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Skagit County Auditor

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EASEMENT AGREEMENT

THIS ACCESS EASEMENT ("Easement Agreement") is entered into as of the 8th day of July, 2013, by and between James R. Kyle and Clara B. Kyle, husband and wife (collectively "Grantor"), and JKC International LLC, a Washington limited liability company ("Grantee").

WHEREAS, Grantor is the owner of that certain tract or parcel of land situated in the City of Mt. Vernon, County of Skagit, State of Washington, identified as Tract 1 on the site plan attached hereto as Exhibit "A" and more fully described on Exhibit "B" ("Tract 1"); and

WHEREAS, Grantee is the owner of that certain tract or parcel of land situated in the City of Mt. Vernon, County of Skagit, State of Washington, which tract lies adjacent to Tract 1 and is identified as Tract 2 on Exhibit "A" and more fully described on Exhibit "B" ("Tract 2"); and

WHEREAS, Grantee and Grantor desire to memorialize the terms of the non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Tract 1 contained in the lease between Starbucks Coffee Company and Barbless Investments II, identified as the Access Area on Exhibit "A" and more fully described on Exhibit "C" ("Access Area")

18-34-4 P 26138

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant to Grantee a non-exclusive easement for vehicular and pedestrian ingress and egress (but not parking) over and across the Access Area for access to and from Tract 2, for the purpose of maintaining and utilizing a trash dumpster enclosure with a trash dumpster, subject to the following terms and conditions to which the parties agree:

Grant of Easement and Use of Access Area. Grantor hereby grants to Grantee a non-exclusive easement for pedestrian and vehicular ingress and egress (but not parking) over and across the Access Area. The ingress and egress rights granted hereby may be used non-exclusively by, and are limited to, Grantee and their respective customers and employees directly associated with the business operation located on Tract 2 from time to time, as well as the vendor providing trash removal services for Grantee. Nothing herein shall be construed to limit or restrict ingress or egress associated with Tract 1 or any part thereof. Grantee shall only be allowed to use the Access Area for trash truck ingress and egress, to and from the Dumpster Enclosure (described in paragraph 2 below), and not for parking of any kind.

1. **Restrictions.** Grantee covenants that the Access Area will only be utilized for a trash dumpster assigned to Grantee's use placed inside of the trash dumpster enclosure depicted on Exhibit "A" to this Easement Agreement (the "Dumpster Enclosure"), and the temporary storage of trash in the assigned trash dumpster shall be removed regularly by a waste disposal company at the sole expense of the Grantee. Notwithstanding anything in this Easement Agreement to the contrary, the right to use the assigned trash dumpster in the Dumpster Enclosure portion of the Access Area shall be exclusive to Grantee and the service provider (for trash removal) on behalf of Grantee. Grantor shall have the right to relocate the Dumpster Enclosure to another area on Tract 1 with similar dimensions and access on thirty (30) days written notice to Grantee.

2. **Maintenance.** Grantor shall be responsible to maintain the Western Half of the Dumpster Enclosure and Grantee shall be responsible to maintain the Eastern Half of the Dumpster Enclosure. Grantee shall deposit all of its trash only in the trash dumpster assigned to its use, and shall keep the area surrounding its assigned dumpster free and clear of garbage and other debris. If Grantee fails to keep their portion of the Dumpster Enclosure in a clean and sanitary condition, Grantor may clean Grantee's portion of the Dumpster Enclosure and Grantee shall reimburse Grantor for the reasonable costs of the cleaning.

3. **Indemnification.** Grantee shall indemnify and hold harmless Grantor, and all employees and agents of Grantor (collectively the "Grantor Entities"), from any damages or liability to persons or property that might arise from the use of the Access Area by Grantee from time to time.

4. **Compliance.** Grantor and Grantee hereby warrant and represent to each other in exercising their respective rights under this Easement Agreement that they shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations.

5. **Public Grant.** Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

6. **Duration.** The agreements contained herein and the rights granted hereby shall run with the titles to Tract 2 and the Access Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7. **Change of Ownership.** In the event Grantee conveys or transfers title to Tract 2 or in the event Grantor conveys on transfers title to Tract 1, the Grantor or Grantee, as the case may be, shall provide written notice of the conveyance or transfer within thirty (30) days thereafter to the other party to this Easement Agreement, which notice shall include the name(s) and address(es) of the transferee(s).

8. **Effective Date.** This instrument shall become effective on the date first written above.

9. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

10. **Counterparts.** This document, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not to be signatories to the same



documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:

GRANTEE:

JKC International, LLC

By: James R. Kyle
James R. Kyle

By: [Signature]
Its: CEO

By: Clara B. Kyle
Clara B. Kyle

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

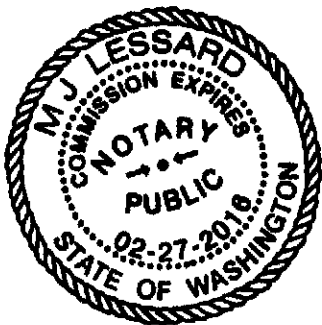
JUL 26 2013

STATE OF WASHINGTON)
County of Skagit) ss.

