

**202307050057**07/05/2023 03:01 PM Pages: 1 of 19 Fees: \$221.50
Skagit County Auditor

After Recording Please Return To:
SHELTER BAY COMPANY
1000 Shoshone Drive
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 05 2023

**SHELTER BAY
ASSIGNMENT OF SUBLEASE** By *[Signature]*
Amount Paid \$ *[Signature]*
Skagit Co. Treasurer
Deputy

KNOW ALL MEN BY THESE PRESENTS THAT:

THERESE M. HARRINGTON, an unmarried person

Lessee(s) of a certain sublease dated the 15th day of August, 1974 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 22nd day of August, 1986 in accordance with Short Form Sublease No. 149 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8608220053, Volume 663, Pages 232-233, hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable consideration paid for assignment of said sublease, receipt of which is hereby acknowledged by

THERESE M. HARRINGTON, an unmarried person

Assignor(s), whose address is: 149 Swinomish Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **THERESE M. HARRINGTON and REBECCA G. PHIFER, as Tenants in Common with Right of Survivorship**

Assignee(s), whose address is: 149 Swinomish Drive, La Conner, WA 98257

The within indenture of Sublease, and all right, title and interest now owned or hereafter acquired, of said Assignor(s), in said Sublease including any buildings and appurtenances thereto, and also all estate, right, title, term of years yet to come, claim and demand whatsoever of, in to or out of the same, to have and to hold the said estate and right, title and interest of the Lessee(s) as a member of Shelter Bay Community, Inc., a Non-profit Washington corporation in accordance with and subject to the Articles of Incorporation and By-Laws and rules and regulations of Shelter Bay Community, Inc. As a part of the consideration the Assignee(s) assumes and agrees to pay the annual lease payments provided for in said sublease and the maintenance fees and assessments, if any, of Shelter Bay Community, Inc. from time to time as they become due. **The next annual sublease payment payable to Shelter Bay Company, in the amount of \$1,228.00 is due and payable on the 1st day of June, 2024.**

PRIOR ASSIGNMENT of Sublease from: Milton R. Walter and Sue M. Walter to Thomas A. Sigmond and Teresa A. Sigmond, under Auditor's File # 201504300167. Thomas A. Sigmond and Teresa A. Sigmond to Therese M. Harrington under Auditor's File No. 202305100053

THE REAL ESTATE described in said lease is as follows:

P129018

Lot #149, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2 Tribal and Allotted Lands of Swinomish Indian Reservations," as recorded March 17, 1970, in Volume 43 of official Records, Pages 833 through 838, records of Skagit County, Washington.

Together with the following described parcel:

COMMENCING AT A POINT OF BEGINNING, WHICH IS THE POINT WHERE THE COMMON BOUNDARY LINE OF EACH LOT AND TRACT L ABOVE-STATED MEET AND JOIN ONE ANOTHER AND INTERSECT A POINT ON THE COMMON BOUNDARY LINE THAT RUNS BETWEEN AND SEPARATES EACH LOT ONE FROM THE OTHER; THENCE FROM SAID POINT OF BEGINNING A DISTANCE OF TEN (10) FEET ALONG THE COMMON BOUNDARY LINE THAT SEPARATES EACH LOT FROM THE OTHER AND AWAY FROM TRACT L; THENCE FROM SAID POINT ALONG A LINE LOCATED ON EACH LOT THAT IS PERPENDICULAR TO THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND THAT MEETS, INTERSECTS AND JOINS TWO LINES, A LINE ON EACH LOT THAT IS LOCATED ON EACH LOT A DISTANCE OF FIVE FEET RUNNING PARALLEL TO AND ADJACENT FROM THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND A DISTANCE OF TEN FEET BETWEEN AND RUNNING PARALLEL TO ONE ANOTHER ON EACH LOT TO THE COMMON BOUNDARY LINE OF EACH LOT WITH TRACT L; THENCE ALONG EACH OF SAID PARALLEL LINES ON EACH OF SAID LOTS TOWARD TRACT L AND TO POINTS OF SEPARATE INTERSECTION WHERE EACH OF SAID PARALLEL LINES MEETS AND JOIN THE COMMON BOUNDARY OF TRACT L WITH EACH OF SAID LOTS; THENCE FROM SAID POINTS OF INTERSECTION ON EACH OF SAID LOTS WITH THE COMMON BOUNDARY LINE OF TRACT L WITH EACH OF SAID

LOTS ALONG EACH OF SAID COMMON BOUNDARY LINES TO THE POINT OF BEGINNING; ALL OF SAID LOTS AND BOUNDARY LINES AND POINTS OF INTERSECTION ARE MADE IN REFERENCE TO AND/OR ARE DESCRIBED IN THE SURVEY OF SHELTER BAY, DIVISION #2, ABOVE-STATED.

