

WHEN RECORDED RETURN TO:

Michael A. Winslow
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, WA 98273



201601270084

Skagit County Auditor

\$130.00

1/27/2016 Page

1 of

8 3:15PM

Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

620004635

DOCUMENT TITLE(s)

EASEMENT AGREEMENT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200906290214

Additional numbers on page 2 of the document

GRANTOR(s):

1. **Vigor Enterprises, LLC**
- 2.
- 3.

GRANTEE(s):

1. **Innovative Car-Wash Systems, LLC**
- 2.
- 3.

ABBREVIATED LEGAL DESCRIPTION:

Portion of Tracts A and B of Short Plat No. MV-12-75

Complete legal description is on page 2 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P25964, P25960, P25963

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as 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.

Signature Melody Derossett for Mike McDaniel

This cover sheet is for the County Recorder's indexing purposes only.

The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When recorded return to:

Michael A Winslow
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, Washington 98273

EASEMENT AGREEMENT

Grantor: Vigor Enterprises, LLC, a Washington limited liability company.

Grantee: Innovative Car-Wash Systems, LLC, a Washington limited liability company.

Legal Description:

Portion of Tract A and B of Short Plat No. MV-12-75, approved September 30, 1975, and recorded October 1, 1975, in Volume 1 of Short Plats, page 68, under Auditor File No. 824261, records of Skagit County, Washington; and

Portion of Lot 4 of Short Plat No. MV-12-81, approved August 17, 1981, and recorded August 18, 1981, in Book 5 of Short Plats, page 114, under Auditor File No. 8108180028, records of Skagit County, Washington.

All of said plats being a portion of the Northwest 1/4 of Section 47, Township 34 North, Range 4 E. W.M., Skagit County.

Assessor's Property Tax

Parcel or Account No.	P25964 / 340417-2-022-0403
	P25960 / 340417-2-022-0007
	P25963 / 340417-2-022-0304

Reference Nos of Documents

Assigned or Released: 200906290214; 200705250250; 824261; 8108180028

Agreement for Grant of Easement - 1 of 6
T:\McDaniel-Easement Relocate\151116145635PLE.wpd

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 27 2016

Amount Paid \$
Skagit Co. Treasurer
B. Mann Deputy

**AGREEMENT FOR GRANT OF EASEMENT, RELOCATION AND
EXTINGUISHMENT OF PRIOR EASEMENTS**

1. **Grantee's Property.** Grantee, Innovative Car-Wash Systems, LLC (hereinafter, "Grantee") is the owner of Lots 1 and 2 of Short Plat No. MV-12-81, approved August 17, 1981, and recorded August 18, 1981, in Book 5 of Short Plats, page 114, under Auditor File No. 8108180028, records of Skagit County, Washington, being a portion of the South 1/2 of the Northwest 1/4 of Section 17, Township 34 North, Range 4 E. W.M. Grantee acquired its interest in the subject property by Statutory Warranty Deed recorded under Auditor File No. 2007 05250250, under which Deed Grantee also acquired a non-exclusive Easement for ingress, egress and utilities over various easement areas delineated on Short Plat Nos. MV-17-75, MV-12-81, and MV-4-75, situate in Skagit County.

2. **Purpose of Grantee's Easement.** The primary purpose of the Easement held by Grantee is to allow for exit of vehicular traffic over an existing asphalt driveway which connects the northerly portion of the Grantee's parcels with an Easement which runs north-south to East College Way.

3. **Grantor's Property.** The Grantor has acquired the property legally described as Tract A of Short Plat No. MV-12-75, approved September 30, 1975, and recorded October 1, 1975, in Volume 1 of Plats, page 68, under Auditor File No. 824261, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 E. W.M., by Deed recorded under Auditor File No. 201511020042.

