

**202009240069**09/24/2020 11:20 AM Pages: 1 of 11 Fees: \$113.50
Skagit County Auditor

After Filing Return To:
Gary and Linda Hanson
17958 Cove Lane
Mount Vernon, WA 98274-8126

RECIPROCAL EASEMENT

Grantor(s):	Brian K. Ivie and Debra D. Ivie, a married couple Gary Lawrence Hanson and Linda Sue Hanson, Trustees of the Gary L. Hanson and Linda S. Hanson Living Trust 2006 dated August 9, 2006
Grantee(s):	Gary Lawrence Hanson and Linda Sue Hanson, Trustees of the Gary L. Hanson and Linda S. Hanson Living Trust 2006 dated August 9, 2006 Brian K. Ivie and Debra D. Ivie, a married couple
Abbreviated Legal Description [Full Legal Descriptions refer to Exhibits A and C]:	(0.6000 ac) TAX 27AB N 100 FT OF S 490 FT GOVERNMENT LOT 8, SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., W OF RLY TGW 100 FT WIDE ABND NP RLY R/W LY BTW ELY EXT N & S LINES HEREIN DESC PROP [Ivie Parcel] (0.2000 ac) TAX 27AA N 25FT OF S 390FT OF GOVERNMENT LOT 8, SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., W OF RLY TGW 100 FT WIDE ABND NP RLY R/W LY BTW ELY EXT N & S LINES HEREIN DESC PROP [Ivie Parcel] (1.3800 ac) N 200FT OF S 365FT OF GOVERNMENT LOT 8, SECTION 36, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., W OF NP R/W TGW 100 FT WIDE ABND NP RLY R/W LY BTW ELY EXT N & S LINES HEREIN DESC PROP [Hanson Parcel]
Assessor's Property Tax Parcel Account Number(s):	P29944 & P29945 [Ivie Parcel] P29894 [Hanson Parcel]
Related Documents:	9511210105 [Rock Wall License Agreement] 201808080065 [Restated Rock Wall License Agreement]

This RECIPROCAL EASEMENT ("Reciprocal Easement") is made effective September 18, 2020, by BRIAN K. IVIE AND DEBRA D. IVIE, a married couple ("Ivie") and GARY LAWRENCE HANSON AND LINDA SUE HANSON, TRUSTEES OF THE GARY L. HANSON AND LINDA S. HANSON LIVING TRUST 2006 DATED AUGUST 9, 2006 ("Hanson Trust"). Ivie is the owner of two parcels of property described in Exhibit A as the Ivie

Reciprocal Easement
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ORIGINAL

Parcel ("Ivie Parcel"), which Ivie Parcel is adjacent to and north of a parcel of real property owned by the Hanson Trust which parcel is legally described in Exhibit C as the Hanson Parcel ("Hanson Parcel").

Ivie and Hanson Trust hereby terminate, supersede and replace in their entirety the prior licenses set forth above as "Related Documents" with the easements provided in this Reciprocal Easement.

1. Declaration of Access, Use & Landscaping Easement (Rock Wall). Ivie hereby declares, establishes and grants to Hanson Trust, a non-exclusive easement for the purpose of constructing, maintaining, repairing, replacing, modifying, altering and improving the existing rock retaining wall ("Rock Wall Improvements") which easement is over, along and across that portion of the Ivie Parcel extending approximately, but no more than, eighteen (18) inches into the Ivie Parcel from the approximate, but no further west than, midpoint of the boundary line between the Ivie and Hanson Parcels and further limited to the area from where the western end of the existing rock retaining wall begins and running east along the boundary line between the Ivie and Hanson Parcels to the eastern end of the existing rock retaining wall, as very approximately depicted on Exhibit B ("Rock Wall Easement"). The shaded area of Exhibit B, showing the "Rock Wall Easement" is not to scale and, if read incorrectly, could suggest an easement area extending more than eighteen (18) inches northerly into the Ivie Parcel. Nothing in Exhibit B shall modify the maximum possible northern extent of the Rock Wall Easement, as provided in this Section 1, which limits the maximum possible northern line of the Rock Wall Easement to eighteen (18) inches north of the south line of the Ivie Parcel. Any references to "Setback Easement" or other easements in Exhibit B, should be disregarded and are without any force or effect.

