



201905150035

05/15/2019 11:46 AM Pages: 1 of 11 Fees: \$109.00
Skagit County Auditor

Filed for Record at request of
and return to:
Stiles Law Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284

CHICAGO TITLE

620037823

RECIPROCAL EASEMENT AGREEMENT

GRANTORS: SUMMERSUN ESTATES, LLC, a Washington limited liability corporation

GRANTEES: SUMMERSUN ESTATES, LLC, a Washington limited liability corporation

Abbreviated Legal Description: LOTS 9 & 10, PLAT OF SUMMERSUN ESTATES NO. 2
PL-18-049, RECORDED UNDER AF#201805220059, RECORDS OF SKAGIT COUNTY,
WASHINGTON

Skagit County Assessor's Tax Parcel Numbers: P134211; P134212

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
MAY 15 2019

Amount Paid \$
Skagit Co. Treasurer
By HB Deputy

**Filed for Record at request of
and return to:**

Stiles Law Inc., P.S.

P.O. Box 228

Sedro-Woolley, WA 98284

Grantors: SUMMERSUN ESTATES, LLC, a Washington limited liability corporation

Grantees: SUMMERSUN ESTATES, LLC, a Washington limited liability corporation

**Abbreviated: LOTS 9 & 10, PLAT OF SUMMERSUN ESTATES NO. 2 PL-18-049, RECORDED UNDER
AF#201805220059, RECORDS OF SKAGIT COUNTY, WASHINGTON**

APN # P134211; P134212

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "Easement Agreement") is made as of ^{May}~~April~~ 14, 2019 by and between **SUMMERSUN ESTATES, LLC**, a Washington limited liability corporation and as owner of Lot 9 more specifically described below, and **SUMMERSUN ESTATES, LLC**, a Washington limited liability corporation and as owner of Lot 10 more specifically described below (collectively the "**Parties**").

RECITALS

WHEREAS, **SUMMERSUN ESTATES, LLC** owns certain parcels of real property located in the City of Mount Vernon, Skagit County, Washington, known as Lots 9 and 10, Plat of Summersun Estates, recorded under AF#201805220059, (hereinafter referred to individually by their Lot #) and more separately and legally described as follows:

Lot 9 (P134211)

(0.2051 ac) LOT 9, PLAT OF SUMMERSUN ESTATES NO. 2 PL-18-049, RECORDED UNDER AF#201805220059, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Lot 10 (P134212)

(0.2604 ac) LOT 10, PLAT OF SUMMERSUN ESTATES NO. 2 PL-18-049, RECORDED UNDER AF#201805220059, RECORDS OF SKAGIT COUNTY, WASHINGTON.

WHEREAS, SUMMERSUN ESTATES, LLC as owner of both Lots 9 and 10 legally described above desires to grant Lot 9 and to grant Lot 10 reciprocal, perpetual, non-exclusive and mutually beneficial easements for ingress and egress, and the mutual maintenance thereof, over, across and through certain portions of Lots 9 and 10.

AGREEMENT

1. **Grant of Easements.** Subject to the terms hereof, SUMMERSUN ESTATES, LLC as owner of Lot 9, for and in consideration of the reciprocal easement granted below, hereby grants and conveys to SUMMERSUN ESTATES, LLC as owner of Lot 10 a perpetual, non-exclusive and mutually beneficial easement ("Lot 10 Easement") for ingress and egress over, across and through that certain portion of real property more specifically and legally described on Exhibit "A", attached hereto and incorporated herein by reference and graphically depicted on the Exhibit "C" attached hereto and incorporated herein by reference.

Subject to the terms hereof, SUMMERSUN ESTATES, LLC as owner of Lot 10, for and in consideration of the reciprocal easement granted above, hereby grants and conveys to SUMMERSUN ESTATES, LLC as owner of Lot 9 a perpetual, non-exclusive and mutually beneficial easement ("Lot 9 Easement") for ingress and egress over, across and through that certain portion of real property more specifically and legally described on Exhibit "B" and depicted on the attached Exhibit "C".

Both the Lot 9 Easement and the Lot 10 Easement shall be for the following purposes:

- a. For vehicular and pedestrian ingress to and egress from Lots 9 & 10 as and for the purpose of a shared driveway.
2. **Maintenance and Repair Obligations of Parties.** From and after the date of this Easement Agreement, except to the extent that such area might be operated and maintained by public authorities or utilities, the Parties shall equally, jointly and mutually perform or cause to be performed and pay all costs associated with all maintenance, repair and replacement of both the Lot 9 Easement and Lot 10 Easement areas.
3. **Definitions.** For purposes of this Easement Agreement the following definitions shall apply:
 - a. The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, tress, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open and available to the properties benefitted thereby.

