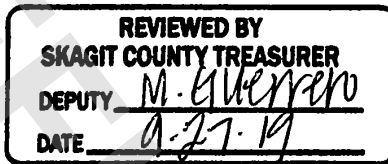


WHEN RECORDED RETURN TO:

Cynthia A. Melillo
Cynthia A. Melillo PLLC
8385 W. Emerald Street
Boise, ID 83704

201909270131
09/27/2019 01:52 PM Pages: 1 of 12 Fees: \$114.50
Skagit County Auditor



GUARDIAN NORTHWEST TITLE CO.

18-10A

NO MONETARY CONSIDERATION

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Easement Agreement"), dated effective as of June __, 2019, is entered into by and between Watson Properties, a Washington Limited Partnership ("Grantor") and JD Land LLC, a Washington Limited Liability Company ("Grantee"). Grantor and Grantee may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. Grantor is the owner of that certain parcel of real property legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Parcel").

B. Grantee is the owner of that certain parcel of real property legally described on Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Parcel" and collectively with the Grantor Parcel, the "Parcels").

C. The Grantee Parcel is benefited by a roadway easement on, over, and across the Grantor Parcel as set forth in that certain Real Estate Contract recorded in the real property records of Skagit County, Washington as Instrument Number 582616 (the "Original Easement").

D. In connection with certain development approvals for the development of the Grantor Parcel, the Parties now desire to grant an additional easement to Grantee and to revise the Original Easement to incorporate the terms and conditions of this Easement Agreement and to provide for a nonexclusive right of access on, over, and across that portion of the Grantor Parcel as legally described and depicted on Exhibit C, attached hereto and incorporated herein by this reference (the "Access Easement Premises"), which together with the area contained within the Original Easement shall constitute the "Total Access Easement Premises" for the purpose of vehicular and pedestrian ingress and egress to and from the Grantee Parcel and Freeway Drive upon the terms and conditions set forth herein.

E. In addition, Grantee desires and Grantor is willing to grant an easement for the placement of a directional sign on, over, and across that portion of the Grantor Parcel as

ACCESS EASEMENT - 1

Access Easement for Radio Station 2019-06-26

EXHIBIT C**Legal Description and Depiction of Access Easement Premises**

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL:

LOT 2 OF CITY OF MOUNT VERNON SHORT PLAT NO. LU-09-045 APPROVED AUGUST 9, 2012 AND RECORDED AUGUST 14, 2012 AS AUDITOR'S FILE NO. 201208140051, TOGETHER WITH NON-EXCLUSIVE EASEMENTS OVER AN EASTERLY PORTION OF LOT 3 OF SAID SHORT PLAT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SAID SHORT PLAT; ALL OF THE ABOVE BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE SAID PARCEL AT THE WESTERLY MARGIN OF FREEWAY DR.;

THENCE SOUTH 01°05'15" WEST, ALONG SAID MARGIN, A DISTANCE OF 4.34 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 85°53'42" WEST A DISTANCE OF 37.61 FEET;

THENCE NORTH 88°54'45" WEST A DISTANCE OF 177.39 FEET;

THENCE NORTH 82°51'26" WEST A DISTANCE OF 99.63 FEET TO THE NORTHERLY LINE OF SAID PARCEL;

THENCE NORTH 88°24'28" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 47.36 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE SOUTH 01°08'42" WEST, ALONG SAID WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 88°56'12" EAST A DISTANCE OF 86.24 FEET;

THENCE SOUTH 68°01'07" EAST A DISTANCE OF 64.39 FEET;

THENCE SOUTH 89°10'45" EAST A DISTANCE OF 214.90 TO THE WEST MARGIN OF FREEWAY DR.;

THENCE NORTH 01°05'15" EAST, ALONG SAID WEST MARGIN, A DISTANCE OF 29.40 FEET TO THE **POINT OF BEGINNING**.

AREA: 8,070± SQ. FT.