COMMENCING AT TWO POINTS OF BEGINNING, WHICH ARE THE POINTS WHERE THE TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 5° 30' 00" E) ON EACH OF THE LOTS ABOVE-DESCRIBED, RUN PARALLEL TO AND ADJACENT WITH THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER, A DISTANCE OF FIVE FEET FROM SAID COMMON LOT LINE AND A DISTANCE OF TEN (10) FEET PARALLEL TO AND FROM ONE ANOTHER TO THE INTERSECTIONS OF EACH LINE WITH THE BOUNDARY LINES SEPARATING EACH LOT FROM TRACT L; THENCE FROM EACH OF SAID TWO POINTS OF BEGINNING ALONG TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 50° 30' 00" E) EXTENDED PARALLEL ONE TO THE OTHER TO A POINT ON EACH LINE WHICH MAY BE CONNECTED BY A LINE PERPENDICULAR TO EACH AND WHERE ONE OF SAID POINTS IS AT THE MEANDERING LINE OF THE MEAN HIGHER HIGH WATER LINE OF THE TIDAL WATERS ON TRACT L AND WHERE SAID LINE DRAWN PERPENDICULAR WOULD LIE ENTIRELY BEYOND THE MEANDERING LINE OF MEAN HIGH WATER ON TRACT L; THENCE CONTINUING ON EACH OF SAID PARALLEL LINES EXTENDED A DISTANCE OF EIGHTY-FIVE (85) FEET ON TRACT L TO TWO POINTS OF TERMINATION; THENCE FROM SAID TWO POINTS OF TERMINATION, ONE ON EACH OF SAID LINES, ALONG A LINE CONNECTING AND PERPENDICULAR TO EACH OF SAID PARALLEL LINES.

Subject to easement of record.

Situate in the County of Skagit, State of Washington.

P129018

S3402360032

Geo ID: 5100-002-149-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 5 day of JULY, 2023.

Assignor(s):

Therese M. Harrington,
By Rebecca G. Phifer POA
THERESE M. HARRINGTON,
by Rebecca G. Phifer POA

Assignee(s):

Therese M. Harrington,
By Rebecca G. Phifer POA
THERESE M. HARRINGTON
by Rebecca G. Phifer POA

Rebecca G. Phifer
REBECCA G. PHIFER

STATE OF Washington)
) SS.
COUNTY OF Skagit)

On this 5th day of July, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
REBECCA G. PHIFER

I CERTIFY that I know or have satisfactory evidence **Rebecca G. Phifer** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument and has **Power of Attorney for Theresa M. Harrington**, to be the free and voluntary act of such party for the uses and purposes mentioned in this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



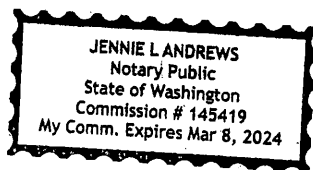
Jennie L. Andrews
Notary Public in and for the State of
Washington
Jennie L. Andrews
Residing at Island County
My Commission Expires 03/08/2024

STATE OF Washington)
) SS.
COUNTY OF Skagit)

On this 5th day of July, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
REBECCA G. PHIFER

to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Jennie L. Andrews
Notary Public in and for the State of
Washington
Residing at Island County
My Commission Expires 03/08/2024
Jennie L. Andrews

CONSENT OF LESSOR

SHELTER BAY COMPANY, Seller in the above described Sublease, does hereby consent to the above assignment of the aforesaid Sublease, subject to payments being made from time to time by the Assignee(s) hereof in accordance with said sublease to cover purchase of sublease, annual lease payments and maintenance fees and assessments for Shelter Bay Community, Inc. as they become due. This consent does not relieve the Assignor(s) from the obligation to make said payments in the event the Assignee(s) does not make said payment, and by this consent Shelter Bay Company does hereby consent to the assignment of membership in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Date: 7/5/23



