



200702060085

Skagit County Auditor

2/6/2007 Page

1 of

9 12:00PM

INGRESS, EGRESS, PARKING AND MAINTENANCE AGREEMENT

The PARTIES, HIE Burlington LLC, A Washington limited liability company, as Owner of Parcel B as depicted in Exhibit A and legally described in Exhibit B-1 hereto attached, Daniel R. Mitzel and Patricia R. Burklund, husband and wife as a undivided 50% interest, and in Donald G. DeBode and Patricia J. DeBode, Trustees of the Donald G. DeBode and Patricia J. DeBode Revocable Living Trust date August 16, 1994, as Owner of Parcel A as depicted in Exhibit A and legally described in Exhibit B-2 hereto attached and Dan R. Mitzel and Patricia R. Burklund, Owner of Parcel C as depicted in Exhibit A and legally described in Exhibit B-3 hereto attached for and in consideration of the mutual benefits of this Agreement herein agree to the following:

BACKGROUD INFORMATION

The Parties hereto have been mutually using the ingress, egress, utilities and parking as common areas illustrated in Exhibit A to this Agreement since the date of the construction of the Holiday Inn Express Hotel & Suites (the Hotel property) and the building located at 1043 Goldenrod Road in 1999. The Parties desire to formalize the verbal agreement that has existed since 1999 by entering into this agreement that will provide for a mutual **INGRESS, EGRESS, PARKING, UTILITIES AND MAINTENANCE**. Therefore the Parties herein agree to the following:

- 1.) The Parties herein agree that they are herein establishing a mutually beneficial easement for ingress, egress and parking over the properties whose legal descriptions are herein attached as **Exhibits B-1, B-2 and B-3** to this Agreement and graphically illustrated in Exhibit A as Parcels A, B and C.
- 2.) The Parties herein agree to establish areas within the easement areas as illustrated in Exhibit A hereto attached that provide for areas of cross utilization of parking by customers, guests and employees that shall not interfere in any material way with any of the Parties primary parking needs.

The Hotel's parking needs are primarily during the hours of 6:00 pm and 8:00 am and as such the use of the common area parking located between Parcels, A, B and C as illustrated in Exhibit A shall be the area where mutually beneficial parking shall occur.

The retail building that will be constructed on Parcel A shall have the right to restrict the parking on parking stalls, located directly adjacent to the Parcel A building, for the exclusive use of the customers of the business located within the Parcel A building during normal business hours. This restriction shall include the right to install customer only signs for the purpose of enforcing this provision of this Agreement.

The Building located on Parcel C has both retail and office uses that have peak parking requirements that differ from the peak parking requirements of the Hotel and coincide with the parking requirements of the building that will be located on Parcel B. The Party who owns the Parcel C building herein agrees to enforce a prohibition against any parking adjacent to the Parcel A building as a result of use by the customers or employees of any Tenant that is located within the Parcel C building.

P112022

SEC. 6 TWP. 34 R 4

- 3.) The Parties herein agree to the right of mutual ingress and egress over and across the existing driveways and parking lot areas of their respective parcels as they exist as of the date of this recording of this Agreement and as may be modified in the future. No Party to this Agreement shall permit any changes to the functionality of exiting ingress, egress, utility facilities or parking without the written approval of the other Parties to this Agreement that are effected by any proposed change.
- 4.) The Parties herein agree to each pay 1/3 of the costs of maintaining the common parking, ingress, egress and storm water drainage facilities as depicted in Exhibit A hereto attached. This maintenance shall include but not be limited to the cost of sweeping, paint stripping, sealing and repaving of all areas contained in the common ingress, egress and parking areas as illustrated in Exhibit A and the maintenance of all storm drainage facilities including catch basins and pipes within the Common area as depicted in Exhibit A and to each pay 1/3 of the cost of maintaining the commonly used storm water treatment swale. Each Party will be responsible for its own landscaping maintenance on each of the Parcels. The owner of Parcel C shall be designated as the Party to this Agreement who shall make the determination as to when maintenance and or repaving shall occur and shall also coordinate and manage the maintenance of the common areas including any pavement sealing, replacement of paving or stripping and maintenance of storm water facilities. The Parcel C Owner shall inform the other Parcel owners as to their share of the costs and shall bill the other parcel Owners for their share of the cost after all planned work has been completed. In the event that any parcel Owner does not pay it's share of the costs within 45 days from the date of the billing for said costs, then the Parcel Owner or Owner's that incurred the cost and billed the cost to the other Parcel Owner or Owners shall have the right to file a lien against any non-paying Parcel owner, and to foreclose on said lien as provided for by Washington State law.
- 5.) There presently exists a pylon sign that is located at the northeast corner of the Parcel A that benefits both parcels A and B. The Owners of Parcel A and B herein agree to share the cost of the maintenance and operation of said pylon sign in direct relationship to the percentage of sign face area that is placed on the sign pylon. Presently the only sign located on the pylon is the Holiday Inn Express Hotel & Suites sign. As long as the Parcel B owners are the only Parcel owner with a sign on the pylon, then the Parcel B owner will be responsible for 100% of the cost of operating and maintaining the pylon sign.

