

POOR ORIGINAL



201601250098

Skagit County Auditor

\$133.00

1/25/2016 Page

1 of

11

3:34PM

Land Title and Escrow

Burlington
Document Title:

**Easement
Reference Number:**

Grantor(s):

☐ additional grantor names on page ____

1. JJM BOW, LLC

2.

Grantee(s):

☐ additional grantee names on page ____

1. NORTH EDISON PROPERTIES LLC

2.

Abbreviated legal description:

☐ full legal on page(s) ____

ptn Blocks 1 and 3, "Town Plat of Edison" (Haller's Addition)

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P72950/4099-001-017-0003

P72949/4099-001-010-0000

P72960/4099-003-009-0009

I Christi P. STraathof, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed 

Dated 1/20/2016

154194-
0E

FILED FOR RECORD AT THE
REQUEST OF RETURN TO:

EASEMENT

Grantor: JJM BOW, LLC,
a Washington limited liability company

Grantee: NORTH EDISON PROPERTIES, LLC,
a Washington limited liability company

Abbreviated Legal: Ptn Blocks 1 and 3, "Town Plat of Edison" (Haller's
Addition)

Additional Legals on page(s): 2, 3

Assessor's Tax Parcel Nos.: P72950 / 4099-001-017-0000
P72949 / 4099-001-010-0000
P72960 / 4099-003-009-0009

THIS AGREEMENT is made and entered into this 14th day of January 2016

, by JJM BOW, LLC, a Washington limited liability company, (hereinafter "Grantor"),
and NORTH EDISON PROPERTIES, LLC, a Washington limited liability company,
(hereinafter "Grantee").

Land Title and Escrow

154194-09

Easement
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**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JAN 25 2016

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington:

Parcel A:

Lot 5 EXCEPT the South 12.00 feet (as measured perpendicular to the South line) and Lots 6-9 (inclusive) all in Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law.

AND TOGETHER WITH a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the West 15.00 feet (as measured perpendicular to the West line) of that portion of vacated Gilkey Avenue lying adjacent to Lots 3, 4 and the South 12.00 feet of Lot 5, Block 3, said "Town Plat of Edison" (Haller's Addition).

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Parcel B:

Lot 13, EXCEPT the South 12.00 feet (as measured perpendicular to the South line) thereof and Lots 14-17 (inclusive) all in Block 1, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law.

AND TOGETHER WITH a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the East 10.00 feet (as measured perpendicular to the East line) of that portion of vacated Gilkey Avenue lying adjacent to Lot 12 and the South 12.00 feet of Lot 13, Block 1, said "Town Plat of Edison" (Haller's Addition)

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTED is the owner of the following described real property located in Skagit County, Washington:

(Parcel A and Parcel B represent a single lot.)

Parcel A:

Lots 9-12 (inclusive) and the South 12.00 feet (as measured perpendicular to the South line) of Lot 13, all in Block 1, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach thereto by operation of law.

EXCEPT that portion of said vacated Gilkey Avenue described as follows:

BEGINNING at the Southeast corner of said Lot 11;
thence North 89°13'30" East along the extension of the South line of said Lot 11, a distance of 9.13 feet to the TRUE POINT OF BEGINNING;
thence North 00°58'57" East a distance of 33.02 feet to the extension of the North line of said Lot 11;
thence North 89°13'30" East along said line a distance of 11.14 feet;
thence South 00°46'30" East a distance of 33.00 feet to the extension of the South line of said Lot 11;
thence South 89°13'30" West a distance of 12.15 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the East 10.00 feet (as measured perpendicular to the East line) of that portion of said vacated Gilkey Avenue fronting the above-reference Lot 12 and the South 12.00 feet of Lot 13, Block 1, said "Town Plat of Edison" (Haller's Addition).

Parcel B:

Lots 3, 4 and the South 12.00 feet (as measured perpendicular to the South line)

of Lot 5, Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH portion of vacated Gilkey Avenue which would attach by operation of law.

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the West 15.00 feet (as measured perpendicular to the West line) of that portion of said vacated Gilkey Avenue fronting the above-referenced Lots 3, 4 and the South 12.00 feet of Lot 5, Block 3, said "Town Plat of Edison" (Haller's Addition).

ALL OF THE ABOVE PARCELS A AND B BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All being situate in the County of Skagit, State of Washington.

GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED Grantor, JIM BOW, LLC, a Washington limited liability company, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to Grantee, NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, including any after acquired title, the following described easements:

I. EASEMENT FOR INGRESS AND EGRESS:

Description of Easement:

A non-exclusive easement for ingress and egress over and across the following easement area:

Easement Area:

That portion of vacated Gilkey Avenue which would attach by operation of law to Lot 5 EXCEPT the South 12.00 feet (as measured perpendicular to the South line) in Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law to Lot 13, EXCEPT the South 12.00 feet (as measured perpendicular to the South line) thereof in Block 1, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

UNOFFICIAL DOCUMENT

TOGETHER WITH the West one hundred fifteen (115) feet of the North nineteen (19) feet of the South thirty one (31) feet of Lot 5, Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

2. EASEMENT FOR PARKING:

Description of Easement:

An exclusive easement over and across the following easement area for parking:

Easement Area:

The East sixty five (65) feet of the West one hundred fifteen (115) feet of the North nineteen (19) feet of the South thirty one (31) feet of Lot 5, Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Limitations on Easement Area:

In no event shall this Easement for Parking extend west of the northerly extension of the west wall or east of the northerly extension of the east wall of the building, as it existed on December 17, 2015, which is located on Lots 3, 4 and the South 12.00 feet (as measured perpendicular to the South line) of Lot 5, Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, situate in the County of Skagit, State of Washington.