SHELTER BAY COMPANY

William R. Palmer
William R. Palmer, Manager

RECEIVED

SEP 26 1974

Osberg Construction Co., Seattle

Easement # D148-149
1 Party Agreement
Shelter Bay Division #2

AGREEMENT FOR DOCK EASEMENT

This Agreement, made this 1st day of September, 1974, executed in triplicate between SHELTER BAY COMPANY, a Washington corporation, known herein as the FIRST PARTY, and Milton R. Walter (Husband) and Sue M. Walter (Wife), known herein as the SECOND PARTY, each party in behalf of itself, themselves individually and/or a marital community, and all parties in interest to the real property hereinafter described subsequently deriving an interest in said real estate from either of the parties, Witnesseth:

Whereas, the FIRST PARTY, is the owner of a leasehold estate as Lessee of a master lease of the real property owned by the Swinomish Indian Tribe et al, of which the lots and tract herein described are included under that certain Business Lease No. 5020, Contract No.14-20-0500-2949, approved by the Department of Interior, United States, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon, filed therewith on August 16, 1968, 122-264 Branch of Realty, Titles & Records Section, which lease was recorded on the 8th day of April, 1969, in the official records of Skagit County, Washington, under Auditor's File No. 725143, Volume 29, pages 319 to 399 inclusive, and Supplement and Amendment of Business Lease dated the 11th day of February, 1969, Swinomish Reservation, approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon and filed therewith on the 22nd day of April, 1969, 122-267 Branch of Realty, Titles & Records Section and recorded in the official records of Skagit County, Washington, under Auditor's File No. 726476, Volume 31, Pages 1 to 30 inclusive;

Whereas, the FIRST PARTY, owns the leasehold possessory estate in ~~xxxxxx~~ Tract L, of Shelter Bay Division #2, as recorded June 27, 1969, Skagit County Auditor File No. 728258, Volume 33, Pages 32 thru 37, of Official Records, and located in Skagit County, Washington;

Whereas, the FIRST PARTY, subleased the leasehold possessory estate to the SECOND PARTY in Lot 148 & 149 of Shelter Bay Division #2, above-stated, in accordance with a Subleases ^{Nos. 148 & 149} ~~NO.~~ , dated the 15th day of August, 1974, and said leasehold possessory estate owned by the SECOND PARTY adjoins the leasehold possessory estate of the FIRST PARTY in ~~Lot 148 & 149~~ and Tract L above-described.

I

EASEMENT, OWNERSHIP AND TERM

Now Therefore, the FIRST PARTY and the SECOND PARTY, in consideration of the mutual promises and covenants herein contained do hereby declare, transfer and convey a mutual easement for the reciprocal benefit, ownership, use and enjoyment thereof only of owners of the leasehold possessory estate in Lots 148 and 149 (hereinafter referred to as "lot" or "lots" without designation of number or description.) and all subsequent assignees, sublessees and/or transferees in interest of the ownership of the leasehold possessory estate in said lots. The parties for themselves and all subsequent assignees, sublessees and/or transferees in interest of the leasehold possessory estate in the lots and Tract L do hereby burden said estates with said easement, which shall be subject thereto and run with said ownerships until June 30, 2044, inclusive subject to the covenants, terms and conditions hereof and of the Master Lease and Amendment thereto between SHELTER BAY COMPANY and the SWINOMISH INDIAN TRIBE, et al., first recited herein. The easement herein made shall run over, upon and under that portion of each lot and Tract L described as follows:

LOT EASEMENTS

A portion of each of the Lots 148 and 149 in accordance with a Survey of Shelter Bay Division #2, above-stated are subject to the mutual easement herein made and described as follows:

COMMENCING AT A POINT OF BEGINNING, WHICH IS THE POINT WHERE THE COMMON BOUNDARY LINE OF EACH LOT AND TRACT L ABOVE-STATED MEET AND JOIN ONE ANOTHER AND INTERSECT A POINT ON THE COMMON BOUNDARY LINE THAT RUNS BETWEEN AND SEPARATES EACH LOT ONE FROM THE OTHER; THENCE FROM SAID POINT OF BEGINNING A DISTANCE OF TEN (10) FEET ALONG THE COMMON BOUNDARY LINE THAT SEPARATES EACH LOT FROM THE OTHER AND AWAY FROM TRACT L; THENCE FROM SAID POINT ALONG A LINE LOCATED ON EACH LOT THAT IS PERPENDICULAR TO THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND THAT MEETS, INTERSECTS AND JOINS TWO LINES, A LINE ON EACH LOT THAT IS LOCATED ON EACH LOT A DISTANCE OF FIVE FEET RUNNING PARALLEL TO AND ADJACENT FROM THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND A DISTANCE OF TEN FEET BETWEEN AND RUNNING PARALLEL TO ONE ANOTHER ON EACH LOT TO THE COMMON BOUNDARY LINE OF EACH LOT WITH TRACT L; THENCE ALONG EACH OF SAID PARALLEL LINES ON EACH OF SAID LOTS TOWARD TRACT L AND TO POINTS OF SEPARATE INTERSECTION WHERE EACH OF SAID PARALLEL LINES MEETS AND JOIN THE COMMON BOUNDARY OF TRACT L WITH EACH OF SAID LOTS; THENCE FROM SAID POINTS OF INTERSECTION ON EACH OF SAID LOTS WITH THE COMMON BOUNDARY LINE OF TRACT L WITH EACH OF SAID LOTS ALONG EACH OF SAID COMMON BOUNDARY LINES TO THE POINT OF BEGINNING; ALL OF SAID LOTS AND BOUNDARY LINES AND POINTS OF INTERSECTION ARE MADE IN REFERENCE TO AND/OR ARE DESCRIBED IN THE SURVEY OF SHELTER BAY, DIVISION #2 ABOVE-STATED.

TRACT L EASEMENT

A portion of Tract L in accordance with a Survey of Shelter Bay Division No. 2, above-stated are subject to the mutual easement herein made and described as follows:

COMMENCING AT TWO POINTS OF BEGINNING, WHICH ARE THE POINTS WHERE THE TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE $S 5^{\circ} 30' 00'' E$) ON EACH OF THE LOTS ABOVE-DESCRIBED, RUN PARALLEL TO AND ADJACENT WITH THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER, A DISTANCE OF FIVE FEET FROM SAID COMMON LOT LINE AND A DISTANCE OF TEN (10) FEET PARALLEL TO AND FROM ONE ANOTHER TO THE INTERSECTIONS OF EACH LINE WITH THE BOUNDARY LINES SEPARATING EACH LOT FROM TRACT L; THENCE FROM EACH OF SAID TWO POINTS OF BEGINNING ALONG TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE $S 5^{\circ} 30' 00'' E$) EXTENDED PARALLEL ONE TO THE OTHER TO A POINT ON EACH LINE WHICH MAY BE CONNECTED BY A LINE PERPENDICULAR TO EACH AND WHERE ONE OF SAID POINTS IS AT THE MEANDERING LINE OF THE MEAN HIGHER HIGH WATER LINE OF THE TIDAL WATERS ON TRACT L AND WHERE SAID LINE DRAWN PERPENDICULAR WOULD LIE ENTIRELY BEYOND THE MEANDERING LINE OF MEAN HIGHER HIGH WATER ON TRACT L; THENCE CONTINUING ON EACH OF SAID PARALLEL LINES EXTENDED A DISTANCE OF EIGHTY-FIVE (85) FEET ON TRACT L TO TWO POINTS OF TERMINATION; THENCE FROM SAID TWO POINTS OF TERMINATION, ONE ON EACH OF SAID LINES, ALONG A LINE CONNECTING AND PERPENDICULAR TO EACH OF SAID PARALLEL LINES.

II

PURPOSE, OWNERSHIP, MAINTENANCE AND USE

Each of the parties hereby covenant one with the other that the purpose, ownership, maintenance and use of the easement is and shall be as follows and subject to the terms and conditions hereinafter stated:

1. Purpose. In the event that improvements including an approach, landing, pilings, ramp and pier and/or utilities including light and water have been constructed and installed on the easement land, the purpose of the easement is for the mutual use, enjoyment, and exclusive ownership of each of the owners of a leasehold possessory estate in the lots above-stated, subject to and in accordance with the covenants, terms and conditions hereinafter stated.

In the event that improvements including an approach, landing, pilings, ramp and pier have not been constructed and installed, the easement is also for the construction and installation by the FIRST PARTY only of an approach, landing, pilings, ramp and pier for the exclusive ownership, use and enjoyment of each of the owners of a leasehold possessory estate in the Lots above-stated. The FIRST PARTY is hereby granted the sole and exclusive right to construct and install on the land subject to easement said facilities in accordance with a permit secured by the FIRST PARTY from the United States, Department of Army, Corps of Engineers, on August 15, 1972, Permit No. 071-OYB-1 000818, said construction and installation to be completed and performed in accordance with a contract for construction and installation between the parties of even date with this agreement.