4. **Grantor's Intended Purchase of Additional Property.** Grantor also intends to acquire from the Urban Family LLC property legally described as Tract B and C of Short Plat No. MV-12-75 and Lots 3 and 4 of Short Plat No. MV-12-81. As part of Grantor's plan for future development of the parcels described in paragraphs 3 and 4, Grantor has requested the right, and Grantee has agreed to allow the relocation of the existing asphalt driveway exiting the northerly portion of the Grantee's property.

5. **Recording of Agreement.** The Grantor intends to record this Agreement immediately following acquisition of the described parcels from the Urban Family LLC.

6. **Consideration.** The consideration for this Agreement is the mutual promises and agreements contained herein. The grant of easement stated herein shall become effective upon Grantor's acquisition of Lots 3 and 4 of Short Plat No. MV-12-81 and Tracts B and C of Short Plat No. MV-12-75, subject to the other terms and conditions provided for herein.

7. **Grant of Easement.** Grantor hereby grants an Easement for ingress, egress and utilities to be 12 feet in width, commencing at the northerly boundary of the Grantee's parcels described as Lots 1 and 2 of Short Plat No. MV-12-81, in a location to be determined by Grantor, and running northerly adjacent to the existing railroad right-of-way to the most northerly portion of the Grantor's parcels described as Tract A and B of Short Plat No. MV-12-75 and turning easterly and terminating at the east line of Tract A of Short Plat No. MV-12-75, thereby allowing connection to the existing north-south easement being 30' feet in width and running from College Way on the south northerly to the northerly line of Tract A of Short Plat No. MV-12-75.

8. **Installation of Driveway.** Grantor shall install an asphalt driveway, at Grantor's sole expense, in accordance with a plan to be submitted to and approved by Grantee, or its successor in interest, which approval shall not be unreasonably withheld.

9. **Location of Replacement Easement.** The parties agree that the location of the replacement Easement is subject to further determination, based on the location of wetlands and future site design, with the exact location to be subject to Grantor's discretion, so long as the Grantee is afforded unrestricted ingress and egress for vehicular traffic along the replacement Easement location. Should Grantor desire to relocate any utilities which are currently existing (if any) in the ground within the east-west 60-foot easement depicted on the face of Short Plat MV-12-75, then Grantor may also relocate these utilities, at Grantor's sole expense, subject to Grantee's approval, which shall not be unreasonably withheld.

10. **Routing of Traffic.** A map is attached for illustrative purposes as Exhibit A, depicting the area of the Easement to be relocated, with the portion to be removed shown with X's, and the relocation area containing angled, parallel lines. Grantor shall be permitted to post *one-way* traffic signs requiring the flow of traffic to run northerly from the Grantee's parcel and providing for restriction of traffic entering from the east, proceeding westerly and southerly by the placement of exit only signs at the terminus of the new easement on the north easterly portion of the easement.

11. **Maintenance.** Following construction of the new asphalt road, the responsibility for maintenance shall be borne by the Grantee. In the event of any utility construction following relocation of utilities by the Grantor, Grantee shall be responsible for the maintenance of utilities, repairs and restoration of the surface to its condition existing prior to the initiation of repairs or maintenance, at Grantee's sole expense.

12. **Grantor's Right to Relocate Easement.** The right of Grantor to relocate the Easement is permissive, rather than mandatory, and may be accomplished at such time as the Grantor elects. Provided, however, that once Grantor undertakes to accomplish such relocation, then the same shall be carried out expeditiously, so as to minimize disruption of the Grantee's business.

13. **Extinguishment of Rights in Existing Easement.** Upon completion of relocation of the driveway and any utilities, then Grantee, or its successors in interest, agrees that its rights in the 60-foot easement running east-west, the center line of which is straddling the northerly boundary of Tract D of MV-12-75 shall be extinguished, automatically. Grantee agrees to execute any and all documents reasonably necessary to confirm the termination of said Easement, if required.

14. **Dispute Resolution.**

14.1. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS (Judicial Arbitration and Mediation Services), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 14.5 below.

14.2. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested.

14.3. The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

14.4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

14.5. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire.