4. **Successors and Assigns.** This Easement Agreement and the easements agreed to herein shall run with the land and shall be binding upon and shall inure to the benefit of all future owners of Lots 9 & 10 subject hereto, their heirs, successors and assigns.
5. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement Agreement. This Easement Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Easement Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Easement Agreement and the Exhibits attached hereto are incorporated herein by reference. The captions and headings of this Easement Agreement are for convenience only and shall not define, limit or describe the applicability, scope, meaning or intent of any provision of this Easement Agreement.

IN WITNESS WHEREOF, SUMMERSUN ESTATES, LLC as owner of both Lot 9 and Lot 10 has executed this Easement Agreement on the day and year written below.

By: Zakir H. Parpia
CZZR, LLC
Zakir H. Parpia – Member

5/14/19
Date

By: _____
JKW INVESTMENTS, LLC
Kim A. Woodmansee – Member

Date

By: Joseph D. Woodmansee
JKW INVESTMENTS, LLC
Joseph D. Woodmansee – Member

5/14/19
Date

By: Timothy M. Woodmansee
PLLT INVESTMENTS, LLC
Timothy M. Woodmansee – Member

5/14/19
Date

4. **Successors and Assigns.** This Easement Agreement and the easements agreed to herein shall run with the land and shall be binding upon and shall inure to the benefit of all future owners of Lots 9 & 10 subject hereto, their heirs, successors and assigns.
5. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement Agreement. This Easement Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Easement Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Easement Agreement and the Exhibits attached hereto are incorporated herein by reference. The captions and headings of this Easement Agreement are for convenience only and shall not define, limit or describe the applicability, scope, meaning or intent of any provision of this Easement Agreement.

IN WITNESS WHEREOF, SUMMERSUN ESTATES, LLC as owner of both Lot 9 and Lot 10 has executed this Easement Agreement on the day and year written below.

By: _____
CZZZR, LLC
Zahkir H. Parpia – Member

Date

By: Kim A. Woodmansee
JKW INVESTMENTS, LLC
Kim A. Woodmansee – Member

05/14/19
Date

By: Joseph D. Woodmansee
JKW INVESTMENTS, LLC
Joseph D. Woodmansee – Member

5/14/19
Date

By: Timothy M. Woodmansee
PLLT INVESTMENTS, LLC
Timothy M. Woodmansee – Member

5/14/19
Date

By: [Signature]
 PLLT INVESTMENTS, LLC
 Paul J. Woodmansee – Member

5/14/19
 Date

STATE OF WASHINGTON)
) ss.
 COUNTY OF ~~SKAGIT~~ KING)

I hereby certify that I know or have satisfactory evidence that M.V.W. [Signature] **Zahkir H. Parpia,** representative of **CZZZR, LLC** is the person who appeared before me, and acknowledged that he/she signed this instrument for the Corporation and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

MICHAEL D. VAN WAGNER
 STATE OF WASHINGTON
 NOTARY --- PUBLIC
 My Commission Expires 05-01-2021

Michael D. Van Wagner
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Woodinville
 Commission expires: 5-1-2021

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Kim A. Woodmansee and Joseph D. Woodmansee, representatives of JKW INVESTMENTS, LLC** are the people who appeared before me, and acknowledged that they signed this instrument for the Corporation and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

 NOTARY PUBLIC in and for the
 State of Washington
 residing at: _____
 Commission expires: _____

By: 
 PLLT INVESTMENTS, LLC
 Paul J. Woodmansee – Member

5/17/19
 Date

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)


I hereby certify that I know or have satisfactory evidence that **Zahkir H. Parpia**, representative of **CZZZR, LLC** is the person who appeared before me, and acknowledged that he/she signed this instrument for the Corporation and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

 NOTARY PUBLIC in and for the
 State of Washington
 residing at: _____
 Commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Kim A. Woodmansee and Joseph D. Woodmansee**, representatives of **JKW INVESTMENTS, LLC** are the people who appeared before me, and acknowledged that they signed this instrument for the Corporation and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.




 NOTARY PUBLIC in and for the
 State of Washington
 residing at: La Conner
 Commission expires: 2-9-23

STATE OF WASHINGTON

)

) ss.

COUNTY OF SKAGIT

)

I hereby certify that I know or have satisfactory evidence that **Timothy M. Woodmansee** and **Paul J. Woodmansee**, representatives of **PLLT INVESTMENTS, LLC** are the people who appeared before me, and acknowledged that they signed this instrument for the Corporation and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.