Either or both of the owners of the leasehold possessory interest in the lots have the right to construct and install on the easement land and improvements electric power and/or water at their individual or joint expense and for their individual or joint use and enjoyment, provided that said construction and installation if made individually is upon only that portion of improvements nearest

to the lot, which it benefits and in any event prior to said improvements being made, written consent is received from the FIRST PARTY approving the plan for construction and installation thereof and that the work is performed and the material installed is in accordance with reasonable standards for protection of health and safety to persons and property.

2. Ownership. Upon the construction and installation of said facilities by the FIRST PARTY, all improvements for the approach, landing, ramp, pilings and float shall be deemed to be annexed to the portion of land on which the easement is located and the beneficial ownership of the easement and all of said improvements shall run with the land and belong as tenants in common of a one-half undivided interest in the entire estate thereof to each owner of the leasehold possessory estate in each lot and shall burden that ownership in each lot and Tract L. If the interest in one lot is owned by more than one individual or entity, the collective ownership thereof shall be entitled to only one-half of the entire beneficial estate in said easement and improvements. Said ownership shall not be physically apportioned or divided during the term of the easement and shall not be either sold, transferred, assigned, or conveyed separate and apart from the ownership of the leasehold possessory in the lot to which it benefits.

3. Removal, Maintenance and Repair. Each of the parties jointly and severally covenant one to the other not to remove any of the improvements placed upon the easement land without the written permission of all parties owning a leasehold possessory interest in the lots stated herein. Each of the owners of the leasehold possessory interest in the lots, jointly and severally, covenant and agree with one another and with the FIRST PARTY to at all times maintain, repair, and replace all improvements to the easement facilities including the approach, landing, pilings, ramp and float at their own equal expense, during the period of their ownership or in the event said ownership is transferred until an assignee or transferee in interest of the leasehold ownership in the lot or lots has assumed the covenants and obligations of this agreement in accordance with this agreement. The standard of maintenance, repair and replacement shall at all times require that the improvements are kept in a safe condition for the use of persons and property hereinafter stated and in an appearance maintained and repaired in accordance with a standard of ordinary and reasonable care. At any time replacement is required for any cause due to age or destruction of any part or all of the improvements, and/or once each year annually, after the first year of this easement has run, either of the owners of the leasehold possessory interest in a lot may notify the other owner of the leasehold possessory in the adjoining lot of the improvements to be replaced due to age or destruction and/or of the maintenance and repair required after the first year and each succeeding year thereafter together with a written bid from any third independent party itemizing the material and labor to be performed. Said notice and bid shall be deposited in an envelope in the U.S. mail with return address and postmarked to the last known address of the adjoining lot owner as maintained in the records of Shelter Bay Maintenance Company. Said adjoining lot owner mailed said notice and bid shall have 15 days from

the date of said postmark to notify said lot owner by mailing notice in an envelope postmarked to the return address of the lot owner having mailed said notice of his disapproval of either the amount of said bid or the need for replacement, maintenance or repair. In the event that said notice is not mailed as directed disapproving either the amount of said bid or the need for replacement and/or maintenance and repair, then the lot owner having mailed said notice and bid may proceed at any time after the expiration of the 15 days to accept the bid and order the material installed and labor performed by the third independent party making said bid and shall be entitled to payment and reimbursement from the party having been mailed said notice and bid in one-half the amount thereof and said party shall be obligated to any and all costs including reasonable attorneys fees for the collection or enforcement of said obligation.

In the event that said party receiving said notice of either the material to be replaced or the itemization of maintenance and repair to be done as above-stated, notifies the lot owner mailing said notice and bid of his disapproval as above-stated, then the lot owner having mailed said notice and bid may upon receipt of said notice apply for a statement from either SHELTER BAY COMPANY or SHELTER BAY MAINTENANCE COMPANY, Architectural Control Committee, confirming the need for said replacement and/or maintenance and repair and the reasonableness of the bid obtained from a third independent party and if said statement is obtained and a party who has disapproved said notice and bid is mailed said statement, the parties agree that said statement shall be binding and final in arbitration of the matter contained in said statement and the party having received said notice, bid and statement shall be obligated to pay one-half of the amount of the materials furnished and the work performed in accordance with said statement together with any and all costs including reasonable attorneys fees for the collection and enforcement of said obligation.

