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Skagit Law Group, PLLC
P. O. Box 336/227 Freeway Dr Ste B
Mount Vernon, WA 98273



201810250021

10/25/2018 11:33 AM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

CHICAGO TITLE
W20035630

EASEMENT AGREEMENT

GRANTOR: ANN J. RASAR, a single person

GRANTEES: SPRINGBROOK FARMS, INC., a Washington corporation

Legal Description PTN GOV LT 4, AKA TR 1 & 2 S/P #57-89 AF# 8912180030
Abbreviated Form: TGW 2nd CL TDLDS IN FRONT OF SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Additional on Page: Pages 1 & 2

Assessor's Tax Parcel No: 360226-0-014-0018 (P47110) (Rasar)
360226-0-014-0208 (P47116) (Springbrook)

OCT 25 2018
Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

THIS AGREEMENT (the Agreement"), is made by and between ANN J. RASAR, a single person (hereinafter "Rasar"), and SPRINGBROOK FARMS, INC., a Washington corporation (hereinafter "Springbrook"), effective the date set forth below.

RECITALS

WHEREAS, RASAR owns and occupies a residence situate on Samish Island, Skagit County, Washington (Skagit County Tax Parcel Number 360226-0-014-0018/P47110), legally described as follows:

Tract 1, Skagit County Short Plat No. 57-89, approved December 18, 1989 and recorded December 18, 1989 in Book 8 of Short Plats, Page 199, under Auditor's File No. 8912180030, being a portion of Government Lot 4 and second class tidelands in Section 26+, Township 36 North, Range 2 East, W.M.

Together with and subject to access and utility easements as delineated on face of said Short Plat No. 57-89.

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Situate in the County of Skagit, State of Washington.

(hereinafter the "the Rasar Property"); and

WHEREAS, **SPRINGBROOK** owns a residence on Samish Island, Skagit County, Washington (Skagit County Tax Parcel Number 360226-0-014-0208/P47116) legally described as:

Tract 2, Skagit County Short Plat No. 57-89, approved December 18, 1989 and recorded December 18, 1989 in Book 8 of Short Plats, Page 199, under Auditor's File No. 8912180030, being a portion of Government Lot 4 and second class tidelands in Section 26+, Township 36 North, Range 2 East, W.M.

Together with and subject to access and utility easements as delineated on face of said Short Plat No. 57-89.

(hereinafter the "Springbrook Property"); and

WHEREAS, the Rasar Property and Springbrook Property abut and share a common boundary along the west line of the Rasar Property and the east line of the Springbrook Property; and

WHEREAS, historically, the owners of the Springbrook Property constructed a wooden staircase from the bulkhead at the ordinary high-water line down to the beach at variance with the surveyed legal descriptions; hence, there is a need and desire to address the encroachment of said staircase along with maintenance and use through the establishment of an easement through this Agreement; and

WHEREAS, **RASAR** and **SPRINGBROOK** constitute all of the landowners affected by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the receipt and sufficiency of which consideration is hereby acknowledged, **RASAR** and **SPRINGBROOK** agree as follows:

1. Grants of Access and Easement. **RASAR** grants to **SPRINGBROOK** without warranty a perpetual, non-exclusive easement for the continued use in place of the existing wooden retaining wall and staircase area (the "Staircase") which is approximately four (4) feet in width and twelve (12) feet in length located in the northwest corner of the Rasar property in the present location of the Staircase as depicted in the cross-hatched area (not shown to scale but for location only) on the attached **Exhibit A**, and as depicted on the attached **Exhibit B**.

2. Shared Maintenance of Staircase. Each party herein shall equally share with the other party the cost of maintenance of the Staircase. **SPRINGBROOK** shall be and remain solely

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responsible for the maintenance and any replacement of the wooden bulkhead lying westerly of the Staircase and common boundary between the parties' parcels.

3. Access for Maintenance of Improvements. Each party herein shall provide reasonable access to each other party herein for the maintenance of the Staircase lying within the described easement area.

4. Run with the Land. Benefits, burdens, and covenants of the easement rights granted herein shall be deemed to run with the land and bind and inure to the benefit of the parties and their respective heirs, successors, and assigns as well as all persons possessing property by, through, and under the parties hereto and their respective heirs, successors, and assigns. Unity of title shall not affect the easements described herein. However, they may be modified by written agreement of the owners of both parcels. This document shall not change or adjust the legal descriptions or described boundaries of the parties' parcels.

5. No Third Party Beneficiaries. This Agreement shall not be construed as a "third party beneficiary contract." There are no verbal or other agreements that modify or affect this agreement. This Agreement is an integrated, complete document and constitutes the entire agreement among the parties.

6. Governing Law. This Agreement shall be construed according to the laws of the State of Washington.

7. Attorneys' Fees. In the event of any suit to enforce the easement rights granted herein, the prevailing party(ies) shall be entitled to recover reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on appeal and in the enforcement of any judgment.

8. Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall be deemed to constitute but one and the same instrument.

9. Representation. At the signing of this Agreement, John T. Burke of Skagit Law Group, PLLC, represents **RASAR**, and _____ represents **SPRINGBROOK**.