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

On this 8th day of JULY, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James R. Kyle to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of JULY, 2013.



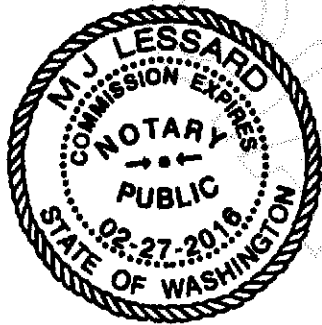
M.J. Lessard
NOTARY PUBLIC - STATE OF WASHINGTON
Residing at: 24305 CRYSTAL LAKE RD
My Commission Expires: 02-27-2016
Printed Name: MJ LESSARD



STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 8TH day of JULY, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clara B. Kyle to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the said instrument as her voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8TH day of JULY, 2013.

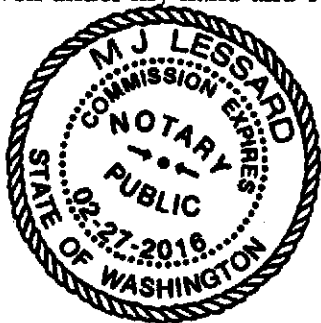


MJ Lessard
NOTARY PUBLIC - STATE OF WASHINGTON
Residing at: 24305 CRYSTAL LAKE RD
My Commission Expires: 02-27-2016
Printed Name: MJ LESSARD

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this 11TH day of JULY, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JANET LAU to me known to be an Authorized Agent of JKC International, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute the said instrument.

Given under my hand and official seal this 11TH day of JULY, 2013.



MJ Lessard
NOTARY PUBLIC - STATE OF WASHINGTON
Residing at: 24305 CRYSTAL LAKE RD
My Commission Expires: 02-27-2016
Printed Name: MJ LESSARD



