


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Brett Robbins
2133 East Section Street
Mount Vernon, WA 98274


201811280025
11/28/2018 10:51 AM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

EASEMENT

Grantor: BEARCAT INSPIRED, LLC, a Washington limited liability company

Grantee: BRETT ROBBINS, an unmarried individual

Abbreviated Legal: Ptn SE SE S20, T34N, R4E, W.M.

Additional Legals on pages: Exhibits A, B

Assessor's Tax Parcel Nos.: P26693, 340420-4-007-0200;
P26690, 340420-0-005-0007

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Assessment
NOV 28 2018
Amount Paid \$
Skagit Co. Treasurer
By *MAM* Deputy

I. DESCRIPTION OF PROPERTY

GRANTOR is the owner of certain real property situated in the City of Mount Vernon, Skagit County located at 2149 East Section Street, the legal description for which real property is attached as Exhibit "A" and incorporated herein by this reference (the "Bearcat Property").

GRANTEE owns real property located adjacent to the Bearcat Property. Grantee's property is located at 2133 East Section Street, Mount Vernon, Washington. The legal description for the Grantee's real property is attached as Exhibit "B" and incorporated herein by this reference (the "Robbins Property").

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED, BEARCAT INSPIRED, LLC, a Washington limited liability company, ("Grantor"), for and in consideration of resolving potential boundary line disputes and in consideration of the mutual covenants and conditions hereinafter set forth, the sufficiency of which consideration is hereby acknowledged, conveys and quit claims to

BRETT ROBBINS, an unmarried individual, ("Grantee"), easements over the Bearcat Property for continued use for that portion of Grantee's building and other improvements which encroach onto the Bearcat Property and are shown in that certain survey recorded under Skagit County Auditor's File Number 200906230044. The easements granted herein and the area of the easements shall be strictly limited to the following:

1. An exclusive easement for continued use of that portion of Grantee's building labeled as "Exist. House" (hereinafter referred to as the "Existing Structure") on the above referenced survey, which easement area is limited to the footprint of the Existing Structure as it is identified in the above referenced survey;
2. A non-exclusive easement over that portion of the Bearcat Property located within five (5) feet of the footprint of the Existing Structure for the limited purpose of maintenance and repair of the Existing Structure;
3. A non-exclusive easement for ingress, egress and parking over that portion of the Bearcat Property consisting of a triangle of the Bearcat Property containing a portion of the existing cement pad located adjacent to and immediately south of the Existing Structure, the base of which triangle is a line 2.8 feet in length and located on that portion of the south wall of the Existing Structure shown on the above referenced survey that encroaches onto the Bearcat Property and one side of the triangle being the line shown on the above referenced survey extending southerly from the southeast corner of the Existing Structure approximately 20 feet to the intersection of the boundary line between the Bearcat Property and the Robbins Property and the other side of the triangle being the boundary line between the Bearcat Property and the Robbins Property

III. GENERAL PROVISIONS

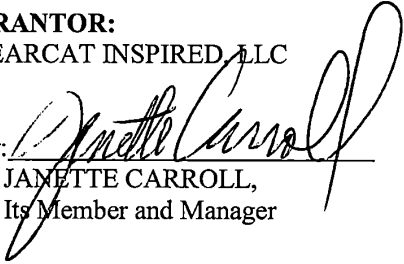
- 1) Grantors and Grantees hereby agree that the Bearcat Property and the Robbins Property are, and will be, held, sold and conveyed subject to, benefited by and burdened by this Agreement, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Bearcat Property and the Robbins Property or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the Bearcat Property and the Robbins Property.
- 2) Grantee agrees to indemnify and hold Grantor harmless from all liability, loss, damage, expense, action, or claim arising directly or indirectly on account of or out of acts or omissions of Grantee or Grantee's tenants, servants, agents, employees, contractors and invitees or any exercise of rights granted herein.
- 3) Grantee hereby waives any and all claims which now exist or which may hereafter arise, which arise out of or relate to Grantee's (including Grantee's predecessors in interest) use of all or any portion of the Bearcat Property, including but in no way limited to claims for adverse possession, prescriptive rights, laches, and/or estoppel, including, but in no way limited to, any

and all claims arising out of or related to use of the gravel and asphalt driveway located on the Bearcat Property and shown on the above referenced survey.

- 4) This Agreement and the easements granted herein shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the owners of Bearcat Property and the Robbins Property, or by the operation of law. However, in the event that the Existing Structure is demolished, destroyed, removed or otherwise ceases to encroach on the Bearcat Property, this Agreement and the easements granted herein shall immediately and automatically terminate.
- 5) The benefits, burdens, and covenants of this Agreement and 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.
- 6) The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 7) This Agreement shall be construed and governed by the laws of the State of Washington.
- 6) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- 7) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 8) The parties hereto consent to the jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

DATED this 26 day of November, 2018.

GRANTOR:
BEARCAT INSPIRED, LLC

By: 

JANETTE CARROLL,
Its Member and Manager

GRANTEE:



BRETT ROBBINS

State of Washington)
) ss
County of Skagit)

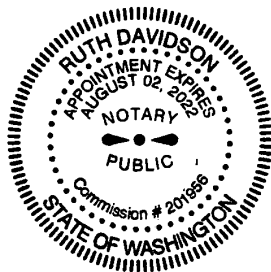
I certify that I know or have satisfactory evidence that BRETT ROBBINS is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 11/26/18
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/21

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JANETTE CARROLL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER and MANAGER of BEARCAT INSPIRED, 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: 11/27/18
[Signature]
(Signature)
NOTARY PUBLIC
RUTH DAVIDSON
Print Name of Notary
My appointment expires: 8/2/22

My appointment expires: 8/2/22

Exhibit "A"
Bearcat Property
(Legal Description)

PARCEL "A":

The South 215 feet to the center of right of way of the following described tract:

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of the road along the South line of said subdivision, commonly known as Section Street, said point being 297 feet East of the West line of the East 30 rods of said subdivision;

thence East along said North line to the West line of the East 30 feet of said subdivision, as conveyed to the City of Mount Vernon by Deed recorded under Auditor's File No. 869709 for LaVenture Street;

thence North along said West line 660 feet;

thence West to a point North of the point of beginning;

thence South to the point of beginning;

EXCEPT that portion conveyed to the City of Mount Vernon, Washington, described as follows:

Beginning at a point on the North line of the road along the South line of said subdivision, commonly known as Section Street, that is 20.00 feet West of the East subdivision line; thence North $1^{\circ}02'36''$ East, 140.00 feet along the West line of the LaVenture Road right of way as deeded to the City of Mount Vernon under Auditor's File No. 869709 records of Skagit County, Washington;

thence South $08^{\circ}58'24''$ West a distance of 108.72 feet;

thence South $39^{\circ}28'37''$ West a distance of 40.20 feet to a point on the North line of the road along the South line of said subdivision;

thence South $87^{\circ}46'48''$ East along said North line a distance of 40.00 feet to the point of beginning;

AND EXCEPT roads.

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

Exhibit "A"

Exhibit "B"
Robbins Property
(Legal Description)

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 34 North, Range 4 East, W.M., described as follows :

Beginning at a point on the North line of the County road along the South side of said subdivision, 215 feet East of the West line of the East 30 rods of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$
thence East on the North line of said road, 82 feet;
thence North 185 feet;
thence West 82 feet;
thence South 185 feet to the point of beginning .

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

Exhibit "B"