In the event that the location of the pylon sign must move as a result of any City of Burlington public works project or any Washington State Department of Transportation (WSDOT) project, then the Parcel A and B owners agree to cooperate in any way required to effect the moving of the pylon sign. It is the intent of the Parties that the City of Burlington or WSDOT shall pay for the cost of relocating the existing pylon sign if the relocation is required as a part of any City of Burlington public works project or a WSDOT road improvement project.



200702060085
Skagit County Auditor

- 6.) In the event that any Parcel Owner incurs legal costs as a result of the enforcement of any provision of this Agreement then the prevailing party shall have the right to recover its attorney's fees and court costs from the non-prevailing Party.

Parcel A Owners

Dan R. Mitzel 2/4/07
Dan R. Mitzel Date

Patricia R. Burklund 1/31/07
Patricia R. Burklund Date

Donald G. DeBode TR 1/31/07
Donald G. DeBode as Trustee for the Date
DeBode Revocable Living Trust

Patricia J. DeBode TR 1/31/07
Patricia J. DeBode as Trustee for the Date
DeBode Revocable Living Trust

Parcel B Owners

Dan R. Mitzel 1/31/07
Dan R. Mitzel Date

Patricia R. Burklund 1/31/07
Patricia R. Burklund Date

Donald DeBode TR 1/31/07
Donald DeBode as Trustee for the Date
DeBode Family Trust

Patricia DeBode TR 1/31/07
Patricia DeBode as Trustee for the Date
DeBode Family Trust

Parcel C Owners

Dan R. Mitzel 2/4/07
Dan R. Mitzel Date

Patricia R. Burklund 1/31/07
Patricia R. Burklund Date



200702060085
Skagit County Auditor

2/6/2007 Page

3 of

9 12:00PM

Notary Attachment

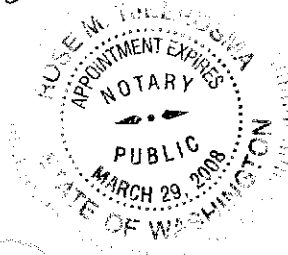
State of Washington))
)) ss
County of Skagit))

On this day before me, the undersigned Notary public, personally appeared **Dan R Mitzel & Patricia R Burklund**, (Owners of Parcel A, B & C) personally know to me or proved to me on the basis of satisfactory evidence to be the individuals described in , and acknowledged that they signed the Ingress, Egress Parking & Maintenance Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of January, 2007.

By Rose M. Trencher Residing at Burlington

Notary Public in and for the State of Washington
My commission expires 3/29/08



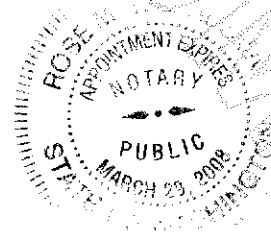
State of Washington))
)) ss
County of Skagit))

On this day before me, the undersigned Notary public, personally appeared **Donald DeBode & Patricia DeBode**, (Owners of Parcel A, B & C) personally know to me or proved to me on the basis of satisfactory evidence to be the individuals described in , and acknowledged that they signed the Ingress, Egress Parking & Maintenance Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31 day of January, 2007.

