

Return Address:

George Akers
5654 NE Windermere Rd.
Seattle, WA 98105-2840

Reciprocal Access Easement Agreement**Reference Number(s) of related document(s):** N/A**Grantor:** McCarthy Sinclair LLC
Akers-Risse Sinclair LLCREVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 08/18/2021**Grantee:** Akers-Risse Sinclair LLC
McCarthy Sinclair LLC**Legal Description (abbreviated):** Ptns of NW ¼ of the NE ¼ and SW ¼ of the NE ¼ of Section 16, Twn 46 N, Range 1 East, W.M. (McCarthy); PTN GOVT LOT 1-2, SECT 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M. (Akers)

Full legal(s) on Exhibits A-B.

Assessor's Tax Parcel ID Number: 46419 / 360116-0-004-0005, 46421 / 360115-0-006-0003 (McCarthy); 46422 / 360116-0-006-0102, 46420 / 360116-0-005-0004 (Akers)

This Reciprocal Access Easement Agreement is dated as of August 13, 2021, and is by and between McCarthy Sinclair LLC, a Washington limited liability company ("McCarthy") and Akers-Risse Sinclair LLC, a Washington limited liability company ("Akers").

1. Property and Ownership.

1.1. McCarthy owns real property commonly known as P46419 and P46421, Skagit County, WA and legally described on attached **Exhibit A** ("McCarthy Property").

{4193/151/02541500-5}

1.2. Akers owns real property commonly known as P46420 and P46422, Skagit County, WA and legally described on attached **Exhibit B** ("Akers Property").

2. **Background.** The McCarthy Property is southeasterly adjacent to the Akers Property. A staircase and pathway from the beach and serving both the McCarthy Property and the Akers Property is located on either or both of the Akers Property and the McCarthy Property. The pathway forks at a point, with one fork serving the Akers Property and the other fork serving the McCarthy Property. The staircase, pathway, and both forks are collectively referred to herein as the "Walkway". McCarthy and Akers desire to clarify the permanent rights to the Walkway. The purpose and scope of allowed use of the Walkway shall be pedestrian access from and to the beach for the benefit of both parties.

3. **Maintenance and Repair of the Walkway.** If the Walkway is damaged and in need of repair, the costs of the replacement are to be shared equally between both the owners of the McCarthy Property and the Akers Property; provided however costs of maintaining the fork of the Walkway serving an owner's respective residence, shall be the responsibility of the that owner.

4. **Grant of Easement; Scope.** McCarthy and Akers hereby convey and grant to the other, together with their successors and assigns and tenants, a perpetual reciprocal access easement over the Walkway over their respective Property for the benefit of the others' Property. Each owner reserves the right to use the Walkway for any and all purposes which do not materially prevent the other's use of the Walkway for the purposes stated herein and are not otherwise inconsistent with the rights herein contained.

5. **Indemnification.** McCarthy hereto agrees, for itself and its successors and assigns, to defend, indemnify and hold harmless Akers from and against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with its use of the Walkway. Akers hereto agrees, for itself and its successors and assigns, to defend, indemnify and hold harmless McCarthy from and against all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with its use of the Walkway.

6. **Covenant Running with the Land.** This Agreement and all the covenants and easements herein shall run with the land and be binding on and inure to the benefit of all future owners of the McCarthy Property and the Akers Property. At such time as a party no longer has an interest in its property, it shall be released and discharged from any obligations under this Agreement accruing thereafter.

7. General Provisions.

7.1. **Severability.** The invalidity of any provision of this instrument, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

7.2. **Incorporation of Prior Agreement; Amendments.** This instrument contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

7.3. **Jurisdiction.** In the event of litigation, the parties hereto agree to submit to the jurisdiction of the courts of the State of Washington, with venue in the Skagit Superior Court.

7.4. **Attorneys Fees.** If a party to this instrument brings an action, including an arbitration, to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorneys fees and expenses, including any fee payable to the arbitrator or on account of any arbitration, to be paid by the losing party as fixed by the court or arbitrator as the case may be.

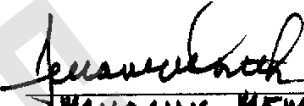
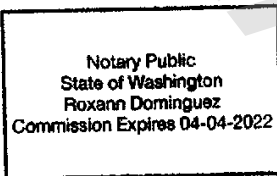
7.5. **Waiver.** This Agreement supersedes any and all claims to possessory or easement rights which Akers may have with respect to the McCarthy Property and Akers hereby waives any claims to the use or possession of the McCarthy Property except as expressly set forth in this Agreement. This Agreement supersedes any and all claims to possessory or easement rights which McCarthy may have with respect to the Akers Property and McCarthy hereby waives any claims to the use or possession of the Akers Property except as expressly set forth in this Agreement.

7.6. **No Dedication to the Public.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public uses whatsoever other than those specifically granted herein, it being the intention of the parties hereto that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

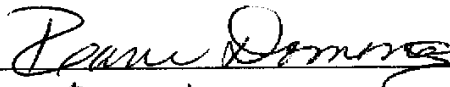
7.7. **No Merger.** Notwithstanding any present or future common ownership of the Property, the easement granted herein shall be effective and shall continue to be effective and shall not be deemed to merge with fee title.

