



200705220076

Skagit County Auditor

5/22/2007 Page

1 of

8 1:46PM

WHEN RECORDED RETURN TO:
Pericowest LLC
C/O Kathleen and Roger Stambaugh
120 E. George Hopper Road, #215
Burlington, Wa. 98233

DOCUMENT TITLE(S):

Ingress, Egress, parking and Maintenance Agreement

FIRST AMERICAN TITLE CO.

B91033E-2

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

ACCOMMODATION RECORDING ONLY

GRANTORS:

Dan R. Mitzel and Patricia R. Burklund, husband and wife,

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTEE:

PERICOWEST LLC,

MAY 22 2007

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

ABBREVIATED LEGAL DESCRIPTION:

Section 5, Township 34, Range 4; Ptn SW SW (aka Ptn Lot 4 BSP 2-95), records of Skagit County, Washington.

TAX PARCEL NUMBER(S):

P108343, 8008-000-004-0000

INGRESS, EGRESS, PARKING AND MAINTENANCE AGREEMENT

The PARTIES, Dan R. Mitzel and Patircia R. Burklund as Husband and Wife as Owner of Parcel 3 as depicted in Exhibit A and legally described in Exhibit B-1 hereto attached and PERICOWEST LLC as, Owner of Parcel 4 as depicted in Exhibit A and legally described in Exhibit B-2 hereto attached for and in consideration of the mutual benefits of this Agreement herein agree to the following:

BACKGROUD INFORMATION

The Parties hereto mutually agree to the mutual use and enjoyment of the ingress, egress, utilities and parking within the Common Areas illustrated in Exhibit A to this Agreement 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 and B-2 to this Agreement and graphically illustrated in Exhibit A as Parcels 3 and 4.
- 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.
- 3.) The office building that will be constructed on Parcel 4 shall have the right to restrict the parking on parking stalls, located directly adjacent to the Parcel 4 building, for the exclusive use of the customers or patients of the businesses located within the Parcel 4 building during normal business hours. This restriction shall include the right to install customer or patient only signs for the purpose of enforcing this provision of this Agreement.
- 4.) The Building located on Parcel 3 has both retail and office uses that have peak parking requirements that coincide with the parking requirements of the building that will be located on Parcel 4. The Party who owns the Parcel 3 building herein agrees to enforce a prohibition against any parking adjacent to the Parcel 4 building as a result of use by the customers or employees of any Tenant that is located within the Parcel 3 building.
- 5.) 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 all other Parties to this Agreement or successor's in interest to this Agreement that are effected by any proposed change.
- 6.) The Parties herein agree to each pay their prorated share of the costs of maintaining the common parking, ingress, egress and storm water drainage facilities as depicted in Exhibit A hereto attached. The calculation of the shared cost will be based upon the total square feet of Parcels 3 and 4 that will then be divided into the total square feet of each parcel. For example if Parcel 3 has 69,292 S.F. of area and Parcel 4 has 19,702 S.F. of area then the combined area is 88,995 S.F.. The percentage of maintenance cost that Parcel 3 would pay is 69,292 S.F. divided by 88,995



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which results in a 77.9% share of the maintenance cost. The remaining 22.1% of the maintenance cost would be the responsibility of the Parcel 4 owner.

- 7.) This maintenance shall include but not be limited to the cost of sweeping, snow removal, 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. Each Party will be responsible for its own landscaping maintenance on each of the Parcels. The owner of Parcel 3 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 3 Owner shall inform the Parcel 4 owners as to their share of the costs and shall bill the other parcel Owners for their share of the cost after any maintenance or repair 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.

- 8.) 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, expenses and court costs from the non-prevailing Party.

Parcel 3 Owners

Dan R. Mitzel
Dan R. Mitzel

5/7/07
Date

Patricia R. Burklund
Patricia R. Burklund

5/18/07
Date

Parcel 4 Owners PERICOWEST LLC

Roger Stambaugh
Roger Stambaugh

5/24/07
Date

Kathleen Stambaugh
Kathleen Stambaugh

5/21/07
Date



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EXHIBIT B-1
PARCEL 3 LEGAL DESCRIPTION