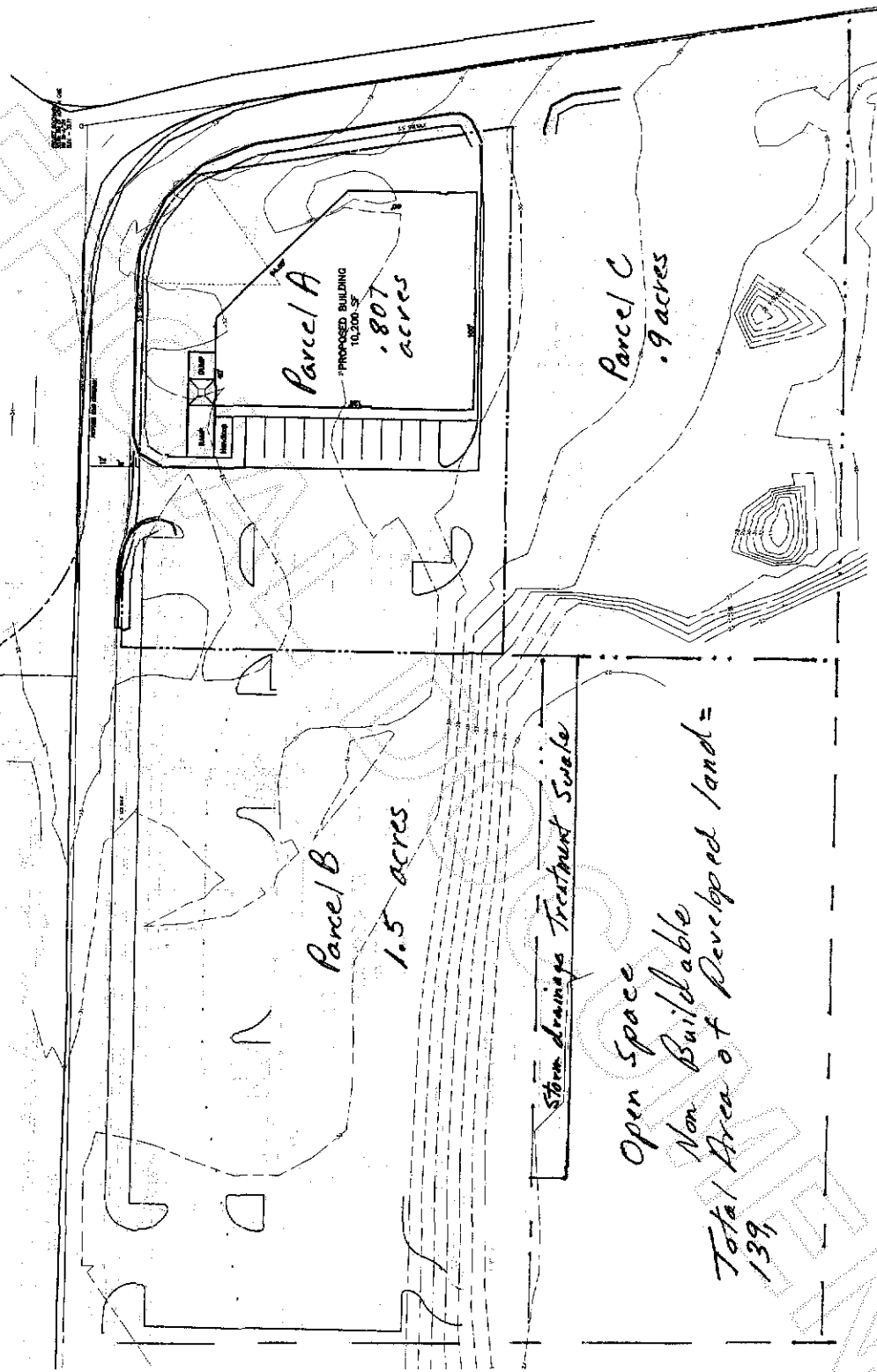
By Rose M. Trencher Residing at Burlington