14.6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the requirements of Paragraph 14.3 above.

14.7. The Arbitrator shall have the power, not only to decide the outcome in the event of a dispute, but to provide for equitable remedies in order to achieve reasonable fairness when circumstances dictate, in the sole discretion of the arbitrator. This shall include the right to order Partition or sale of the property by a referee if neither Party is willing or capable of purchasing the interest of the other. The decision of the Arbitrator shall be binding and non-appealable, except for cases of manifest abuse of discretion.

14.8. If any Party to this Agreement takes any action against any other Party related to the terms of this Agreement, then the prevailing Party shall be entitled to a reasonable sum for attorneys' fees, expenses and costs from the other Party.

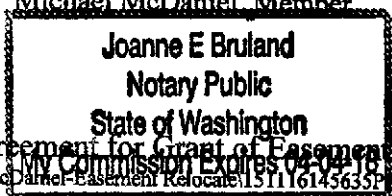
15. **Venue.** Venue shall be in Skagit County with regard to any matters arising under this Agreement.

16. **Integration.** This Agreement sets forth the entire understanding between the parties regarding the subject matter set forth herein and there are no other agreements, whether oral or written. All prior discussions regarding the subject matter are merged into this Agreement.

DATE: 1-14, ~~2015~~ ²⁰¹⁶

Grantor: Vigor Enterprises, LLC


By: Michael McDaniel, Member



DATE: 1-25, 2016⁵

Grantee: Innovative Car-Wash Systems, LLC


By: Bradley W. Watson, Member

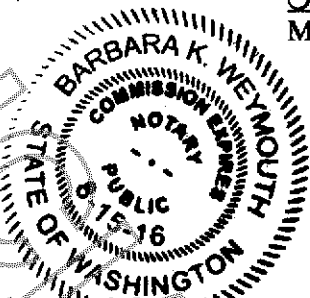
State of Washington)
)ss
County of Skagit)

Joanne E Bruland
Notary Public
State of Washington
My Commission Expires 04-04-18

I certify that I know or have satisfactory evidence that Michael McDaniel is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Vigor Enterprises, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: January 14, 2016

Joanne E Bruland
Joanne E Bruland, Notary Public
My commission expires 4/4/18



State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Bradley W. Watson is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Innovative Car-Wash Systems, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

DATED: January 25, 2016

Barbara K. Weymouth
Barbara K. Weymouth, Notary Public
My commission expires 8/15/16

LENDER'S CONSENT AND SUBORDINATION

The undersigned, being the holder of the beneficial interest in that certain Deed of Trust entered into by Innovative Car-Wash Systems, LLC as Grantor; Chicago Title Company, as Trustee; and Whidbey Island Bank, as Beneficiary; recorded under Auditor File No. 200906290214, records of Skagit County. The holder of the beneficial interest does hereby consent to the above agreement between Vigor Enterprises, LLC and Innovative Car-Wash Systems, LLC; subordinates the said Deed of Trust to the easement established on the face of the said plats upon relocation by Vigor Enterprises, LLC; and agrees to partially reconvey under its Deed of Trust the easements rights created on the face of the short plats in order to complete release of the portion of the Easement described in Paragraph 13, herein above, upon payment of its reconveyance fee.

DATE: January 25, 2016


Heritage Bank

Rod Cann
By: Rod Cann
Title: SUP

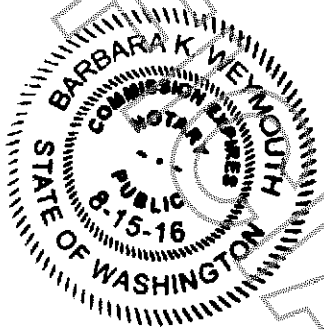
State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Rod Cann is the person who appeared before me; that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged as (title) SVP of Heritage Bank, to be the free and voluntary act of said party for the uses and purposes contained in the instrument.