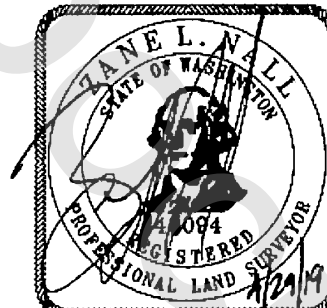


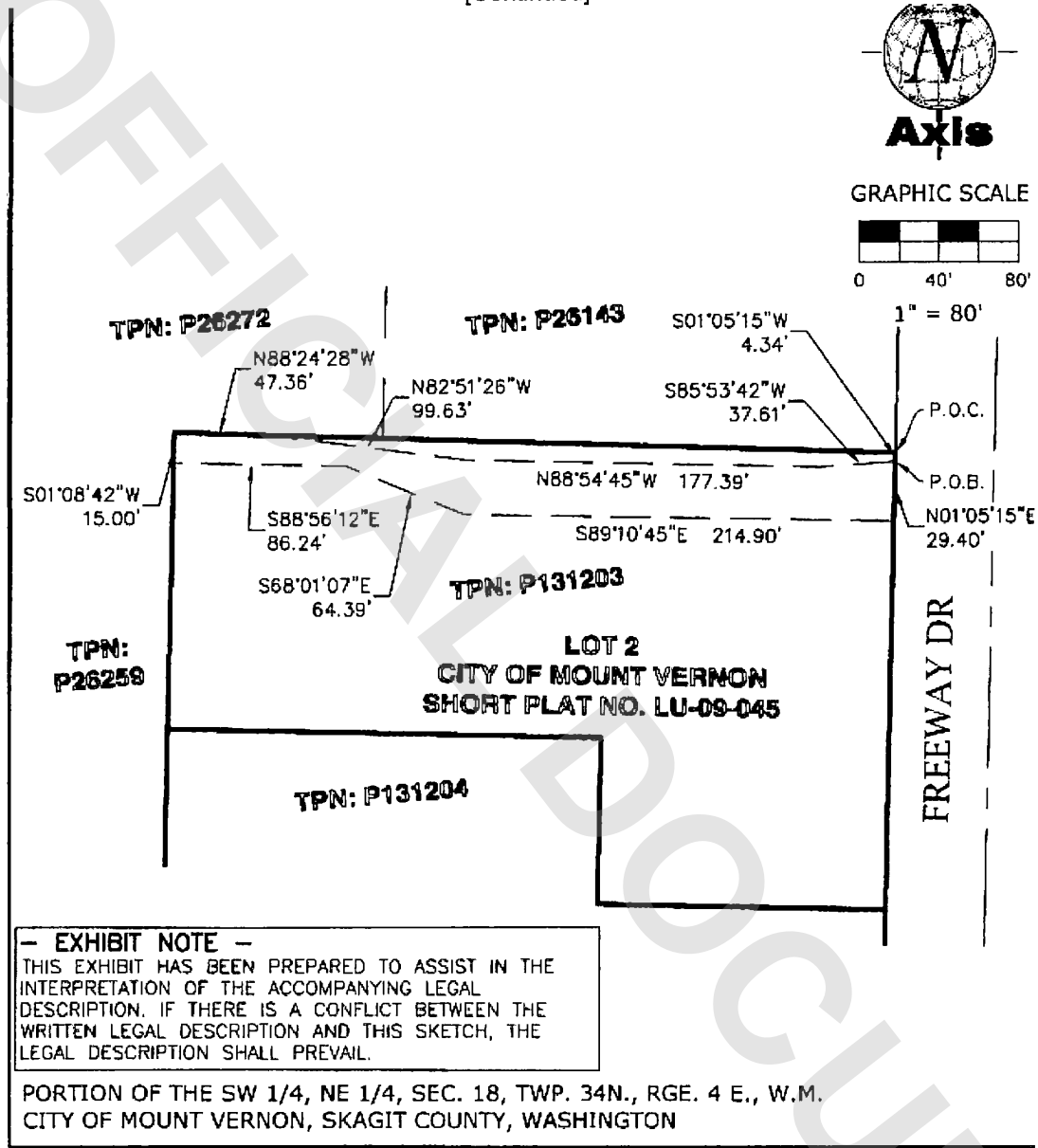
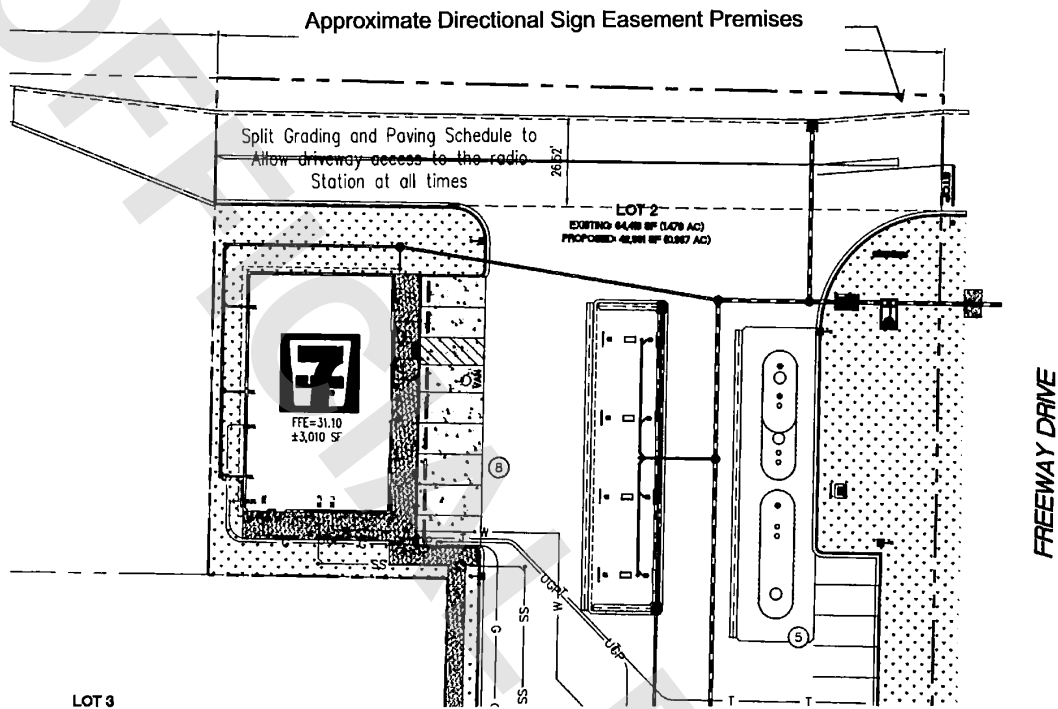
EXHIBIT C**Legal Description and Depiction of Access Easement Premises**
[Continued]