NOTARY PUBLIC in and for the

State of Washington

residing at: Commission expires: 2-9-23

Exhibit "A"**Ingress and egress easement**

A non-exclusive mutually beneficial easement for ingress and egress, and the maintenance thereof, over, under and across a portion of Lot 9, Plat of Summersun Estates No. 2, as per plat recorded under Skagit County Auditor's File Number 201805220059, for the mutual benefit of Lots 9 and 10 said Plat of Summersun Estates No. 2, being more particularly described as follows:

The South 10.00 feet (as measured perpendicular to the south line) of said Lot 9, Plat of Summersun Estates No. 1

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

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



4-24-19

Exhibit "B"**Ingress and egress easement**

A non-exclusive mutually beneficial easement for ingress and egress, and the maintenance thereof, over, under and across a portion of Lot 10, Plat of Summersun Estates No. 2, as per plat recorded under Skagit County Auditor's File Number 201805220059, for the mutual benefit of Lots 9 and 10 said Plat of Summersun Estates No. 2, being more particularly described as follows:

The North 10.00 feet (as measured perpendicular to the North line common with Lot 9) of the West 63.58 feet (as measured perpendicular to the Westerly most line of Lot 10) of said Lot 10, Plat of Summersun Estates No. 1

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

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



4-24-19

PLAT OF SUMMERSUN ESTATES 2
FOR SUMMERSUN ESTATES
SECTION 15 T. 34 N., R. 4 E., W.M.

PLAN STATUS

PLAT FILE

PLAT STATUS

DATE: 12/20/2010

BY: RAVNIK & ASSOCIATES, INC.

FOR: SUMMERSUN ESTATES 2

SECTION 15 T. 34 N., R. 4 E., W.M.

LOT 1: 0.2 Acres, 7632.0 S. 111.

LOT 2: 0.2 Acres, 7577.0 S. 111.

LOT 3: 0.2 Acres, 7645.3 S. 111.

LOT 4: 0.2 Acres, 7624.2 S. 111.

LOT 5: 0.2 Acres, 7655.8 S. 111.

LOT 6: 0.2 Acres, 7648.6 S. 111.

LOT 7: 0.2 Acres, 7610.5 S. 111.

LOT 8: 0.2 Acres, 7611.9 S. 111.

LOT 9: 0.2 Acres, 7613.8 S. 111.

LOT 10: 0.2 Acres, 7614.1 S. 111.

LOT 11: 0.2 Acres, 7508.0 S. 111.

LOT 12: 0.2 Acres, 7510.0 S. 111.

LOT 13: 0.2 Acres, 7621.0 S. 111.

OPEN SPACE TRACT: 99.75 S. 111 (2.28 AD).

LOT 9: 0.2 Acres, 7613.8 S. 111.

LOT 10: 0.2 Acres, 7614.1 S. 111.

LOT 11: 0.2 Acres, 7508.0 S. 111.

LOT 12: 0.2 Acres, 7510.0 S. 111.

LOT 13: 0.2 Acres, 7621.0 S. 111.

LOT 14: 0.2 Acres, 7621.0 S. 111.

LOT 15: 0.2 Acres, 7621.0 S. 111.

LOT 16: 0.2 Acres, 7621.0 S. 111.

LOT 17: 0.2 Acres, 7621.0 S. 111.

LOT 18: 0.2 Acres, 7621.0 S. 111.

LOT 19: 0.2 Acres, 7621.0 S. 111.

LOT 20: 0.2 Acres, 7621.0 S. 111.

LOT 21: 0.2 Acres, 7621.0 S. 111.

LOT 22: 0.2 Acres, 7621.0 S. 111.

LOT 23: 0.2 Acres, 7621.0 S. 111.

LOT 24: 0.2 Acres, 7621.0 S. 111.

LOT 25: 0.2 Acres, 7621.0 S. 111.

LOT 26: 0.2 Acres, 7621.0 S. 111.

LOT 27: 0.2 Acres, 7621.0 S. 111.

LOT 28: 0.2 Acres, 7621.0 S. 111.

LOT 29: 0.2 Acres, 7621.0 S. 111.

LOT 30: 0.2 Acres, 7621.0 S. 111.

LOT 31: 0.2 Acres, 7621.0 S. 111.

LOT 32: 0.2 Acres, 7621.0 S. 111.

LOT 33: 0.2 Acres, 7621.0 S. 111.

LOT 34: 0.2 Acres, 7621.0 S. 111.

LOT 35: 0.2 Acres, 7621.0 S. 111.

LOT 36: 0.2 Acres, 7621.0 S. 111.

LOT 37: 0.2 Acres, 7621.0 S. 111.

LOT 38: 0.2 Acres, 7621.0 S. 111.

LOT 39: 0.2 Acres, 7621.0 S. 111.