The owner of Hanson Parcel and its agents, contractors, successors, assigns and other persons authorized by the owner of Hanson Parcel shall have the right to enter and use the Rock Wall Easement for the purposes identified in this Reciprocal Easement. The owner of the Hanson Parcel shall have the responsibility, at its sole cost and expense, of constructing, maintaining, repairing, replacing, modifying, altering and improving the Rock Wall Improvements in a reasonably attractive condition, and may, in its sole discretion, cost and expense, make reasonable maintenance, repairs, alterations, modifications and/or improvements to the Rock Wall Improvements to fulfill this obligation.

2. Declaration of Access and Use Easement (Beach Steps). Hanson Trust hereby declares, establishes and grants to Ivie, a non-exclusive easement for the purpose of ingress, egress, constructing, maintaining, repairing, and improving the beach steps over, along and across, the northwestern corner of Hanson Parcel beginning at the easterly point where the Ivie's existing beach steps cross the shared boundary line and extending five (5) feet southwesterly into Hanson Parcel along the alignment of the existing beach steps to the southeastern corner of the existing beach steps then westerly along the alignment of the existing beach steps to the west boundary line of the Hanson Parcel and then north/northwesterly along the west boundary line of the Hanson Parcel to the shared boundary line, as depicted on Exhibit D as Beach Step Easement ("Beach Step Easement").

The owner of the Ivie Parcel and its agents, contractors, successors, assigns and other persons authorized by the owner of Ivie Parcel shall have the right to enter and use the Beach Step Easement for the purpose of access to and from the Ivie Parcel and constructing, maintaining, repairing, replacing, modifying, altering and improving the beach steps, terrain and landscaping (collectively "Beach Step Improvements"). The owner of the Ivie Parcel shall have the responsibility of maintaining, repairing, replacing, altering and improving the Beach Step Improvements in a reasonably attractive condition, and may, in its sole discretion, cost and expense, make reasonable maintenance, repairs, alterations, modifications and/or improvements to the Beach Step Improvements to fulfill this obligation.

3. Maintenance of the Rock Wall and Beach Step Easement(s). The respective Grantees of the Rock Wall and Beach Step Easement(s) shall install, maintain, repair, modify, alter, improve and replace those improvements (a) in accordance with applicable laws, regulations, and permits; (b) in a lien-free, professional and safe manner; (c) at reasonable hours so as not to unduly disrupt the respective Grantors and with due diligence to minimize interference or disturbance of other uses of the burdened property; and (d) in a safe and well-maintained condition at all times. The respective Grantors of the Rock Wall and Beach Step Easement(s) shall provide respective Grantees reasonable access on the respective burdened properties to conduct said work. Except in the case of emergency, any entry to either easement area shall be preceded by at least twenty-four (24) hours written notice to owner of the burdened property of the intent to enter or commence work within the respective easement area. Said notice shall include, if applicable, a description of the work and materials to be used, and duration of work to be performed. Within a reasonable time after completion of any work within the respective easement area, the person(s) performing or causing such work to be performed shall repair any damage to the respective easement area or adjoining areas to substantially the same condition as existed before the work.

4. Indemnification. Each Grantee shall indemnify each Grantor for any loss, damage, claims, fees (including attorney fees), injury or death related to use of or work within the respective easement area of the burdened property, except to the extent such loss, damage, injury or death is due to the negligence or intentional misconduct of the Grantor or an agent, successor, or assign of Grantor, in which case Grantee's indemnity shall be limited to the negligence of the Grantee or its agent, successor, or assign using the easement area or undertaking the work.

5. Mediation/Arbitration. For disputes arising out of this Reciprocal Easement that are not resolved by the parties within ten (10) days after either party gives notice to the other of its desire to mediate the dispute, the parties shall submit the question to mediation before JDR, LLC, Seattle, Washington, which mediation shall be confidential, undertaken in good faith by the parties, but non-binding. Costs and fees of the mediator shall be shared equally by parties entering mediation. Mediation shall be held within sixty (60) days after a request for mediation in writing. In the event JDR, LLC, Seattle, Washington, is unable or unwilling to act as the mediator, the mediator shall be appointed by the Presiding Judge of the Skagit County Superior Court. Each party shall bear its costs and attorney's fees related to the mediation. If the parties

are unable to resolve their dispute via mediation, as provided above, all unresolved matters shall be fully and finally resolved in a confidential binding Arbitration as follows:

- (a) The Arbitrator shall be selected pursuant to this Section, but shall not be the Mediator;
- (b) The Arbitrator's costs and fees shall be paid equally by the parties entering into Arbitration;
- (c) The Arbitrator shall enter a discovery order, which order shall allow each party reasonable discovery regarding all matters at issue in accordance with Washington State Superior Court Civil Rules 26 through 37;
- (d) Arbitration shall be conducted in offices of the Arbitrator, or the office of the successor arbitrator, as the case may be, at a mutually convenient time, no later than sixty days following the conclusion of the Mediation and the Arbitrator may issue subpoenas for attendance in accordance with RCW 7.04.110;
- (e) The decision of the Arbitrator shall be final, binding and enforceable in accordance with RCW Chapter 7.04; and the prevailing party shall be entitled to recover from the other its actual reasonable attorneys' fees incurred therein and costs of arbitration, including any fees and costs advanced for payment of the arbitrator as provided herein.

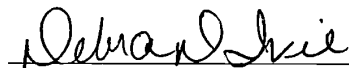
5. Preparation. Galvin Realty Law Group ("GRLG") prepared this Reciprocal Easement as scrivener at the request of Hanson. The parties acknowledge that GRLG does not represent either Hanson or Ivie in this matter and both parties are advised to seek independent legal counsel prior to signing this easement. The parties further acknowledge that each shall pay its own independent attorney fees arising from or related to independent review of this easement.

6. Successors and Assigns. The benefits and burdens of the easements herein are binding upon and inure to the benefit of the parties hereto, and the successors and assigns of each, and shall run as covenants with the land.


7. General. This Reciprocal Easement shall be governed by the laws of the State of Washington. This Reciprocal Easement shall not be modified, amended, or terminated except by written instrument mutually executed by the parties. This Reciprocal Easement supercedes and replaces any other prior written or oral understanding or agreements that may exist between the parties regarding access, use, landscaping or otherwise in the Rock Wall or Beach Step Easement(s) areas.

IN WITNESS WHEREOF, this Reciprocal Easement was executed effective on the date first above written.

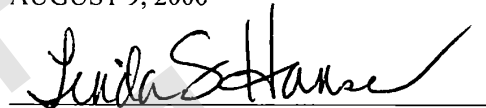
Signatures to follow on next page.

IVIE PARCEL
BRIAN K. IVIE**IVIE PARCEL**
DEBRA D. IVIE**HANSON PARCEL**

GARY LAWRENCE HANSON AND
LINDA SUE HANSON, TRUSTEES OF
THE GARY L. HANSON AND LINDA S.
HANSON LIVING TRUST 2006 DATED
AUGUST 9, 2006


By: GARY L. HANSON
Its: Trustee**HANSON PARCEL**

GARY LAWRENCE HANSON AND
LINDA SUE HANSON, TRUSTEES OF
THE GARY L. HANSON AND LINDA S.
HANSON LIVING TRUST 2006 DATED
AUGUST 9, 2006

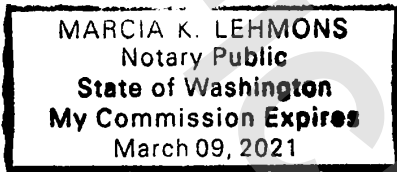

By: LINDA S. HANSON
Its: Trustee

- Exhibit A: Legal Description of Ivie Parcel
Exhibit B: Map of Rock Wall Easement
Exhibit C: Legal Description of Hanson Parcel
Exhibit D: Map of Beach Step Easement

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 18 day of September, 2020, before me, a Notary Public in and for the State of Washington, personally appeared BRIAN K. IVIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed the instrument; and that said instrument was the authorized and free and voluntary act and deed for the uses and purposes therein mentioned.

