



201212310179

Skagit County Auditor

12/31/2012 Page

1 of

7 3:04PM

**Document Title:**

Partition Agreement

**Reference Number :** N/A

**Grantor(s):**

☐ additional grantor names on page \_\_\_\_.

1. Far Niente, LLC

2.

**Grantee(s):**

☐ additional grantee names on page \_\_\_\_.

1. Vista Artistico, LLC

2.

**Abbreviated legal description:**

☐ full legal on page(s) \_\_\_\_.

Lot 3, SP SW-11-80, approved 10/28/80, recorded 11/07/80, Aud File#8011070019, vol 4 of SP, pg 200, rec Skagit Co., WA, being a portion of the E 1/2 of the SW 1/4 of the NE 1/4, Sec 27, Twp 35 N, R 4 EWM, EXCEPT the N 100 feet thereof, as conveyed to Skagit Co Public Hospital Dist #304 by deed rec. 01/25/84, Aud File#84012500002.

**Assessor Parcel / Tax ID Number:**

☐ additional tax parcel number(s) on page \_\_\_\_.

37829

Return to:  
Furlong Butler  
825 Cleveland Avenue  
Mount Vernon, WA 98273

### PARTITION AGREEMENT

This Partition Agreement is reached this 28<sup>th</sup> day of December, 2012, by and between **FAR NIENTE, LLC** and **VISTA ARTISTICO, LCC**, both Washington limited liability companies, hereafter referred to respectively as "FAR NIENTE" and "VISTA ARTISTICO".

**WHEREAS**, FAR NIENTE owns real property located in Sedro-Woolley, legally described as follows (the "Entire Property"):

Lot 3, Short Plat No. SW-11-80, approved October 28, 1980, recorded November 7, 1980, under Auditor's File No. 8011070019, in Volume 4 of Short Plats, page 200, records of Skagit County, Washington, being a portion of the East ½ of the Southwest ¼ of the Northeast ¼, Section 27, Township 35 North, Range 4 East, W.M. EXCEPT the North 100 feet thereof, as conveyed to Skagit County Public Hospital District No. 304 by Deed recorded January 25, 1984, under Auditor's File No. 84012500002.

TOGETHER WITH beneficial easement agreements recorded under Auditor's File Nos. 8112210034, 8402080003, 8402240037, and 8405090049, as modified by that certain Modification of Easements recorded under Auditor's File No. 9504280013.

SUBJECT TO Notes shown on Short Plat; Easement Agreements recorded under Auditor's File Nos. 8112210034, 8402080003, 8402240037, and 8405030049; Easement for road and utilities shown on Short Plat, Easement recorded under Auditor's File No. 8103130031; Easement recorded under Auditor's File No. 8108240047; Easement recorded under Auditor's File No. 8112210038; Easement recorded under Auditor's File No. 8302070073; Easement recorded under Auditor's File No. 8409060022; Modification of Easement recorded under Auditor's File No. 9504280013; Easement recorded under Auditor's File No. 9502160083.

TOGETHER WITH AND SUBJECT TO that certain Dedication of Cross Easements for ingress and egress recorded under Auditor's File No. 9505050052.



and wishes to convey to VISTA ARTISTICO, a separate portion thereof, which consists of approximately sixty percent (60%) of the full value of the property; and,

**WHEREAS**, the parties wish to allow for a 60% interest in the Entire Property to be transferred to VISTA ARTISTICO, as tenants-in-common, prior to completion of a subdivision; and,

**WHEREAS**, after said subdivision takes place, the parties wish to partition the real property based upon the subdivided lines in and for no consideration; and,

**NOW, THEREFORE**, the parties agree as follows:

1. This agreement shall be binding and go into effect immediately upon the conveyance of a 60% undivided interest in the Entire Property from FAR NIENTE to VISTA ARTISTICO, as tenants-in-common.
2. FAR NIENTE shall commence and promptly complete a legal subdivision dividing off what is commonly understood between the parties to be the "Eye Clinic" from the "Dental Building". Said subdivision shall be submitted for approval by the City of Sedro-Woolley promptly and VISTA ARTISTICO shall pay all costs and expenses related thereto.
3. Immediately upon completion and recording of the foregoing subdivision, the parties agree that they shall partition the real estate as follows:
  - a) The lot containing the Dental Building shall be owned separately and completely by FAR NIENTE, LLC;
  - b) The lot containing the Eye Clinic shall be owned separately and completely by VISTA ARTISTICO, LLC.
4. To effectuate the foregoing partition of property, FAR NIENTE shall execute a Quitclaim Deed substantially in the form as set forth on Exhibit A hereto; and VISTA ARTISTICO shall execute a Quit Claim Deed substantially in the form as set forth on Exhibit B hereto.
5. The terms and conditions of this agreement are binding on and shall inure to the benefit of the successors and assigns of said limited liability companies.
6. This agreement may be recorded with the Skagit County Auditor at the expense of FAR NIENTE.

Prior to the completion of the subdivision and partition of the properties as set forth herein, VISTA ARTISTICO shall pay all real estate taxes, insurance, upkeep and utilities associated with all the property subject to adjustments that may be agreed between the parties.



FAR NIENTE, LLC

Rodney Brandt  
RODNEY BRANDT, Managing Member  
Dated: 12/28/12

Nannette Crowell  
NANNETTE CROWELL, Managing Member  
Dated: 12/28/2012

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 28<sup>th</sup> day of December, 2012, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared RODNEY BRANDT and NANNETTE CROWELL, to me known to be the managing members of FAR NIENTE, LLC, the Washington limited liability company 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.

Witness my hand and official seal hereto affixed the say and year first above written.



Bradford E. Furlong  
Notary Public in and for the State of Washington  
Residing at Mountain View  
My commission expires: 11-01-18  
Printed Name: Bradford E. Furlong

[Balance of page intentionally blank; signatures on following page]

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FAR NIENTE, LLC  
VISTA ARTISICO, LLC

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VISTA ARTISTICO, LLC

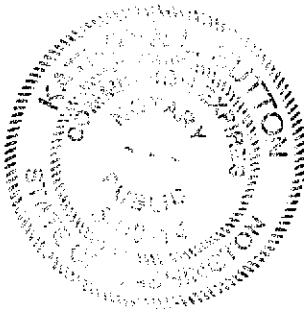
Rodney Brandt  
RODNEY BRANDT, Managing Member  
Dated: 12/28/12

Nannette Crowell  
NANNETTE CROWELL, Managing Member  
Dated: 12/28/12

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

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Witness my hand and official seal hereto affixed the say and year first above written.



Kathryn Sutton  
Notary Public in and for the State of Washington  
Residing at Sedro Woolley  
My commission expires: 5-9-14  
Printed Name: KATHRYN L. SUTTON

PARTITION AGREEMENT  
FAR NIENTE, LLC  
VISTA ARTISICO, LLC

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# QUITCLAIM DEED

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