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EASEMENT OR RIGHT-OF-WAY FOR ACCESS TO PROPERTY

FOR AN IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Chris Freitas** ("Grantor") hereby grants and conveys to **Ray Finegan**, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the property described on the attached Exhibit "A", hereto and incorporated herein by reference ("Property").
P78693 Lot 8 Replat of First Add Big Lake Waterfront Tr.

1. Grant. The easement granted hereby shall be for ingress and egress to, from, upon and over the Property described to provide access to other property owned by Grantee. Within the easement boundaries or right of way access; said incorporated area will be utilized solely for maintaining the current viewing corridor of the waterfall from Grantees place of residence and for the walking path to the base of the waterfall.

2. The Grantee may continue to use and maintain a permanent already constructed walkway/small road on the Property leading to the lower level of the hill at the base of the current waterfall area which Grantee has been utilizing with permission from previous owner since March of 1999 and which was constructed two years prior to that.

This easement will also allow the continued use of the already permanently constructed power line/cable; which runs to the inside of Grantees residence. This is for the purpose of providing a flood light for night viewing of the waterfall during the fall, winter and spring months when there is water flow over the area. The easement will also allow for the continued maintance and use of the small 20x20 viewing platform area at the base of the above mentioned small road waterfall viewing area.

3. Failure to Improve. If the Grantee or its successors or assigns should fail to construct or maintain the permanent pathway or road allowing access to Grantee's property within 6 months from the date hereof, all right, title and interest in and to the Easement described herein shall immediately revert to the Grantor, its successors or assigns.

4. No Interference. Grantor shall not interfere with the Grantee's construction of or maintance of said Permanent viewing corridor/pathway or access road within the Easement. This would include water runoff and drainage control; tree trimming or removal, as well as weed clearing or planting of flowers and use of pathway gravel to make access safe and reliable for year around use.

5. Termination. This Easement shall endure or be passed on to any new or upcoming owners of current Grantors property and can only be terminated with a mutual agreement by an instrument executed for such purpose and signed by the involved parties.

6. Amendment. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

7. This Easement shall be binding upon and inure to the benefit of the parties

successors and assigns, heirs, beneficiaries and personal representatives.

8. Governing. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

SIGNED on this the 14 day of AUGUST 2009.

GRANTOR

Chris Freitas

GRANTEE

Ray Finegan

STATE OF Washington

COUNTY OF Snohomish

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th day of August, 2009, within my jurisdiction, the within named Chris Freitas, **Grantor**, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

Eroca Olanger
NOTARY PUBLIC

ERICA OLANGER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-9-10

My Commission Expires: 2/09/2010

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

P 0 6 2

STATE OF Washington
COUNTY OF Snohomish

Personally appeared before me, the undersigned authority in and for the said County and State, on this 19th day of August, 2009, within my jurisdiction, the within named Ray Finegan, **Grantee**, who acknowledged that he executed, signed and delivered the above and foregoing instrument on the date there provided.

Eroca Olanger
NOTARY PUBLIC

ERICA OLANGER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-9-10

My Commission Expires: 2/09/2010

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Attached Exhibit "A"

The previously described **floating easement** shall run; - South/ SE for 200 feet from the Southernmost property line of the Grantees' property line of lot **P78693** as described in the **Replat of first Addition Big Lake Waterfront Tracts;** Along the already described and permanently established road/trail - due South of Grantees residence. Than running approximately 125 feet due East and then back North/NE approximately 200 - feet back to the southernmost property line of lot **P78693** and then due West to origin of beginning.

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