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

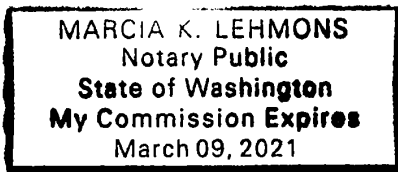


Marcia K. Lehmons
 Print Name Marcia K. Lehmons
 NOTARY PUBLIC in and for the State of Washington,
 residing at Bothell, WA
 My appointment expires 03-09-2021

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 18 day of September, 2020, before me, a Notary Public in and for the State of Washington, personally appeared DEBRA D. IVIE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed the instrument; and that said instrument was the authorized and free and voluntary act and deed for the uses and purposes therein mentioned.

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

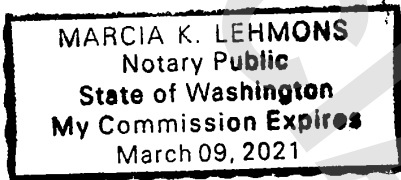


Marcia K. Lehmons
 Print Name Marcia K. Lehmons
 NOTARY PUBLIC in and for the State of Washington,
 residing at Bothell, WA
 My appointment expires 03-09-2021

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 18 day of September, 2020, before me, a Notary Public in and for the State of Washington, personally appeared GARY L. HANSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed the instrument; on oath stated that he was authorized to execute this instrument as the TRUSTEE of GARY LAWRENCE HANSON AND LINDA SUE HANSON, TRUSTEES OF THE GARY L. HANSON AND LINDA S. HANSON LIVING TRUST 2006 DATED AUGUST 9, 2006; and that said instrument was the authorized and free and voluntary act and deed of said trust for the uses and purposes therein mentioned.

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

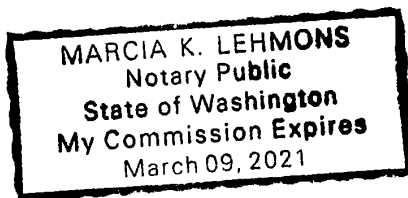


Marcia K. Lehmons
 Print Name Marcia K. Lehmons
 NOTARY PUBLIC in and for the State of Washington,
 residing at Bothell, WA
 My appointment expires 03-09-2021

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 18 day of September, 2020, before me, a Notary Public in and for the State of Washington, personally appeared LINDA S. HANSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed the instrument; on oath stated that she was authorized to execute this instrument as the TRUSTEE of GARY LAWRENCE HANSON AND LINDA SUE HANSON, TRUSTEES OF THE GARY L. HANSON AND LINDA S. HANSON LIVING TRUST 2006 DATED AUGUST 9, 2006; and that said instrument was the authorized and free and voluntary act and deed of said trust for the uses and purposes therein mentioned.

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



Marcia K. Lehmons
 Print Name Marcia K. Lehmons
 NOTARY PUBLIC in and for the State of Washington,
 residing at Bothell, WA
 My appointment expires 03-09-2021

EXHIBIT A
LEGAL DESCRIPTION OF IVIE PARCEL

For APN/Parcel ID(s): P29944 / 340436-0-067-0004; P29945 / 340436-0-068-0003

PARCEL A:

That portion of Government Lot 8, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 365 feet North of the South line of Government Lot 8 on the West marginal line of the Northern Pacific railroad right of way;
Thence West to the shore of Big Lake;
Thence Northerly along the shore of Big Lake to a point 390 feet North of the South line of Government Lot 8;
Thence East parallel to the South line of Government Lot 8 to the West line of the Northern Pacific Railroad Right of way;
Thence Southerly along said right of way to the point of beginning.

TOGETHER WITH that portion of the 100 foot wide former railroad right-of-way known as the Northern Pacific Railroad lying between the Easterly extensions of both the North and South lines of the herein above described main tract, EXCEPT any portion thereof lying within the existing as built right-of-way of State Highway 9.

PARCEL B:

That portion of Government Lot 8, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Westerly line of the Northern Pacific Railway Company's right-of-way, through said Government Lot 8, 390.0 feet North of the South line of said Government Lot 8; thence West parallel to the South line of Government Lot 8 to the shore of Big Lake; thence Northwesterly along the shore of Big Lake to a point 490.0 feet North of the South line of Government Lot 8 produced Westerly; thence East parallel to the South line of Government Lot 8 to the said Westerly right-of-way line of the Northern Pacific Railway; thence Southeasterly along said Northern Pacific Railway Company's right-of-way line 100 feet, more or less, to the point of beginning.