EXHIBIT D

Depiction of Approximate Directional Sign Easement Premises



depicted on Exhibit D, attached hereto and incorporated herein by this reference (the "Directional Sign Easement Premises"), upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby make the following grants, agreements, covenants and restrictions:

1. GRANT OF EASEMENTS.

Grantor hereby grants to Grantee a nonexclusive right of access on, over, and across the Total Access Easement Premises (the "Access Easement").

Grantor hereby grants to Grantee for the benefit of the Grantee Parcel, a nonexclusive easement upon the Grantor Parcel in the approximate location shown on Exhibit D, identified as the Directional Sign Easement Premises (the "Directional Sign Easement" and together with the Access Easement, the "Easements").

2. PURPOSE AND USE OF ACCESS EASEMENT.

The Access Easement granted herein shall be used by the owner of the Grantee Parcel, and its tenants, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of the owner and its tenants, in common with others entitled to use the same, for the purpose of vehicular and pedestrian ingress and egress on, over, and across the Total Access Easement Premises to and from the Grantee Parcel and Freeway Drive, according to the terms and conditions set forth below.

The Directional Sign Easement shall be used by the owners and occupants of the Grantee Parcel, and their employees, property managers, agents, tenants, and contractors ("Permittees") for the installation, maintenance, repair and replacement of a directional sign. Grantee shall obtain all necessary approvals for the placement of and exact location of the directional sign from any and all governmental or quasi-governmental agencies with jurisdiction thereof. The final location approved by such governmental or quasi-governmental agency must be approved by Grantor, such approval not to be unreasonably withheld. The actual location of such directional sign after receipt of all approvals shall be the location of the Directional Sign Easement Premises. In the event Grantee fails to get approval to place the directional sign from the appropriate governmental or quasi-governmental agencies on or before that date that is one year after recordation hereof, then this Directional Sign Easement shall terminate and be of no further force or effect.

