereby grants and conveys, including all after acquired title, to HUGHES FARMS, INC., a Washington corporation, a perpetual, non-exclusive easement for emergency access over and across the Easement Area, which Easement is more particularly described above.

2) USE OF EASEMENT: Grantee shall use the Easement and Easement Area only for emergency purposes, which shall be used for ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services across the Easement Area for the benefit of the Hughes Lot 6.

3) TERMINATION OF EASEMENT: This easement shall remain in effect in perpetuity, until terminated by one of the following: (i) mutual written and recorded agreement of the Grantor and Grantee; (ii) by the operation of law; or (iii) upon cessation of Grantee's need of the Easement or use of the Easement Area for emergency purposes.

Emergency Access Easement

4) **RELEASE AND INDEMNIFICATION:** Grantee does hereby release, remise, acquit and forever discharge Grantor, and Grantor's contractors, invitees, agents, representatives, successors and assigns (all of the foregoing referred to as the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to use of the easement area by Grantee and/or Grantee's contractors, invitees, agents, representatives, successors and assigns.

Grantee hereby agrees to indemnify and hold harmless the Released Parties, from any and all actions and causes of action, judgments, attorneys' fees, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the use of the Easement Area by Grantee and/or Grantee's contractors, invitees, agents, representatives, predecessors, successors and assigns.

5) **GENERAL PROVISIONS:**

a) This Easement is to be held by the owners, their heirs and successors and assigns as appurtenant to the Hughes Lot 6 and the DFP Parcel. The benefits, burdens and covenants of this easement shall be deemed to run with the land and bind the owners of the Hughes Lot 6 and the DFP Parcel, 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.

b) This Easement shall be construed in accordance with the laws of the State of Washington.

c) This Easement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. No changes may be made to this Easement unless such changes are made in writing, signed and acknowledged by all parties and recorded with the Skagit County Auditor's Office.

d) The failure of either party to insist upon strict performance of any of the provisions of this Easement, 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.

e) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

f) 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, including all such attorneys fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. 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.

g) Regardless of any common ownership of Hughes Lot 6 and of the DFP Parcel, there shall be no merger of the fee ownership of any lot and the easements contained in this Agreement. The fee ownership of each lot and the easements contained herein shall hereafter remain separate and distinct.

h) For the purpose of construing or interpreting this Easement, the Easement is deemed to have been drafted equally by all parties hereto, and shall not be construed strictly for or against any member of any party. In the event of any dispute arising out of this agreement, the prevailing party shall be entitled to recovery of attorney's fees.

**IN WITNESS WHEREOF**, the parties signed this Easement Agreement as of the date set forth below.

Dated this 10 day of September, 2018

Grantor:

DAHLSTEDT FAMILY PROPERTIES, LLC

Norman H. Dahlstedt

By: NORMAN H. DAHLSTEDT

Its: CFO & Co-General Manager

Patricia L. Dahlstedt

By: PATRICIA L. DAHLSTEDT

Its: CFO & CO-General Manager

Grantee:

HUGHES FARMS, INC.

David L. Hughes

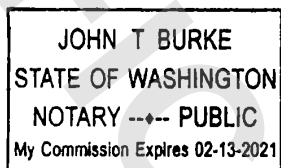
By: DAVID L. HUGHES

Its: President

Emergency Access Easement

[illegible]

I certify that I know or have satisfactory evidence that DAVID L. HUGHES 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 PRESIDENT of HUGHES FARMS, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9-10-18

(Signature)

NOTARY PUBLIC

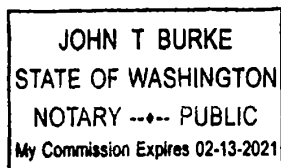
**JOHN T. BURKE**

Print Name of Notary

My appointment expires: 2-13-2021

[illegible]

I certify that I know or have satisfactory evidence that NORMAN H. DAHLSTEDT and PATRICIA L. DAHLSTEDT are the persons who appeared before me, and said persons acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the CEO/CFO and CO-GENERAL MANAGERS of DAHLSTEDT FAMILY PROPERTIES, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.



Dated: 9-10-18

(Signature)

NOTARY PUBLIC

**JOHN T. BURKE**

Print Name of Notary

My appointment expires: 2-13-2021

## Emergency Access Easement

# EXHIBIT A

**Emergency Access Easement**

A portion of the South 966 feet of Lot 3, Short Plat No. 7-89, as recorded under Auditor's File No. 8903020017, records of Skagit County, Washington, located in the Southwest 1/4 of the Northwest 1/4, Section 9, Township 34 North, Range 3 East, W.M., more particularly described as follows:

The Northerly 50.00 feet of the Westerly 45.00 feet of said South 966 feet of Lot 3.

Situate in the County of Skagit, State of Washington.

Containing 1,745 Sq. Ft.