DATED: January 25, 2018



Barbara K. Weyman, Notary Public
My commission expires 8/15/16



Mount Vernon Cityview Map

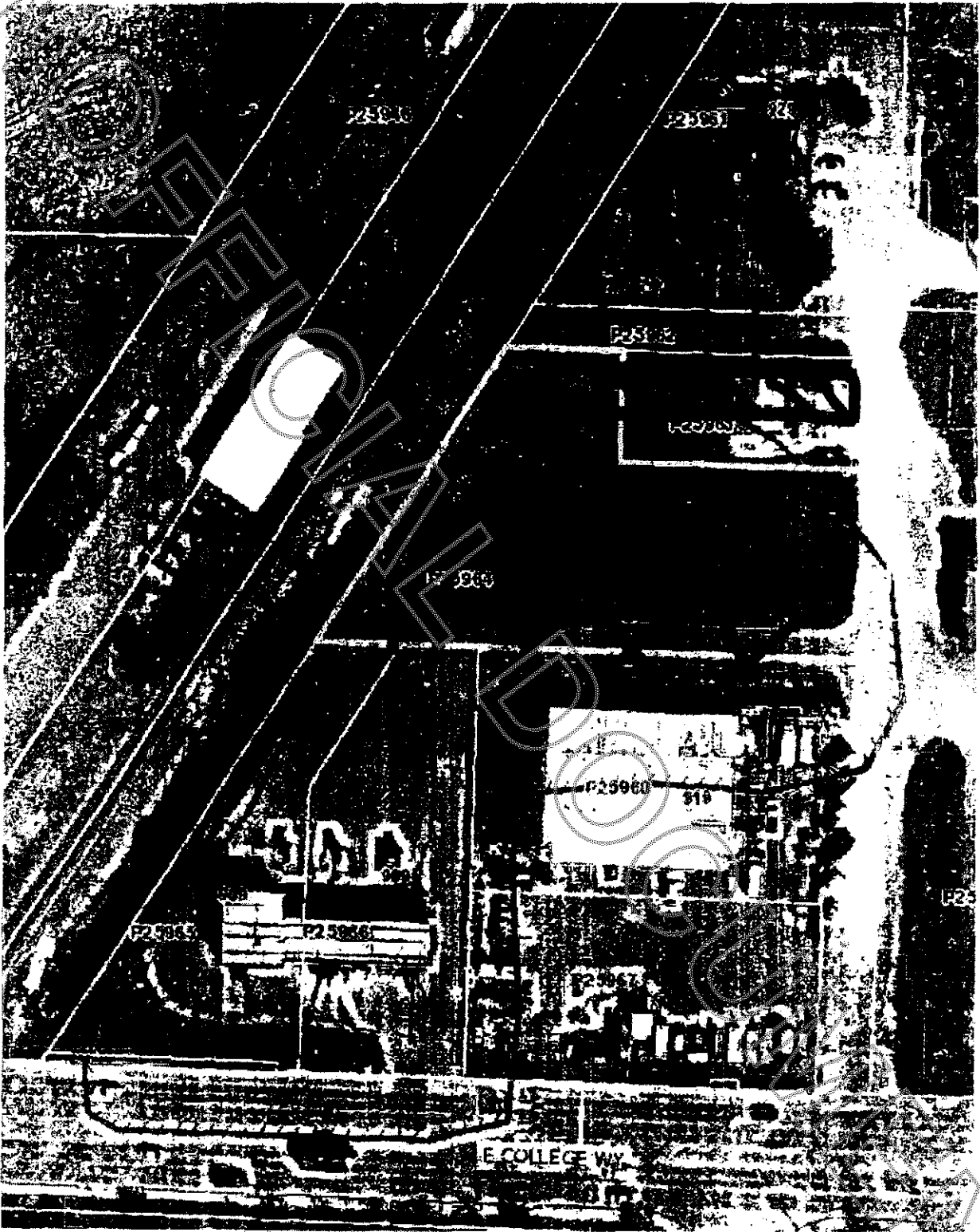


EXHIBIT A