EXHIBIT "A"
Site Plan

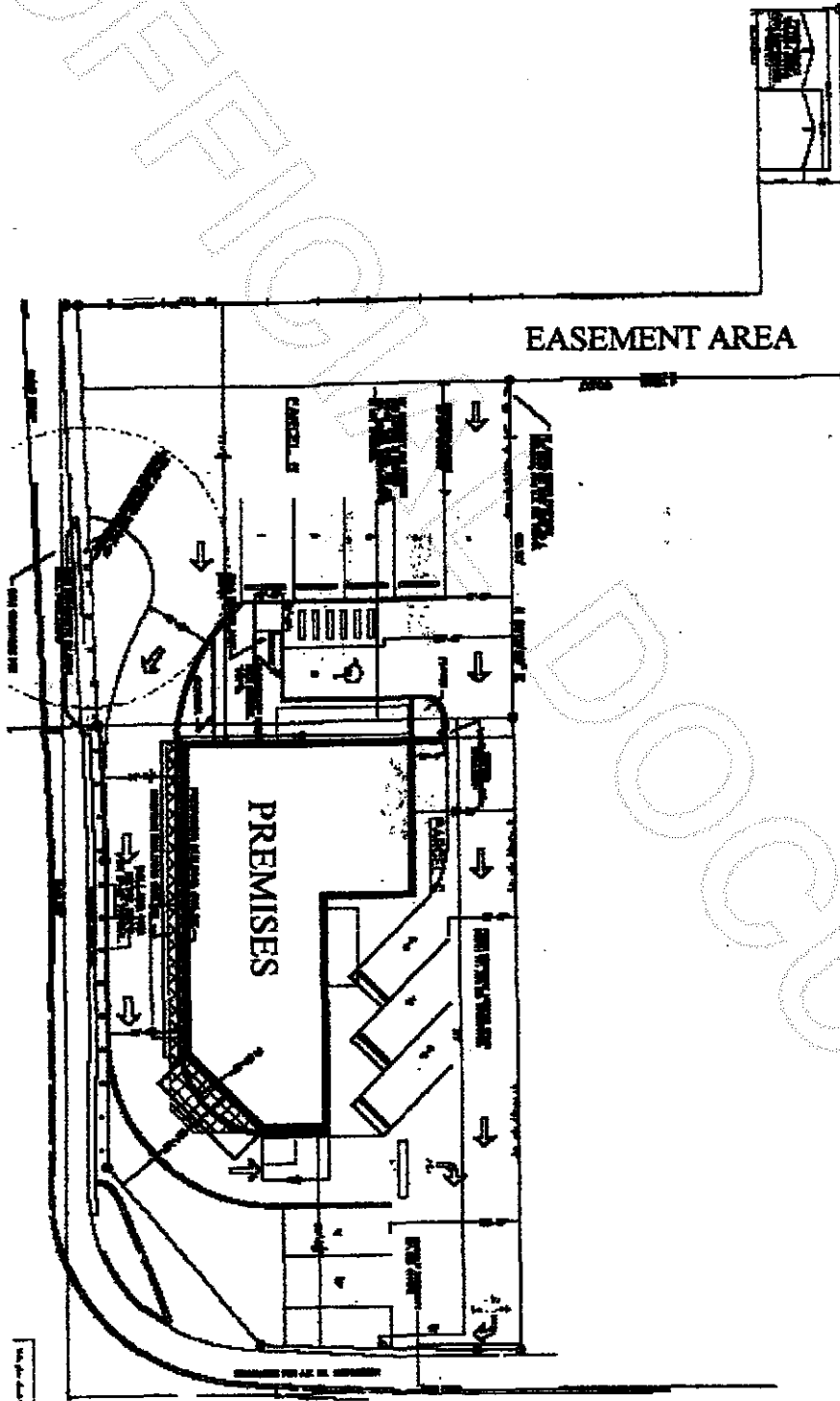


EXHIBIT "B"
Tract 1

(Grantor's Tract legal description)

PARCEL "A":

That portion of the Southeast ¼ of the Northeast ¼ of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Southeast ¼ of the Northeast ¼ ;
thence North 00°24'07" West along the East line of said subdivision, said line being also the centerline of Riverside Drive, a distance of 120.00 feet;
thence North 90°00'00" West along a line drawn parallel to and 120 feet North of the South line of said subdivision a distance of 210.00 feet to the true point of beginning;
thence South 00°24'07" East parallel to the East line of said subdivision 76.36 feet to the North margin of College Way as established by deed recorded under Auditor's File No. 200712030192;
thence Westerly and Southerly along said North margin the following bearings and distances;
South 87°42'23" West 15.02 feet;
South 00°24'07" East 2.00 feet;
South 87°42'23" West 26.08 feet;
North 90°00'00" West 23.92 feet to a point on a line drawn 275.00 West of and parallel to the East line of said subdivision;
thence leaving said North margin North 00°24'07" West along said parallel line a distance of 140.00 feet to a point on a line drawn 180.00 feet North of and parallel to the South line of said subdivision;
thence North 90°00'00" East along said parallel line 65.00 feet to a point which bears North 00°24'07" West from the true point of beginning;
thence South 00°24'07" East 60.00 feet to the true point of beginning.

TOGETHER WITH non-exclusive easements for ingress, egress and utilities as granted and conveyed in that certain Easement Agreement dated September 30, 2011, and recorded October 10, 2011, under Auditor's File No. 201110100077, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Tract 2

(Grantee's Tract legal description)

That portion of the Southeast ¼ of the Northeast ¼ of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said Southeast ¼ of the Northeast ¼; thence North 00°24'07" West along the East line of said subdivision, said line being also the centerline of Riverside Drive, a distance of 120.00 feet; thence North 90°00'00" West along a line drawn parallel to and 120 feet North of the South line of said subdivision a distance of 37.00 feet to the West margin of Riverside Drive as established by deed recorded under Auditor's File No. 200904020111 and the true point of beginning; thence continuing North 90°00'00" West along said parallel line 173.00 feet; thence South 00°24'07" East parallel to the East line of said subdivision 76.36 feet to the North margin of College Way as established by deed recorded under Auditor's File No. 200712030192; thence Easterly and Northerly along the North margin of College Way and the West margin of Riverside Drive as established by deeds recorded under Auditor's File Nos. 200712030192 and 200904020111, the following bearings and distances: North 87°42'23" East 83.90 feet; North 89°59'49" East 55.07 feet; North 50°12'24" East 41.67 feet; North 02°22'31" East 38.64 feet; North 00°24'07" West 7.72 feet to the true point of beginning.



EXHIBIT "C"

Access Area
(Part of Tract 1 Legal Description)

LEGAL DESCRIPTION

ACCESS EASEMENT

AN EASEMENT FOR ACCESS PURPOSES OVER AND ACROSS THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 210.00 FEET;
THENCE NORTH 00°24'07" WEST 43.64 FEET TO THE NORTH MARGIN OF EAST COLLEGE WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER REC. NO. 20071230192 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;
THENCE CONTINUING NORTH 00°24'07" WEST 136.36 FEET;
THENCE NORTH 90°00'00" WEST 65.00 FEET;
THENCE SOUTH 00°24'07" EAST 15.00 FEET;
THENCE NORTH 90°00'00" EAST 50.00 FEET;
THENCE SOUTH 00°24'07" EAST 121.96 FEET TO SAID NORTH MARGIN OF EAST COLLEGE WAY;
THENCE NORTH 87°42'30" EAST ALONG SAID NORTH MARGIN 15.01 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.



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