

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 09/28/2020

EASEMENT FOR ROADWAY AND UTILITIES

GNW 20-6481

GRANTORS:

Plats Plus, Inc.

Lake 16, LLC

Cascade Highlands at Lake 16 HOA

GRANTEES:

8ADD, LLC

The Skagit Valley Family YMCA, a Washington Public
Benefit Corporation

LEGAL DESCRIPTION

A non-exclusive 50-foot wide easement for ingress,
egress and utilities over, across and under portions of
Lots 18, 19, 20, and 21 and Tract A as delineated on
the "Plat of Cascade Highlands-Phase1 and 3-PL96-
0058" recorded as Skagit County Auditor's File No.
201904190032

ASSESSOR'S PROPERTY

TAX NOS.

P134703, P134704, P134705, P134706, P134724

P16629, and P16639

no monetary consideration

/ / /

EASEMENT:

This agreement is made this 30 day of July, 2020, by and between Plats Plus, Inc., a Washington Corporation; Lake 16, LLC, a Washington Limited Liability Company; and Cascade Highlands at Lake 16 HOA, a Washington Nonprofit Corporation (each individually, a "Grantor" and collectively, "Grantors"); and 8ADD, LLC, a Washington Limited Liability Company; and The Skagit Valley Family YMCA, a Washington public benefit corporation (each individually, a "Grantee" and collectively, "Grantees").

A. Easement. The Grantors hereby grant to the Grantees non-exclusive 50-foot wide easement for ingress, egress and utilities over, across and under portions of Lots 18, 19, 20, and 21 and Tract A as delineated as "Scout Camp Lane" on the "Plat of Cascade Highlands-Phase1 and 3-PL96-0058" recorded as Skagit County Auditor's File No. 201904190032. Such easement shall benefit the property owned by 8ADD, LLC, in Government Lot 1 of Section 15, Township 33 North, Range 4 East, WM. and the property owned by the YMCA in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and in Government Lot 2 of said Section 15.

B. Unlimited Access. The easement granted hereunder is not limited in any way in respect to the rights of the public to enter upon the Grantee's property, should the Grantees hereafter determine that the same should be established. Nothing contained in this agreement, however, shall establish a grant of rights in the public at this time, but rather the same shall be vested with the Grantees and subject to their control in respect to access to each Grantee's respective properties.

C. Service Access. The Grantees shall have the right to install and access service vaults for all utilities which Grantees may place within the easement area in order to access conduits and valves which may be required for grantees utilities. Grantees, further, shall have the right to install conduits within the easement area in order to connect these service vaults to existing utility connections and as may be necessary to allow for future installation of utility service for the benefit of the property described in Exhibit "B."

D. Unimpeded Access. The Grantees shall have full and unimpeded access to their property across any roadway established in the easement area and no gate or other device shall be installed within the road area to limit access to the property of the Grantees, unless the same shall be accomplished with the consent of the Grantees.

E. Consideration. The consideration for this agreement is the Grantee's release and extinguishment of all prior easements which benefit the property of the Grantees and burden the property of the Grantors, including an easement benefitting the Skagit Valley Family YMCA recorded October 4, 1960 as AFN 599460.

F. Cost of Construction and Maintenance. Each Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of any improvements installed by or upon the request of that Grantee. To this end, each Grantee shall not allow any lien to come against the property of the Grantors for any purpose permitted by Chapter 60.04 RCW or similar replacement statute.

G. Compliance with Law. Grantors and Grantees shall at all times exercise their rights and responsibilities in accordance with the requirements of (and as from time to time amended) all applicable statutes, orders, rules and regulations of any public authority having jurisdiction over the subject property.

H. No Liens or Encumbrances Permitted. Grantees shall keep the Grantors' property free and clear of all liens, charges, and other monetary encumbrances arising out of Grantees' use of the easement area.

I. Restoration. Grantees shall diligently and without unreasonable interruption complete in a safe and workmanlike manner all construction and maintenance work within the easement area. After accessing the easement area pursuant to the terms herein, Grantees shall restore the surface of the easement area to a condition as good as or better than its condition prior to entry. Grantees shall exercise best efforts not to damage any private improvements within the easement area, but if damage occurs, shall repair and/or replace said improvements at Grantees' sole expense.

J. Indemnification. Grantees agree to indemnify, defend, and hold Grantors and their respective officers, agents, and employees harmless from and against all liability, loss, costs, damages, fees, and expenses (including attorneys' fees) for and against any and all claims, causes of action, or damages for or on account of any act or omission by Grantees, their licensees, or invitees resulting from use of the easement area pursuant to the terms herein. Grantees expressly and specifically agree that this indemnification shall be without limitation.

K. Attorneys' Fees. In case suit or action is commenced by any party or their successors or assigns regarding this easement, the substantially prevailing party shall be entitled to an award of attorneys' fees in such sum as the court may adjudge reasonable in addition to other available relief.
