

AFTER RECORDING RETURN DOCUMENT TO:
M. B. Boulos
1440 Admiral Place
Ferndale, WA 98248-8965



201606100064

Skagit County Auditor \$78.00
6/10/2016 Page 1 of 6 11:39AM

POOR ORIGINAL

DOCUMENT TITLE: **PARKING AND ACCESS EASEMENT**

GRANTORS: **MICHAEL PATRICK AIKEN**

GRANTEES: **KS PARK L.L.C.**

LEGAL DESCRIPTION: **Ptn. NW-NW 17-34-4**

PARCEL NUMBER(S): **P25851 and P102726**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

easement

JUN 10 2016

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

CHICAGO TITLE
620026780

PARKING AND ACCESS EASEMENT

THIS PARKING AND ACCESS EASEMENT (this "Easement") is made and entered into by and between Michael Patrick Aiken and KS Park L.L.C. and is effective as of the acknowledged below. Hereinafter, Michael Patrick Aiken and KS Park L.L.C. may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, KS Park L.L.C. is the owner of real property commonly known as 2210 Riverside Drive in Mount Vernon, Washington, identified as Skagit County Parcel No. P25851 and legally described in **Exhibit A** hereto ("Property A"); and,

WHEREAS, Michael Patrick Aiken is the owner of the real property commonly known as 2204 Riverside Drive in Mount Vernon, Washington, identified as Skagit County Parcel No. P102726 and legally described in **Exhibit B** hereto ("Property B"); and,

WHEREAS, Michael Patrick Aiken executed two easements burdening and benefitting the properties respectively, which easements were recorded with the Skagit County Auditor under Nos. 200910050108, 200912110068; and,

WHEREAS, Michael Patrick Aiken sold Property A to KS Park L.L.C. with the understanding that the aforementioned easements would continue to benefit Property A; and,

WHEREAS, Grantor desires to confirm and grant to Grantee the Access and Utilities Easement and the Parking and Access Easement, all as set forth herein and in the attached **Exhibit A, Exhibit B, and Exhibit C.**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

GRANT OF EASEMENTS

1. **Recitals.** The above Recitals are a part of this Agreement, and the Parties represent and warrant that they are true and correct.
2. **Parking and Access Easement.** Grantor does hereby grant and convey to Grantee easements, which shall run with the land, for ingress and egress across Property B; and, for five (5) vehicle parking stalls, including vehicular access to and from a public street and the necessary pedestrian access associated with said usage on, over and across Property B, benefiting Property A, and depicted on the attached **Exhibit C** (the "Parking and Access Easement"). The easement created herein shall be perpetual.
5. **Running Covenants.** This Agreement is, and in all events shall be, understood to relate to the Burdened Property and the Benefitted Property and shall be deemed to be a covenant running with the land, and shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.
6. **Governing Law and Venue; Attorney's Fees.** Any dispute arising out of or relating to this Agreement shall be governed by the laws of the state of Washington, and venue shall lie exclusively in the Superior Court for the State of Washington, Skagit County. In any action commenced for any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its/his/her attorneys' fees from the other party.
7. **Entire Agreement.** This Agreement is a completely integrated document and shall supersede any prior or contemporaneous written or verbal agreements or understandings on the subject. This Agreement may not be modified except by written agreement of the Parties.
8. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any provision.

9. **Severability.** Invalidation of any of the provisions of this Easement by judgment or court order shall in my way affect any of the other provisions, which shall remain in full force and effect.

10. **Compliance with Laws and Rules.** The Parties shall at all times exercise their rights and obligations hereunder in accordance with the requirements of all applicable statutes, order, rules, and regulations of any public authority having jurisdiction.

11. **Recording.** The City shall record this Agreement with the Whatcom County Auditor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last authorized signature below.

EXECUTED this 27th day of May, 2016, by Michael Patrick Aiken.

[Handwritten Signature] Signature Michael Patrick Aiken Print Name

GRANTOR'S ACKNOWLEDGEMENT

STATE OF Arizona)
WASHINGTON)
COUNTY OF Mohave) ss.

I CERTIFY that I know or have satisfactory evidence that Michael Patrick Aiken signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

May 27, 2016
DATED
Sara Braniger
SIGNATURE OF NOTARY PUBLIC
Sara Braniger
NAME PRINTED
11-4-18
MY APPOINTMENT EXPIRES

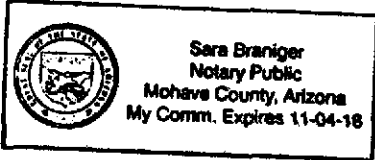


Exhibit A

Parcel # P 25851
2210 Riverside Drive

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the State Highway right of way along the West side of said subdivision, 858 feet South of the North line of said Section;
thence North along the East line of said Highway right of way, 99.56 feet to the true point of beginning;
thence East 140 feet;
thence South parallel to the East line of said Highway right of way 95 feet;
thence West to a point on the East line of said Highway right of way which is 95 feet South of the true point of beginning;
thence North along said East line to the true point of beginning.