3. MAINTENANCE AND MANAGEMENT OF THE EASEMENTS:

The Total Access Easement Premises and the Directional Sign Easement Premises shall be maintained in good condition and repair by the owner or owners of the Grantor Parcel, or portion thereof, upon which the Easements are located. Any sign placed upon the Directional Sign Easement shall be maintained in good condition and repair by the owner and occupant of the Grantee Parcel.

In the event that Grantee or its tenants, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of the owner

ACCESS EASEMENT - 2

Access Easement for Radio Station 2019-06-26

and its tenants, in common with others entitled to use the Access Easement causes identifiable damage to any improvements in the Total Access Easement Premises, then the Grantee shall, as soon as is reasonably possible, immediately restore the improvements to as good or better condition as they were in prior to the damage.

4. INDEMNIFICATION.

Each Party shall indemnify, hold harmless and defend the other Parties from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs, or expenses, including, without limitation, attorneys' and other professional fees and disbursements, in conjunction with any loss of life, personal injury and/or property damage arising out of or relating to the use of the Easements and the Total Access Easement Premises by the indemnifying Party or its officers, licensees, agents, servants, employees, guests, invitees or visitors, or any other party for whom the indemnifying Party would otherwise be liable, unless caused by the negligent act or willful misconduct of the indemnified party or its officers, agents, servants or employees.

5. RUNNING OF BENEFITS AND BURDENS.

All provisions of this Easement Agreement, including the benefits and burdens, easements and covenants, are appurtenant to the Grantor Parcel and the Grantee Parcel and shall run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the Parties.

6. NOT A PUBLIC DEDICATION.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Access Easement to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

7. REVISION OF ORIGINAL EASEMENT.

This Easement Agreement constitutes a modification of the Original Easement. In the event of any conflict or inconsistency between the terms of the Original Easement and the terms hereof, the terms of this Easement Agreement shall govern.

8. MODIFICATION.

This Easement Agreement shall not be modified unless expressly agreed to in writing by the owners of the Parcels.

9. HEADINGS.

The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction or meaning of the provisions of this Easement Agreement.

10. RECITALS AND EXHIBITS.

The recitals and exhibits contained herein are incorporated herein as if set forth in full herein. However, in the event of any conflict between such recitals and/or exhibits and the terms and conditions of this Easement Agreement, this Easement Agreement shall control.

11. GOVERNING LAW.

This Easement Agreement shall be governed by the laws of the State of Washington.

12. BINDING EFFECT.

All of the easements, covenants, conditions and declarations contained herein shall be appurtenant to and for the benefit of the Grantee Parcel and shall run with the land.

13. REMEDIES.

In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Easement Agreement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment. The prevailing Party will be that Party which was awarded judgment as a result of trial or arbitration, or which receives a payment of money from the other Party in settlement of claims asserted by that Party.

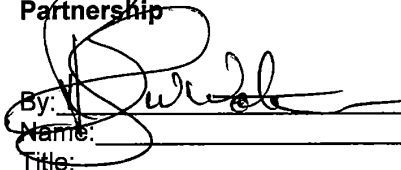
14. RECORDATION This Easement Agreement shall be recorded in the office of the recorder of the county in which the Access Easement is located.

(end of text)

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement as of the day and year first set forth above

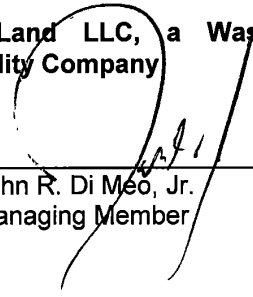
GRANTOR:

Watson Properties, a Washington Limited Partnership

By: 
Name: _____
Title: _____

GRANTEE:

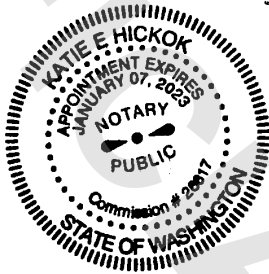
JD Land LLC, a Washington Limited Liability Company

