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Skagit County Auditor

\$77.00

4/14/2016 Page

1 of

5 3:04PM

After recording return to:

Shropshire Law Firm, PLLC  
1223 Commercial Street  
Bellingham, WA 98225

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

APR 14 2016

LAND TITLE OF SKAGIT COUNTY

154491-OE

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

DOCUMENT TITLE: Non-Exclusive Ingress, Egress and Utilities Easement Agreement

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTORS: George J. Theodoratus and Lois M. Theodoratus

GRANTEE: Concrete Business Park LLC

ABBREVIATED LEGAL DESCRIPTIONS: Block 4, Grassmere, tog w/vacated Third Ave West (Vol 3, Pg 67)  
Lots 1-20, Blk 3, & Lots 1-5, Blk 6, Grassmere (Vol 3, Pg 67)

ASSESSOR'S TAX PARCEL NUMBERS: P70940/4065-004-000-0006, P70938/4065-003-020-004  
P117468/4065-006-017-0000

**NON-EXCLUSIVE INGRESS, EGRESS, AND UTILITIES EASEMENT AGREEMENT**

This Non-Exclusive Ingress, Egress, and Utilities Easement Agreement ("Agreement"), is made and entered into by and between George J. Theodoratus and Lois M. Theodoratus, husband and wife ("Grantors"), and Concrete Business Park LLC, a Washington limited liability company ("Grantee").

**RECITALS:**

1. Grantors and Grantee are the owners in fee simple of real property legally described in Exhibit A.
2. Grantors wish to grant and Grantee wishes to receive an easement over, on and across the portions of Grantors' property hereinafter referred to as the "Easement Area." (A depiction of the Easement Area is set forth and incorporated by Exhibit B.)

NOW THEREFORE, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties further agree as follows:

1. **INTENT AND PURPOSE.** The intent and purpose of this Agreement is to perpetually burden the Easement Area and grant the associated rights to the full extent described below.
2. **GRANT OF THE EASEMENT.** Grantors hereby grant Grantee a perpetual, non-exclusive easement over, under, on and across the Easement Area necessary and proper for access and utilities to and from Grantee's property. The Easement Area shall be and is hereby limited to the area depicted in Exhibit B. Grantors further grant Grantee the right to take any and all reasonably necessary and proper actions to maintain the Easement Area at Grantee's sole expense, so long as doing so does not increase the size or scope of the Easement Area. To protect Grantee's rights hereunder, Grantors, their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives and legal representatives are hereby prohibited from constructing any improvement or structure within the Easement Area, which would impair or impede Grantee from using the Easement Area for access and utility purposes. This Agreement shall at all times be considered and is hereby deemed appurtenant to Grantee's property.

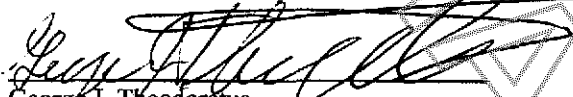
3. **RUNNING OF BENEFITS AND BURDENS.** The provisions of this Agreement, including the benefits and burdens, shall be construed to run with the land and be binding upon and inure to the benefit and or burden of the parties, their heirs, assigns, licensees, invitees, successors, tenants, employees, personal representatives and legal representatives.

4. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or arbitration between the parties to this Agreement arising out of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs (not just statutory) from the non-prevailing party(ies), including on appeal.

5. **EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS.** The parties agree to execute any and all necessary documents to accomplish the intent and purpose of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this 12th day of April, 2016.


GRANTORS:

  
George J. Theodoratus

  
Lois M. Theodoratus

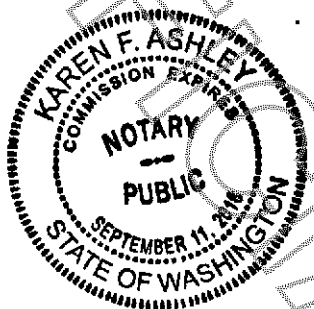
GRANTEE:

Concrete Business Park LLC

  
By: Darlene Hanson, Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 24 day of April 2016, before me personally appeared George J. Theodoratus and Lois M. Theodoratus, to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act, acknowledging due authority for same, for the uses and purposes therein mentioned.

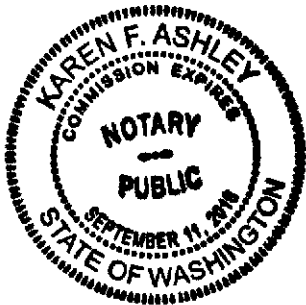


Karen Ashley  
Notary Public in and for the state of Washington  
Residing at: Sedro-Woolley  
My commission expires: 9-11-2018

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Darlene Hanson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as the Manager of Concrete Business Park LLC, a Washington limited liability company pursuant to the provisions of the Operating Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in said instrument.

DATED THIS 14 day of April 2016.



Karen Ashley  
Notary Public in and for the state of Washington  
Residing at: Sedro-Woolley  
My commission expires: 9-11-2018

EXHIBIT A  
(Legal Descriptions)

GRANTORS' PROPERTY:

Parcel No. 4065-004-000-0006

Block 4, "Grassmere", as per the plat recorded in Volume 3 of Plats, Page 67, records of Skagit County, Washington.

Except the South 115 feet thereof.

Together with that portion of vacated Third Avenue West, as vacated by Town of Concrete Ordinance No. 313 lying Northerly of a line drawn 115 feet North of the North line of Pine Street, and South of the South line of Fir Street, "Grassmere", as per the plat recorded in Volume 3 of Plats, Page 67, records of Skagit County, Washington.

Except the South 115 feet thereof.

GRANTEE'S PROPERTY:

Parcel Nos. 4065-003-020-004 and 4065-006-017-0000

Parcel "A":

Lots 1 through 20, inclusive, Block 3, "Grassmere," as per the plat recorded in Volume 3 of Plats, page 67, records of Skagit County, Washington

Together with all of the vacated alley within said Block as vacated by Ordinance No. 271, recorded January 18, 1984, under Auditor's File No. 8401180031, records of Skagit County, Washington.

Also, together with the North 1/2 feet of vacated Pine Street adjacent to Lots 11 through 20, inclusive, as vacated by Ordinance No. 396, recorded March 28, 1996, under Auditor's File No. 9603280048, records of Skagit County, Washington.

Except that portion of Lots 1 through 4, inclusive, of said Block 3, conveyed to the Town of Concrete by deed recorded January 3, 2000, under Auditor's File No. 200001030002, records of Skagit County, Washington.

Situate in the Town of Concrete, County of Skagit, State of Washington.

Parcel "B":

Lots 1 through 5, inclusive, Block 6, "Grassmere," as per the Plat recorded in Volume 3 of Plats, Page 67, records of Skagit County, Washington.

Together with the vacated South 1/2 of Pine Street adjacent thereof, as vacated by the Town of Concrete Ordinance Nos. 397 and 399, recorded March 28, 1996, under Auditor's File Nos. 9603280049 and 9603280051, respectively, records of Skagit County, Washington.

Situate in the Town of Concrete, County of Skagit, State of Washington.

EXHIBIT B  
(Depiction of Easement Area)

EASEMENT  
AREA