EXCEPTING from all of the above, the West 10 feet as conveyed to the City of Mount Vernon by deed recorded August 15, 1985, under Auditor's File No. 850815008.

Situate in the County of Skagit, State of Washington.

Exhibit B

Parcel # P 102726
2204 Riverside Drive

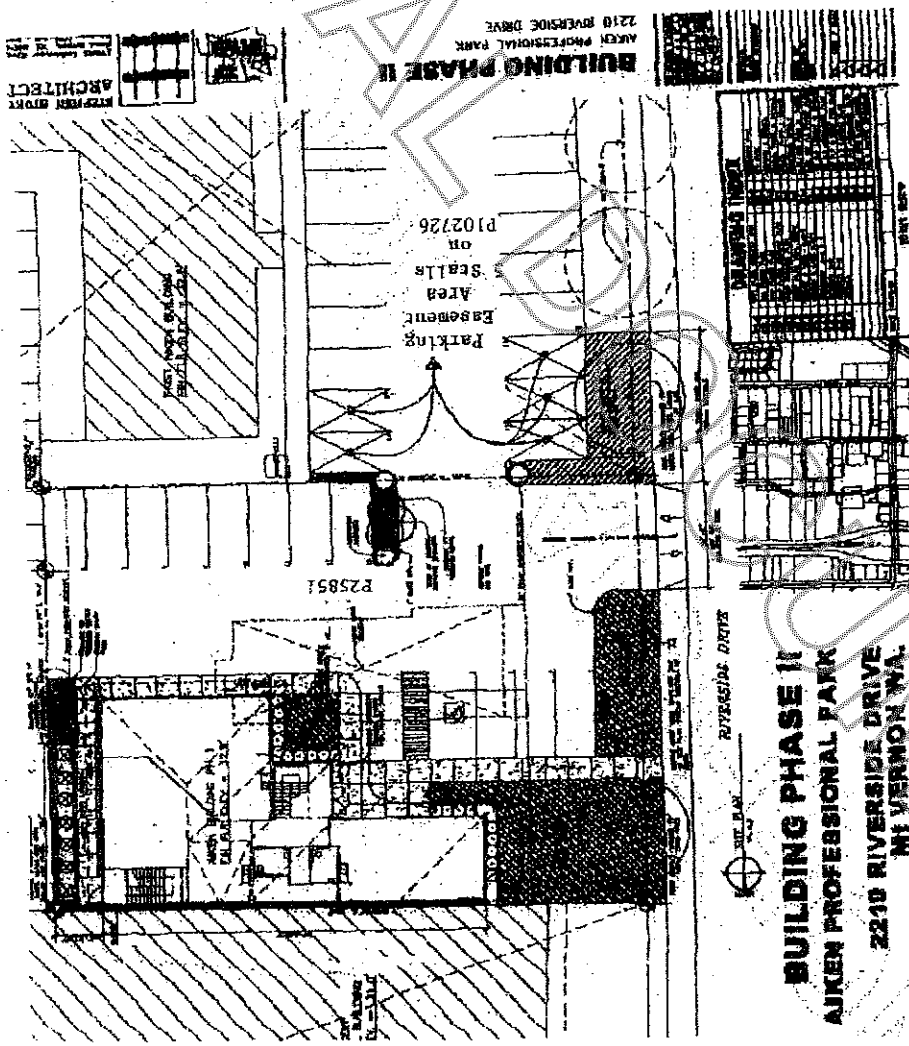
That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of the State Highway right of way along the West side of said Section 17, which is 858 feet South of the North line of said Section 17;
thence North $0^{\circ}39'30''$ West 4.56 feet along said Highway right of way line and parallel with the West line of said Section 17;
thence South $89^{\circ}39'30''$ East (called East in previous descriptions) 140.00 feet parallel with the North line of said Section 17;
thence North $0^{\circ}39'30''$ West 20.00 feet parallel with said East line of Highway right of way;
thence South $89^{\circ}39'30''$ East 62.00 feet parallel with said North line of Section 17;
thence South $0^{\circ}39'30''$ East 157.31 feet parallel with said East line of Highway right of way to the South line of a tract described in the deed to Lloyd V. Holmes and Rowena Holmes, husband and wife, recorded November 18, 1941 in Volume 185 of Deeds, page 251, records of Skagit County, Washington;
thence North $89^{\circ}39'30''$ West 202.00 feet along said South line to the Southwest corner thereof which is on said East line of Highway right of way;
thence North $0^{\circ}39'30''$ West 132.75 feet along said East line to the point of beginning.

EXCEPT the West 10 feet thereof as conveyed to the City of Mount Vernon by deed recorded November 5, 1985, under Auditor's File No. 8511050004.

Situate in the County of Skagit, State of Washington.

Exhibit C



BUILDING PHASE II
AJKEN PROFESSIONAL PARK
2210 RIVERSIDE DRIVE
MT VERNON WA

UNOFFICIAL COMMENT