Notary Public in and for the State of Washington
My commission expires 3/29/08



200702060085
Skagit County Auditor

Exhibit A



200702060085
Skagit County Auditor

EXHIBIT B-3

DK12) LOT 4 SHORT PLAT BURL-4-94 RECORDED UNDER AF#9505240069 IN VOLUME 11 PAGE 204 AND 205 SHORT PLATS, BEING A PORTION OF NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST. EXCEPT THAT PORTION OF LOT 4 SHORT PLAT BURL-4-94 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 239.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 00' 42" WEST, A DISTANCE OF 181.20 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 88 DEGREES 54' 58" WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 315.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 0 DEGREES 01' 24" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 63.45 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE THE FOLLOWING COURSES ALONG THE SOUTH LINES OF LOT 1 AND LOT 2 OF SAID SHORT PLAT; THENCE SOUTH 82 DEGREES 24' 41" EAST, A DISTANCE OF 7.40 FEET; THENCE NORTH 85 DEGREES 47' 46" EAST, A DISTANCE OF 78.55 FEET; THENCE NORTH 18 DEGREES 39' 46" EAST, A DISTANCE OF 49.90 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE OF 138.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 1 DEGREE 00' 42" EAST, A DISTANCE OF 63.52 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE OF 37.61 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF LOT 4 SHORT PLAT BURL-4-94 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 239.06 FEET; THENCE SOUTH 1 DEGREE 00' 42" WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST PARALLEL TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 243.63 FEET TO THE WEST RIGHT-OF-WAY LINE OF GOLDENROD ROAD AS SHOWN ON SAID SHORT PLAT; THENCE NORTH 8 DEGREES 36' 09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 27.38 FEET, MORE OR LESS TO THE POINT OF BEGINNING.



200702060085

Skagit County Auditor

EXHIBIT B-1
LEGAL DESCRIPTION

DK12) INCLUDING 2003 REDMAN SILVERTON 57X27 SERIAL NUMBER 11829102 LOTS 1 AND LOT 2 OF SHORT PLAT BURL-4-94 AND ALSO TOGETHER WITH THAT PORTION OF LOT 3 SHORT PLAT OF BURL-4-94, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 239.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 00' 42" EAST, A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ANDIS ROAD, AS SHOWN ON SAID SHORT PLAT; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF ANDIS ROAD, A DISTANCE OF 37.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 1 DEGREE 00' 42" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES 59' 18" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 37.61 FEET TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION OF LOT 4 OF SHORT PLAT BURL-4-94 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 239.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1 DEGREES 00' 42" WEST, A DISTANCE OF 181.20 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 88 DEGREES 54' 58" WEST, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 315.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 0 DEGREES 01' 24" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 63.45 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE THE FOLLOWING COURSES ALONG THE SOUTH LINES OF LOT 1 AND LOT 2 OF SAID SHORT PLAT; THENCE SOUTH 82 DEGREES 24' 41" EAST, A DISTANCE OF 7.40 FEET; THENCE NORTH 85 DEGREES 47' 46" EAST, A DISTANCE OF 78.55 FEET; THENCE NORTH 18 DEGREES 39' 46" EAST, A DISTANCE OF 49.90 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE OF 40.28 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE OF 138.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 1 DEGREE 00' 42" EAST, A DISTANCE OF 63.52 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT; THENCE SOUTH 88 DEGREES 59' 18" EAST, A DISTANCE 37.61 FEET TO THE TRUE POINT OF BEGINNING. BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST.