One year after the improvements are installed by the

FIRST PARTY, the FIRST PARTY may at any time notify in writing both of the owners of the leasehold possessory interest in the lots of the need to maintain, repair or replace any of the improvements to either the piling, ramp and/or float extending into the tidal waters covering Tract L due to cause other than construction of said improvements or any fault of the FIRST PARTY and which constitute a possible hazard to any persons or property of others using Tract L. Said notice shall be postmarked and mailed to each owner addressed to his last known address as set forth in the records of Shelter Bay Maintenance Company. In the event that more than 15 days have expired after the notices have been postmarked and mailed and neither of said parties have notified the FIRST PARTY of their intention to maintain, repair or replace said items, and the date to be undertaken as soon after as reasonable time will allow in consideration of the hazards involved, the FIRST PARTY is and shall be entitled to make said repairs and replacements at a reasonable cost and expense without further notice and each of the owners of the leasehold possessory interest in the lots is and shall be obligated to pay one-half each for the costs therein incurred together with any costs and reasonable attorneys fees for the collection and enforcement thereof.

Each of the owners of the possessory interest of the leasehold estate in the lots and as beneficial owners of the easement and improvements, jointly and severally obligate themselves to hold harmless the FIRST PARTY from any and all claims and/or liability arising out of the use and/or ownership of easement and improvements for bodily injury or property damage to the owners and any and all third parties, and to pay the costs of expense and reasonable attorneys fees in the defense thereof.

III

TRANSFER OF OWNERSHIP

No owner of the beneficial interest in the easements and improvements herein stated shall be released from the obligations or covenants contained in this agreement during the duration of this easement without having first upon any assignment, transfer, or conveyance to any OTHER PARTY having obtained a substitution and assumption of said obligation and covenants in this easement agreement by said OTHER PARTY and a transfer of the leasehold interest in the lot to which the beneficial interest is coupled. All of the parties to this agreement hereby consent to said substitution and transfer, provided the leasehold interest in the lot is transferred to the same OTHER PARTY, and the FIRST PARTY and the owner of the leasehold possessory interest in the adjoining lot have received written notice thereof of said transfer and a copy of the signed agreement assuming said obligations and covenants by the new owner in form completed as follows:

We the owners of a leasehold possessory interest in Lot 148+149 (Lot transferred), hereby assume any and all obligations and covenants contained in an "Agreement For Dock Easement" as an owner of said lot set forth in said agreement dated the 5 day of JULY RSP TMH by RSP POA, 2023, and acknowledge having received a copy of the agreement.

Dated this 5 day of JULY, 2023.

RSP TMH by RSP POA
Theresa M. Harrington,
By Rebecca M. Phifer POA
(husband) owner

RSP TMH by RSP
POA
Rebecca M. Phifer
(wife) owner

IV

USE AND ENJOYMENT

The owners of the leasehold possessory interest of each of the lots described herein and their invited guests have the rights to use the facilities constructed or to be constructed on the land in the following manner and subject to the following covenants, terms and conditions, which shall run with the land and shall be binding upon the owners thereof and it shall be the obligations of the owners to enforce against any of their invited guests:

1. Passage Ways. The owners and invited guests shall have the right in common to ingress and egress for free and open pedestrian passage to the entire approach, platform, landing and ramp at all times and each lot owner covenants one to the other neither to obstruct the use thereof by the placement of any goods, articles or barriers of any kind, nor to use or permit invited guests to use said approach, landing and ramp in any way to interfere with the pedestrian passage of traffic to and from the landing approach, over and across the landing and ramp and to and from the float and ramp.

2. Float, Horizontal Surface. The owners and invited guests shall have the right at all times in common to use the entire horizontal surface of the float for the embarkation and landing of boats and vessels and for the transportation of passengers, goods and articles to and from said floats that are reasonable and necessary for the use and enjoyment of the float. Each covenants one to the other to neither obstruct the use of the float by the placement of any goods, articles or barriers of any kind on the float, nor to use or permit invited guests to use any of the horizontal surface of the float in any way to interfere with the use and enjoyment of the float above-stated.