MCCARTHY:

McCarthy Sinclair LLC

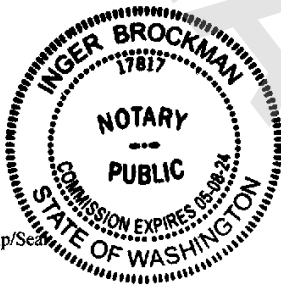
By:
Its:
MANAGING MEMBERSTATE OF WASHINGTON)
COUNTY OF KING) ss.This record was acknowledged before me on AUGUST 2, 2021 by
TERRANCE MCCARTHY MANAGING MEMBER of McCarthy Sinclair LLC.

Notarial Stamp/Seal


Name: ROXANN DOMINGUEZ
NOTARY PUBLIC, State of Washington
My appointment expires 4/4/2022

AKERS:

Akers-Risse Sinclair LLC

By: George W. Akers
Its: MANAGERSTATE OF WASHINGTON)
COUNTY OF KING) ss.This record was acknowledged before me on AUGUST 13, 2021 by
GEORGE W. AKERS as MANAGER of Akers-Risse Sinclair LLC.

Notarial Stamp/Seal

Inger Brockman
Name: INGER BROCKMAN
NOTARY PUBLIC, State of Washington
My appointment expires 5/8/2024

Exhibit A**Legal Description of McCARTHY Property****Tax Parcel No. P46419 and P46421**

Skagit County Washington property described as follows:

A portion of that portion of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16, Township 36 N., Range 1 E.W.M. commonly known as Government Lot 1 of Section 16; and that portion of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16, Township 36 N., Range 1 E.W.M. commonly known as that portion of Government Lot #2, Section 16 west of E. line of Lot 1 above if said E. line of Lot 1 above is projected south; all lying in Section 16 above, described as follows: Commencing at a point approximately 485' southerly of the N. line of Section 16 above on the E. line of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16 above, at which point the center line of Jackson Road running diagonally across the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of Section 9, Township 36 N., Range 1 E.W.M. at an angle of N. $56^{\circ}33'10''$ W., if projected, would intersect said E. line of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16 above. Thence N. $56^{\circ}33'10''$ W. 400 feet, thence at a 90° right angle to said diagonal above, in a southwesterly direction to the point of ordinary high tide, thence in a southeasterly direction along the ordinary high tide line to the E. line of the S.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16 above, thence northerly along the E. line of the S.W. $\frac{1}{4}$ and the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 16 above to the point of beginning.

All of the above less the northwesterly portion laying northwesterly of a line 300' southwesterly of and parallel to the northwesterly boundary.

Exhibit B**Legal Description of AKERS Property****Parcel 1 (Tax Parcel No. P46420):**

THE FOLLOWING DESCRIBED TRACT, LESS THAT PORTION LYING SOUTHEASTERLY OF A LINE 200 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY BOUNDARY:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M., (COMMONLY KNOWN AS GOVERNMENT LOT 1), WHICH POINT IS 485 FEET MORE OR LESS SOUTH OF THE NORTH LINE OF SAID SECTION 16. (SAID POINT BEING MORE PARTICULARLY DESCRIBED AS THE POINT AT WHICH THE CENTER LINE OF JACKSON ROAD, WHICH RUNS DIAGONALLY ACROSS THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M., AT AN ANGLE OF NORTH $56^{\circ}33'10''$ WEST WOULD, IF PROJECTED, INTERSECT WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.; THENCE NORTH $56^{\circ}33'10''$ WEST 400 FEET; THENCE AT A RIGHT ANGLE TO SAID DIAGONAL LINE IN A SOUTHWESTERLY DIRECTION TO THE LINE OF ORDINARY HIGH TIDE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE LINE OF ORDINARY HIGH TIDE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, (COMMONLY KNOWN AS THAT PORTION OF GOVERNMENT LOT 2 OF SAID SECTION 16 LYING WEST OF THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION PROJECTED SOUTH); THENCE NORTHERLY ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE POINT OF BEGINNING.

Parcel 2 (Tax Parcel No. 46422):

THE FOLLOWING DESCRIBED TRACT, LESS THAT PORTION LYING SOUTHEASTERLY OF A LINE 300 FEET SOUTHEASTERLY OF AND PARALLEL TO THE NORTHWESTERLY BOUNDARY AND LESS THAT PORTION LYING NORTHWESTERLY OF A LINE 200 FEET SOUTHEASTERLY OF AND PARALLEL TO SAID NORTHWESTERLY BOUNDARY:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M., (COMMONLY KNOWN AS GOVERNMENT LOT 1), WHICH POINT IS 485 FEET MORE OR LESS SOUTH OF THE NORTH LINE OF SAID SECTION 16. (SAID POINT BEING MORE PARTICULARLY DESCRIBED AS THE POINT AT WHICH THE CENTER LINE OF JACKSON ROAD, WHICH RUNS DIAGONALLY ACROSS THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M., AT AN ANGLE OF NORTH 56°33'10" WEST WOULD, IF PROJECTED, INTERSECT WITH THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 1 EAST, W.M.; THENCE NORTH 56°33'10" WEST 400 FEET; THENCE AT A RIGHT ANGLE TO SAID DIAGONAL LINE IN A SOUTHWESTERLY DIRECTION TO THE LINE OF ORDINARY HIGH TIDE; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE LINE OF ORDINARY HIGH TIDE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, (COMMONLY KNOWN AS THAT PORTION OF GOVERNMENT LOT 2 OF SAID SECTION 16 LYING WEST OF THE EAST LINE OF GOVERNMENT LOT 1 OF SAID SECTION PROJECTED SOUTH); THENCE NORTHERLY ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO THE POINT OF BEGINNING.