200702060085

Skagit County Auditor

2/6/2007 Page

7 of

9 12:00PM

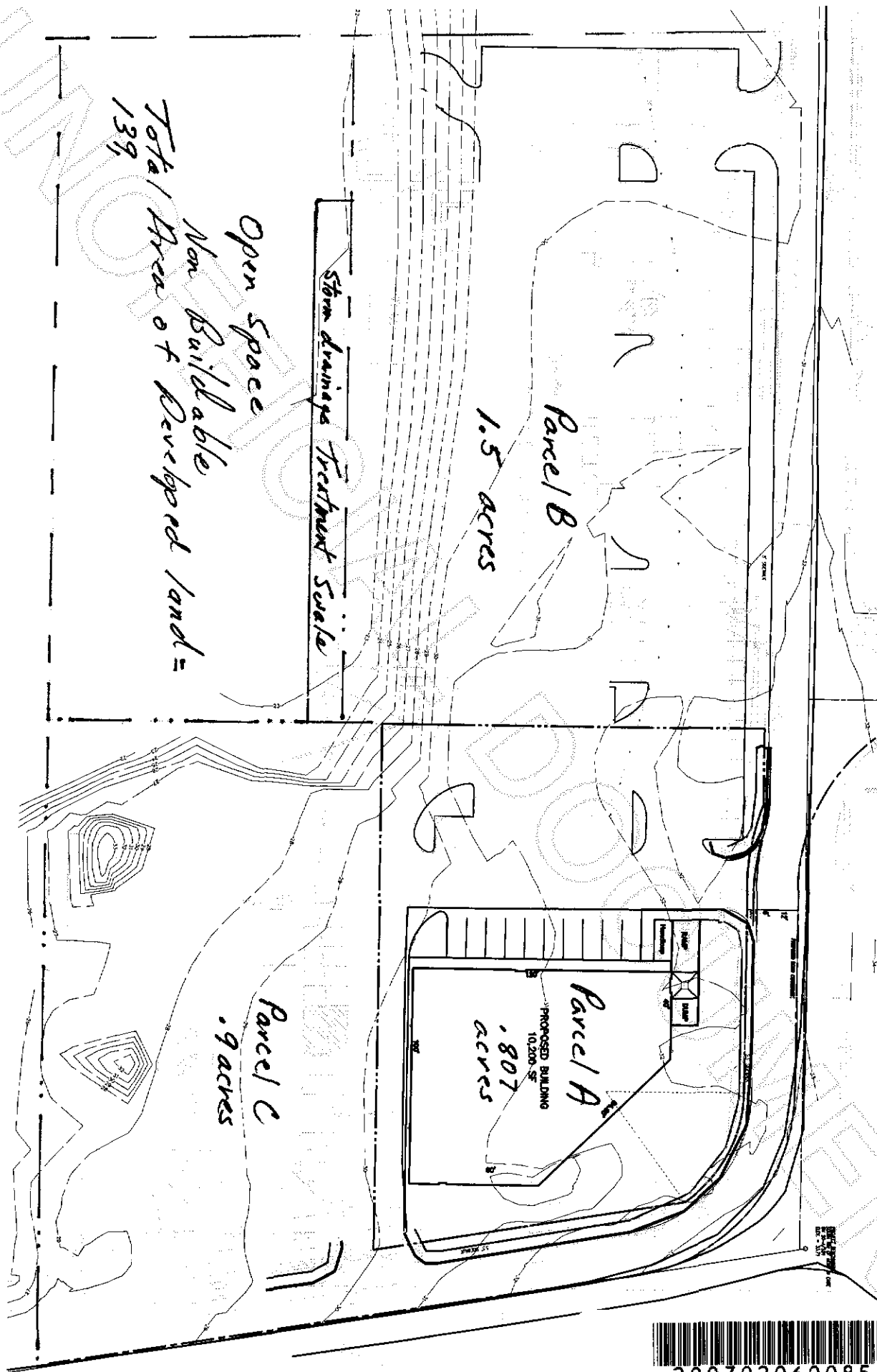
EXHIBIT B-2

DK12) THAT PORTION OF LOT 4 OF SHORT PLAT BURL-4-94 RECORDED UNDER AF#9505240069, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 239.06 FEET; THENCE SOUTH 1 DEGREE 00' 42" WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 88 DEGREES 59' 18" EAST PARALLEL TO THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 243.63 FEET TO THE WEST RIGHT-OF-WAY LINE OF GOLDENROD ROAD ON SAID SHORT PLAT; THENCE NORTH 8 DEGREES 36' 09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 27.38 FEET, MORE OR LESS TO THE POINT OF BEGINNING. ALSO TOGETHER WITH LOT 3 SHORT PLAT BURL-4-94 EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 239.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 00' 42" EAST, A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ANDIS ROAD, AS SHOWN ON SAID SHORT PLAT; THENCE NORTH 88 DEGREES 59' 18" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF ANDIS ROAD, A DISTANCE OF 37.61 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 1 DEGREE 00' 42" WEST, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES 59' 18" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 37.61 FEET TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 325.24 FEET WEST OF THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE INTERSECTION OF THE WESTERLY LINE OF PRIMARY STATE HIGHWAY NO. 1 ALONG THE NORTH LINE OF AID SUBDIVISION; THENCE NORTH 89 DEGREES 02' 30" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 194.14 FEET; THENCE SOUTH 0 DEGREES 57' 30" WEST 150 FEET; THENCE SOUTH 89 DEGREES 02' 30" EAST 236.66 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY; THENCE NORTH 14 DEGREES 52' WEST ALONG SAID STATE HIGHWAY LINE 155.90 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF GOLDENROD ROAD AND ANDIS COUNTY ROAD, AND ALSO EXCEPT THOSE PORTIONS THEREOF CONVEYED TO SKAGIT COUNTY FOR SAID ROADS BY DEEDS RECORDED UNDER AUDITORS' FILE NOS. 835798, 836976, 835797 AND 836077, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF BURLINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 9505050031. ALL SITUATE IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST.



200702060085
Skagit County Auditor

Exhibit A



200702060085

Skagit County Auditor