3. Float, Vertical Surfaces, Landing and Moorage. Each owner of a possessory interest in a lot and their invited guests shall be entitled at all times to the exclusive use and enjoyment for recreational activity, embarkation, land and/or moorage of boats and vessels of the length of the side of the float nearest to the possessory interest in the lot owned. Each owner covenants one with the other not to use or permit invited guests to use the further side of the float from the lot in which the owner has a leasehold estate for either the embarkation or landing of any boat or vessel without the permission of the adjacent owner entitled to the exclusive use thereof. Neither of the owners shall use or permit their invited guests to use either end of the float for the embarkation, landing and/or moorage of any boat or vessel. Neither of the owners shall use or permit their invited guests to use the float for either the take-off and/or landing of water skiing. The owners shall not use or permit invited guests to use the float to embark, land and/or moor a vessel in width and/or length that shall block the ingress or egress by either the other owner or owners of adjacent floats and their invited guests in landing, embarkation and/or moorage of boats and vessels to and from their respective side of floats to which they are entitled.

V

MISCELLANEOUS PROVISIONS

1. Taxes. Without admitting or declaring that any taxes may be assessed by any local, county or federal authority, each lot owner covenants with the FIRST PARTY to pay any taxes that are legally assessable against either the land and improvements or the possessory interest therein of the easement property. Each lot owner shall be obligated to pay his respective share of said taxes assessed.

In Witness Whereof, the parties have signed their signatures as of the date first above-written.

SECOND PARTY

X Milton R. Walter (Husband)
Milton R. Walter
X Sue M. Walter (Wife)
Sue M. Walter

THIRD PARTY

(Husband)

(Wife)

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

-13-

State of Washington)
County of Skagit) ss.

On this day personally appeared before me Milton R. Walter
& Sue M. Walter to me known to be the individuals described in
and who executed the within and foregoing instrument, and acknow-
ledged that they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of
September, 1974, 1972.

M. R. Walter
NOTARY PUBLIC in and for the
State of Washington, Residing
at Watson.

~~State of Washington)~~
~~County of King) ss.~~

~~On this day personally appeared before me _____~~
~~_____ to me known to be the individuals described in~~
~~and who executed the within and foregoing instrument, and acknow-~~
~~ledged that _____ signed the same as their free and voluntary~~
~~act and deed, for the uses and purposes therein mentioned.~~

~~GIVEN under my hand and official seal this _____ day of~~
~~_____, 1972.~~

~~NOTARY PUBLIC in and for the~~
~~State of Washington, Residing~~
~~at _____.~~

REPRESENTATIVE ACKNOWLEDGMENT

State/Commonwealth of Washington } ss.
 County of Skagit

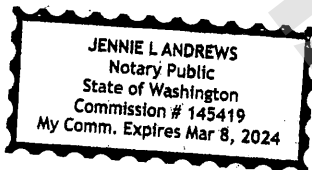
This instrument was acknowledged before me on

July 5, 2023
 Month Day Year

by Rebecca G. Phifer
 Name of Signer

as Power of Attorney
 Type of Authority, e.g., Officer, Trustee, etc.

of Theresa M. Harrington
 Name of Party on Behalf of Whom
 Instrument Was Executed



[Signature]
 Signature of Notary Public

Notary Public — State of Washington

My commission expires: 03/08/2024

Jennie L. Andrews

Resides in: Island County

Any Other Required Information
 (Printed Name of Notary, Residence)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states.
 Completing this information can deter alteration of the document or fraudulent reattachment
 of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement for Dock Easement

Document Date: 07/05/2023 Number of Pages: 14

Signer(s) Other Than Named Above: _____

WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT (RCW 42.44.100)

State of Washington

County of

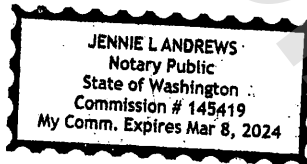
Skagit

} ss.

I certify that I know or have satisfactory evidence that Rebecca G. Phifer

Name of Signer

is the person who appeared before me, and said
 person acknowledged that he/she signed this
 instrument and acknowledged it to be his/her free
 and voluntary act for the uses and purposes
 mentioned in the instrument.

Dated: 07/05/2023

Month/Day/Year

Signature of Notarizing Officer

Jennie L. AndrewsNotary Public

Title (Such as "Notary Public")

Iz for wts stateResides in Island County

My appointment expires

03/08/2024

Month/Day/Year of Appointment Expiration

Place Notary Seal Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to
 persons relying on the document and could prevent fraudulent removal and
 reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Agreement For Dock EasementDocument Date: 07/05/2023 Number of Pages: 14

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here