TOGETHER WITH that portion of the 100 foot wide former railroad right-of-way known as the Northern Pacific Railroad line between the Easterly extensions of both the North and South lines of the herein above described main tract, EXCEPT any portion thereof lying within the existing as built right-of-way of State Highway 9.

Situated in Skagit County, Washington.

EXHIBIT B

MAP OF ROCK WALL EASEMENT

Drawing approximated.

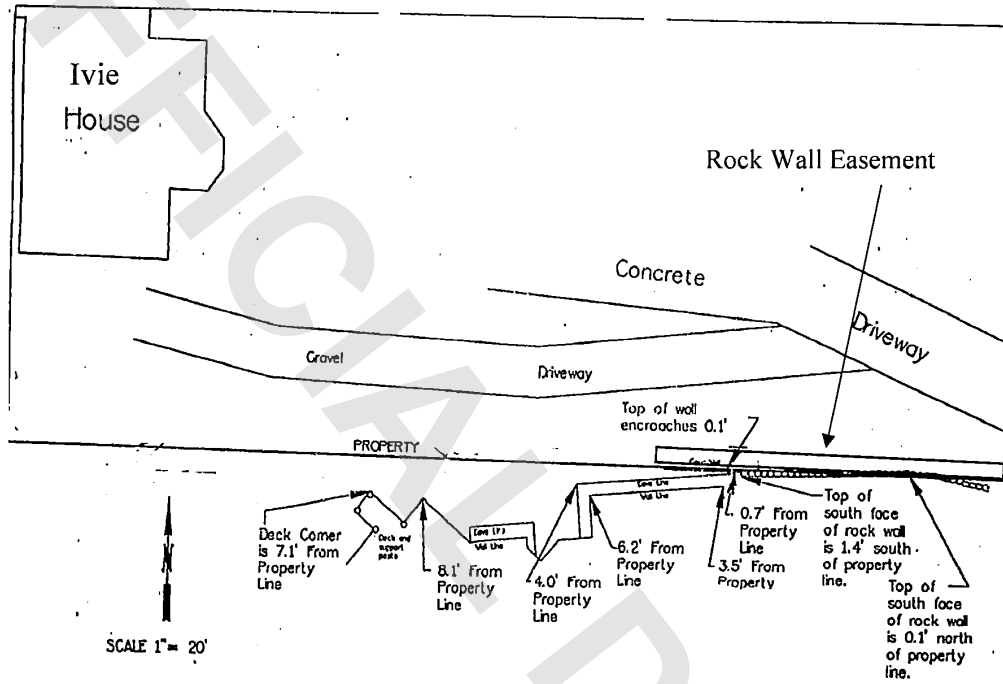


EXHIBIT C**LEGAL DESCRIPTION OF HANSON PARCEL**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL A:

That portion of Government Lot 8 of Section 36, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the tract conveyed to Nels Anderson by deed dated November 2, 1916 and recorded January 24, 1917 in Volume 103 of Deeds, page 234, records of Skagit County, Washington, said point being 165 feet North of the South line of said Government Lot 8 (measured at right angles) and on the East line of Big Lake;
Thence directly North 200 feet to the point of beginning;
Thence due East to the Westerly boundary line of the Northern Pacific Railway Company right of way;
Thence in a Southeasterly direction along the said South boundary line of the Northern Pacific Railway Company right of way to the Northeasterly corner of the tract of land conveyed to said Nels Anderson, and recorded in said Volume 103 of Deeds, page 234;
Thence West to Big Lake;
Thence along the shores of Big Lake to a point directly West of the point of beginning;
Thence due East to the point of beginning.

PARCEL B:

That portion of the 100 foot width railroad right of way known as the Northern Pacific Railroad, in the Southeast Quarter of Section 36, Township 34 North, Range 4 East of the Willamette Meridian, lying between the Easterly extensions of both the North and South lines of that certain tract conveyed to Gary L. Hanson, et ux, by deed recorded May 31, 1989, under Auditor's File No. 8905310040, records of Skagit County, Washington;

EXCEPT that portion thereof, if any, lying within the existing, as built right of way of State Highway 9.

ALL Situated in Skagit County, Washington.

EXHIBIT D
MAP OF BEACH STEP EASEMENT

Drawing approximated.