By: 
John R. Di Meo, Jr.
Managing Member

STATE OF WASHINGTON)
) ss.
 County of Skagit)

On this 20th day of September, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley Watson, known or identified to me to be the general partner of Watson Properties, a Washington Limited Partnership, the partnership that executed this instrument and the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

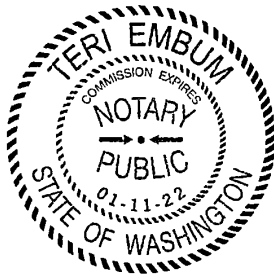


[Signature]
 Notary Public for Washington
 Residing at Millerton
 My Commission expires 1-7-23

STATE OF WASHINGTON)
) ss.
 County of Skagit)

On this 12th day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Di Meo, Jr., known or identified to me to be the Managing Member of JD Land LLC, a Washington Limited Liability Company, the company that executed this instrument and the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
 Notary Public for _____
 Residing at 2401 W. Meadow Blvd, Mount Vernon WA 98223
 My Commission expires 1-11-22

EXHIBIT A**Legal Description of Grantor Parcel**

LOT 2 OF CITY OF MOUNT VERNON SHORT PLAT NO. LU-09-045 APPROVED AUGUST 9, 2012 AND RECORDED AUGUST 14, 2012 AS AUDITOR'S FILE NO. 201208140051, TOGETHER WITH NON-EXCLUSIVE EASEMENTS OVER AN EASTERLY PORTION OF LOT 3 OF SAID SHORT PLAT FOR INGRESS, EGRESS AND UTILITIES AS DELINEATED ON THE FACE OF SAID SHORT PLAT; ALL OF THE ABOVE BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

EXHIBIT B**Legal Description of Grantee Parcel****PARCEL "A":**

The Westerly 320 feet of the Northerly 512.6 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 2, Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of the North $\frac{1}{2}$ of Government Lot 2 of said section, 292 feet East of the Southwest corner of said North $\frac{1}{2}$;
thence North $0^{\circ}34'$ East parallel with the West line of said Lot, 500 feet;
thence North $88^{\circ}55'22''$ East parallel with the South line of said North $\frac{1}{2}$ of Government Lot 2 a distance of 290 feet, more or less, to the Southerly line of the Mount Vernon-Anacortes paved highway right of way;
thence Southeasterly along said right of way line 341.99 feet;
thence South $12^{\circ}45'30''$ West 293.08 feet to the South line of the North $\frac{1}{2}$ of said Government Lot;
thence West to the point of beginning,

EXCEPT that portion thereof lying South of a line running due East from a point 660 feet North of the South $\frac{1}{4}$ section corner of said section.

Lot 6, "MOORES SUBURBAN TRACTS," as per plat recorded in Volume 5 of Plats, page 32, records of Skagit County, Washington.

AND ALSO, a piece of land described as beginning at the Southeast corner of a tract of land conveyed to Leo H. Beckley and Louise L. Beckley, under Skagit County Auditor's File No. 391542; running thence North $12^{\circ}45'30''$ East 293.08 feet to the Southerly line of State road;
thence Southeasterly along said South line of road to the Northwest corner of Lot 6, "MOORES SUBURBAN TRACTS," as per plat recorded in Volume 5 of Plats, page 32;
thence South $28^{\circ}22'20''$ West 269.27 feet to the point of beginning, being a portion of Government Lot 2, Section 19, Township 34 North, Range 4 East, W.M.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

PARCEL "C":

That portion of Government Lot 2, Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of "MOORES SUBURBAN TRACTS," as per plat recorded in Volume 5 of Plats, page 32, records of Skagit County, Washington;
thence West 132 feet, more or less, to a point 660 feet East of the West line of said Lot 2;
thence North 330 feet, more or less, to the South line of the North $\frac{1}{2}$ of said Lot 2;
thence East 132 feet, more or less, to the West line of "MOORES SUBURBAN TRACTS," as per plat recorded in Volume 5 of Plats, page 32, records of Skagit County;
thence South to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.