LOT 40: 0.2 Acres, 7621.0 S. 111.

LOT 41: 0.2 Acres, 7621.0 S. 111.

LOT 42: 0.2 Acres, 7621.0 S. 111.

LOT 43: 0.2 Acres, 7621.0 S. 111.

LOT 44: 0.2 Acres, 7621.0 S. 111.

LOT 45: 0.2 Acres, 7621.0 S. 111.

LOT 46: 0.2 Acres, 7621.0 S. 111.

LOT 47: 0.2 Acres, 7621.0 S. 111.

LOT 48: 0.2 Acres, 7621.0 S. 111.

LOT 49: 0.2 Acres, 7621.0 S. 111.

LOT 50: 0.2 Acres, 7621.0 S. 111.

LOT 51: 0.2 Acres, 7621.0 S. 111.

LOT 52: 0.2 Acres, 7621.0 S. 111.

LOT 53: 0.2 Acres, 7621.0 S. 111.

LOT 54: 0.2 Acres, 7621.0 S. 111.

LOT 55: 0.2 Acres, 7621.0 S. 111.

LOT 56: 0.2 Acres, 7621.0 S. 111.

LOT 57: 0.2 Acres, 7621.0 S. 111.

LOT 58: 0.2 Acres, 7621.0 S. 111.

LOT 59: 0.2 Acres, 7621.0 S. 111.

LOT 60: 0.2 Acres, 7621.0 S. 111.

LOT 61: 0.2 Acres, 7621.0 S. 111.

LOT 62: 0.2 Acres, 7621.0 S. 111.

LOT 63: 0.2 Acres, 7621.0 S. 111.

LOT 64: 0.2 Acres, 7621.0 S. 111.

LOT 65: 0.2 Acres, 7621.0 S. 111.

LOT 66: 0.2 Acres, 7621.0 S. 111.

LOT 67: 0.2 Acres, 7621.0 S. 111.

LOT 68: 0.2 Acres, 7621.0 S. 111.

LOT 69: 0.2 Acres, 7621.0 S. 111.

LOT 70: 0.2 Acres, 7621.0 S. 111.

LOT 71: 0.2 Acres, 7621.0 S. 111.

LOT 72: 0.2 Acres, 7621.0 S. 111.

LOT 73: 0.2 Acres, 7621.0 S. 111.

LOT 74: 0.2 Acres, 7621.0 S. 111.

LOT 75: 0.2 Acres, 7621.0 S. 111.

LOT 76: 0.2 Acres, 7621.0 S. 111.

LOT 77: 0.2 Acres, 7621.0 S. 111.

LOT 78: 0.2 Acres, 7621.0 S. 111.

LOT 79: 0.2 Acres, 7621.0 S. 111.

LOT 80: 0.2 Acres, 7621.0 S. 111.

LOT 81: 0.2 Acres, 7621.0 S. 111.

LOT 82: 0.2 Acres, 7621.0 S. 111.

LOT 83: 0.2 Acres, 7621.0 S. 111.

LOT 84: 0.2 Acres, 7621.0 S. 111.

LOT 85: 0.2 Acres, 7621.0 S. 111.

LOT 86: 0.2 Acres, 7621.0 S. 111.

LOT 87: 0.2 Acres, 7621.0 S. 111.

LOT 88: 0.2 Acres, 7621.0 S. 111.

LOT 89: 0.2 Acres, 7621.0 S. 111.

LOT 90: 0.2 Acres, 7621.0 S. 111.

LOT 91: 0.2 Acres, 7621.0 S. 111.

LOT 92: 0.2 Acres, 7621.0 S. 111.

LOT 93: 0.2 Acres, 7621.0 S. 111.

LOT 94: 0.2 Acres, 7621.0 S. 111.

LOT 95: 0.2 Acres, 7621.0 S. 111.

LOT 96: 0.2 Acres, 7621.0 S. 111.

LOT 97: 0.2 Acres, 7621.0 S. 111.

LOT 98: 0.2 Acres, 7621.0 S. 111.

LOT 99: 0.2 Acres, 7621.0 S. 111.

LOT 100: 0.2 Acres, 7621.0 S. 111.

LOT 101: 0.2 Acres, 7621.0 S. 111.

LOT 102: 0.2 Acres, 7621.0 S. 111.

LOT 103: 0.2 Acres, 7621.0 S. 111.

LOT 104: 0.2 Acres, 7621.0 S. 111.

LOT 105: 0.2 Acres, 7621.0 S. 111.

LOT 106: 0.2 Acres, 7621.0 S. 111.

LOT 107: 0.2 Acres, 7621.0 S. 111.

LOT 108: 0.2 Acres, 7621.0 S. 111.

LOT 10