CASCADE PLACE/CASCADE MEADOWS BSP-2-95, ACRES 1.59, (DK12) PARCEL 3, EXCEPT THAT PORTION OF PARCEL 3 LOCATED IN BINDING SITE PLAN OF CASCADE PLACE/CASCADE MEADOWS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 4 OF SAID BINDING SITE PLAN; THENCE NORTH 89 DEGREES 28' 22" WEST ALONG THE SOUTH LINE OF PARCEL 9 OF SAID BINDING SITE PLAN A DISTANCE OF 81.63 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 0 DEGREES 31' 38" WEST A DISTANCE OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 55 DEGREES 08' 42" AN ARC DISTANCE OF 14.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 81 DEGREES 13' 56" AN ARC DISTANCE OF 77.98 FEET TO THE EAST LINE OF SAID PARCEL 3; THENCE NORTH 0 DEGREES 31' 38" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF PARCEL 4 LOCATED IN THE BINDING SITE PLAN OF CASCADE PLACE/CASCADE MEADOWS AS APPROVED OCTOBER 26, 1995, AND RECORDED JANUARY 18, 1996, IN VOLUME 12 OF PLATS ON PAGES 66 TO 68 UNDER AUDITOR'S FILE NO. 9601180033, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 0 DEGREES 31' 38" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 31' 38" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 161.23 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE NORTH 55 DEGREES 29' 16" EAST 2.38 FEET; THENCE NORTH 40 DEGREES 42' 53" EAST 19.74 FEET; THENCE NORTH 39 DEGREES 02' 33" EAST 5.31 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL 4 NORTH 0 DEGREES 31' 38" EAST 154.73 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 49 DEGREES 32' 58" WEST A DISTANCE OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 23 DEGREES 59' 22" AN ARC DISTANCE OF 23.03 FEET TO THE TRUE POINT OF BEGINNING.



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EXHIBIT B - 2

PARCEL 4 LEGAL DESCRIPTION

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 4, of Binding Site Plan No. 2-95, of Cascade Place/Cascade Meadows, approved January 18, 1996, recorded January 18, 1996, in Volume 12 of Short Plats, pages 66, 67 and 68, under Auditor's File No. 9601180033, records of Skagit County, Washington, being a portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 34 North, Range 4 East, W.M..

EXCEPT commencing at the most Northwesterly corner of said Parcel 4; thence South $89^{\circ}28'22''$ East along the South line of Parcel 9 of said Binding Site Plan, a distance of 24.80 feet to the true point of beginning; thence continue South $89^{\circ}28'22''$ East a distance of 26.64 feet to the West line of Parcel 5 of said Binding Site Plan; thence South $0^{\circ}37'19''$ East along the West line thereof, a distance of 9.02 feet to an angle point in the Northerly line of said Parcel 4; thence North $70^{\circ}53'23''$ West a distance of 28.29 feet to the true point of beginning.

EXCEPT commencing at the most Northwesterly corner of said Parcel 4; thence South $0^{\circ}31'38''$ West along the West line thereof a distance of 24.39 feet to the true point of beginning; thence continue South $0^{\circ}31'38''$ West along the West line thereof, a distance of 161.23 feet to the Southwest corner of said Parcel 4; thence North $55^{\circ}29'16''$ East 2.38 feet; thence North $40^{\circ}42'53''$ East 19.74 feet; thence North $39^{\circ}02'33''$ East 5.31 feet; thence leaving the South line of said Parcel 4 North $0^{\circ}31'38''$ East 154.73 feet; thence Southwesterly along a non-tangent curve concave to the Northwest whose radius point bears North $49^{\circ}32'58''$ West a distance of 55.00 feet through a central angle of $23^{\circ}59'22''$ an arc distance of 23.03 feet to the true point of beginning.

AND EXCEPT beginning at the most Northwesterly corner of said Parcel 4; thence South $89^{\circ}28'22''$ East along the South line of Parcel 9 in said Binding Site Plan, a distance of 24.80 feet; thence Southwesterly along a non-tangent curve concave to the Northwest whose radius point bears North $62^{\circ}25'53''$ West a distance of 55.00 feet through a central angle of $36^{\circ}52'17''$ an arc distance of 35.39 feet to the West line of said Parcel 4; thence North $0^{\circ}31'38''$ East along the West line thereof a distance of 24.39 feet to the point of beginning.