10. Mediation; Arbitration. In the event of any dispute, difference, or disagreement (collectively "dispute") in respect of this Agreement and the meaning or construction hereof, the dispute shall first be submitted to non-binding mediation by a mediator selected by the parties. The parties will share equally in the costs of mediation. If mediation does not resolve the dispute, a single arbitrator affiliated with an alternative dispute resolution group providing services in northwest Washington shall be selected by mutual agreement of the parties within thirty (30) days. If they are unable to do so, then the arbitrator shall be selected by the presiding judge of the Superior Court for Skagit County. Arbitration shall be conducted either in accordance with the Washington State mandatory arbitration rules or the rules adopted by the alternative dispute resolution group. The arbitration shall be binding, and judgment upon any award may be entered in any court of competent

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jurisdiction. This agreement to mediate and to arbitrate shall not prevent either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses and attorneys' fees (in addition to statutory costs of litigation), including expenses and fees in connection with any hearing, trial, appeal or petition for review.

Dated this 23 day of October, 2018.

GRANTOR:

GRANTEE:

SPRINGBROOK FARMS, INC.

Ann J. Rasar
ANN J. RASAR

BY: _____
Its: _____

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that ANN J. RASAR is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of October, 2018.



[Signature]
Printed Name Kellia Mayo
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 6/19/21

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the _____ of **SPRINGBROOK FARMS, INC.** to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of October, 2018.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington
My Commission Expires _____

jurisdiction. This agreement to mediate and to arbitrate shall not prevent either party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo or to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses and attorneys' fees (in addition to statutory costs of litigation), including expenses and fees in connection with any hearing, trial, appeal or petition for review.

Dated this 23 day of October, 2018.

GRANTOR:

GRANTEE:

SPRINGBROOK FARMS, INC.

ANN J. RASAR

Kevin J. Torani
BY: Kevin J. Torani
Its: President

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **ANN J. RASAR** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

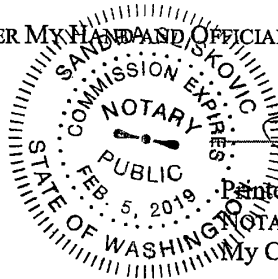
GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of October, 2018.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

I certify that I know or have satisfactory evidence that KEVIN J TORLAI is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the PRESIDENT of **SPRINGBROOK FARMS, INC.** to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23RD day of October, 2018.


Sandra Sliskovic
Printed Name SANDRA SLISKOVIC
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 02-05-2019

A PORTION OF THE SOUTHWEST 1/4 OF SECTK SKAGIT COUN

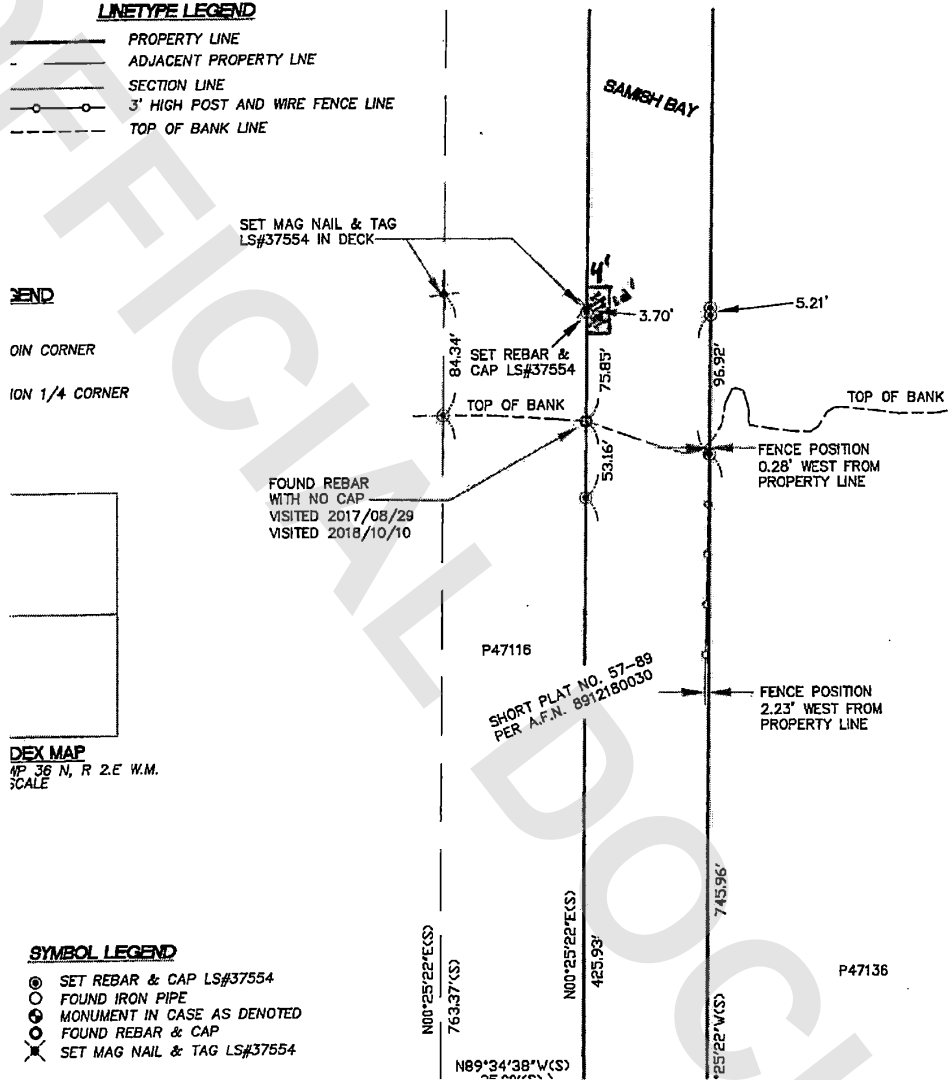


EXHIBIT A



EXHIBIT B