GENERAL PROVISIONS

UNOFFICIAL COMMENT

Grantee hereby agrees to indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, damages, finds, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easements as are described herein by Grantee and/or Grantee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Areas arises out of or is in any way related to Grantee.

In the event that the Grantee and/or Grantee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Areas arises out of or is in any way related to Grantee cause identifiable damage to the Grantor's personal or real property, the Easement Areas, and/or any improvements thereon, then the Grantee shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the Easement Areas and all improvements thereon to as good or better condition as existed prior to the damage.

Grantee shall not park any vehicles or place any other item(s) in the Easement Area as is defined in paragraph 1 above, except for vehicles parked within the Easement Area of the Parking Easement identified above. All vehicles shall be parked parallel to the north wall of the building located to the south of the Easement Area.

Grantor shall have no obligation to maintain the Easement Areas, as are defined in paragraphs 1 and 2 above, or any improvements thereon. However, in the event that Grantor performs maintenance or repair of the Easement Area(s), Grantee shall promptly upon demand by Grantor, reimburse Grantor for one half of the cost of any such maintenance or repair.

If any party wishes to improve the existing driveway, the cost for such improvement shall be born exclusively upon that party, unless otherwise agreed to by all parties in writing. Such improvement may not impair any of the other parties' use of the driveway. Each of the parties agrees to maintain the existing road in a neat, clean and orderly condition and to use the roadway in a manner as to not damage the same. Grantee may improve the parking easement area at its sole cost. Grantee is responsible for all maintenance and repair of the parking easement area.

Grantee hereby irrevocably waives any and all prescriptive rights, claims for adverse possession and any and all other claims now existing or hereafter arising which in any way relate to or would affect any portion of Grantor's property other than the Easement Areas described herein.

The benefits, burdens, and covenants of the Easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other

provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

The Grantor and Grantee, by accepting and recording this Easement, do not intend for their interests in the Benefited Parcel and/or the Burdened Parcel to merge with this Easement, and the interest in this Easement shall hereafter remain separate and distinct. The Easement shall not terminate by any merger of ownership unless the Grantor and Grantee agree otherwise and record evidence of such agreement with the Skagit County Auditor.

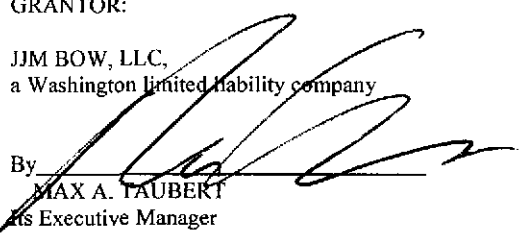
Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTOR:

JJM BOW, LLC,
a Washington limited liability company

By


MAX A. TAUBERT
His Executive Manager

GRANTEE:

NORTH EDISON PROPERTIES, LLC,

Easement - Ingress/Egress/Parking
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a Washington limited liability company

By

ANDREW VALLEE

Its Manager

By

WESLEY SMITH

Its Manager

(acknowledgments follow)

STATE OF WISCONSIN)

COUNTY OF WI) ss

I certify that I know or have satisfactory evidence that MAX A. TAUBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Manager of JJM BOW, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 14, 2016

HEATHER M. HANSON
NOTARY PUBLIC
STATE OF WISCONSIN

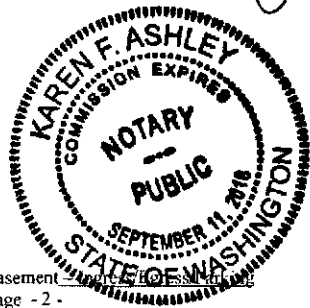
Heather M. Hanson
(Signature)
NOTARY PUBLIC
Heather M. Hanson
Print Name of Notary
My appointment expires: July 16, 2017

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that ANDREW VALLEE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 18th, 2016

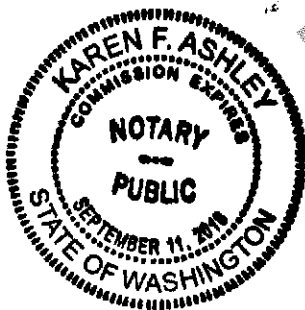


Karen Ashley
(Signature)
NOTARY PUBLIC
Karen Ashley
Print Name of Notary
My appointment expires: 9-11-2018

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that WESLEY SMITH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 19th, 2016



Karen Ashley
(Signature)
NOTARY PUBLIC
Karen Ashley
Print Name of Notary
My appointment expires: 9-11-2018