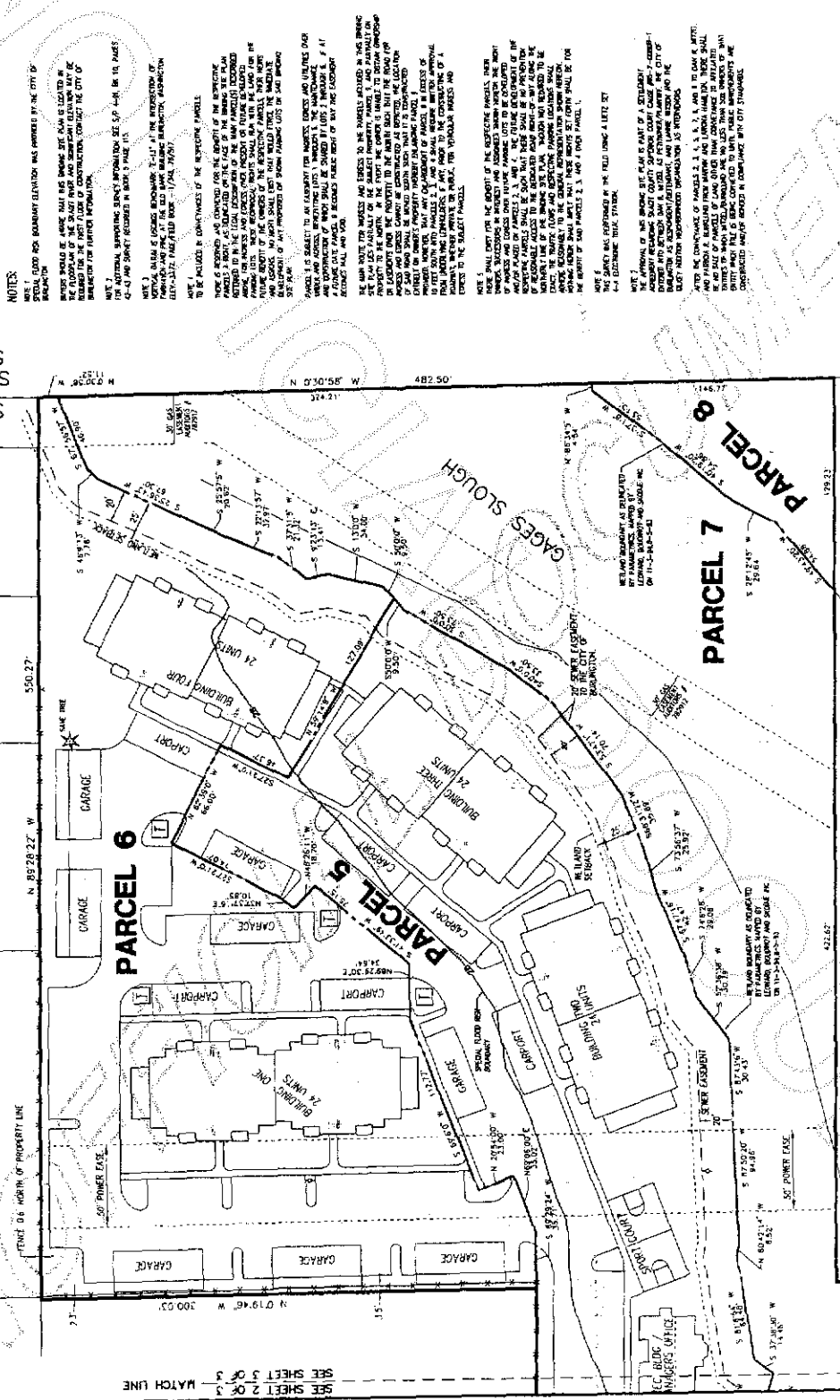
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EXHIBIT "A" cont BINDING SITE PLAN

9160118.0033

BINDING SITE PLAN No. BSP No. 2-95

SOUTH
SPRUCE
STREET



BINDING SITE PLAN
OF
CASCADE PLACE / CASCADE MEADOWS

SW 1/4, SW 1/4 SECTION 5, TWP. 34 N., R1E 4 E., W4
LEONARD, BOUDINOT and SKOOLE, INC.
CITY OF BURLINGTON, SKAGIT COUNTY
DATE: NOV. 13, 95
BY: [Signature]
FIELD BOOK: 18, 317
SHEET 3 OF 3

PARCEL AREAS

Parcel	Area (Acres)	Area (Sq. Ft.)
PARCEL 1	0.37	24,732
PARCEL 2	0.54	37,474
PARCEL 3	1.57	108,126
PARCEL 4	2.80	193,056
PARCEL 5	2.23	153,852
PARCEL 6	2.23	153,852
PARCEL 7	2.23	153,852
PARCEL 8	0.30	20,736

SCALE 1" = 40'
0 20 40 80
N 89°28'22" E 551.95'
S 89°28'22" E 423.62'
S 89°28'22" E 551.95'
S 89°28'22" E 423.62'

NOTES:

1. THE BOUNDARY BETWEEN THE CITY OF BURLINGTON AND SKAGIT COUNTY IS SHOWN BY A DOTTED LINE. THE CITY OF BURLINGTON IS TO THE NORTH AND SKAGIT COUNTY IS TO THE SOUTH.

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