



201910160092

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Skagit County Auditor

WHEN RECORDED RETURN TO:

SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, PLLC
900 DUPONT STREET
BELLINGHAM, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY

BT

DATE

10/16/19

Document Title: Shared Parking Easement Agreement
Grantor: E & R Management, LLC, a Washington limited liability company
Grantee: E & R Management, LLC, a Washington limited liability company
Abbreviated Legal: Ptn of SE ¼, NE ¼, Sec. 18, T34N, R4E
Assessor's Tax Parcel ID#: P26188 and P104774 and P26267

SHARED PARKING EASEMENT AGREEMENT

This SHARED PARKING EASEMENT AGREEMENT ("Agreement") is entered into as of this ____ day of October, 2019 by and between E & R Management, LLC, a Washington limited liability company ("Grantor") and E & R Management, LLC, a Washington limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Skagit County, Washington, being more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantor's Property");

WHEREAS, Grantee is the owner of that certain real property located in Skagit County, Washington, being more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Grantee's Property");

WHEREAS, the Grantor's Property and the Grantee's Property were the subject of a boundary line adjustment recorded at Skagit County Auditor's File Nos. 20191010090 and 20191010091; and 201910160089 (MAP).

WHEREAS, the Grantor's Property includes a multi-tenant building with a large parking lot;

WHEREAS, the Grantee's Property is currently vacant but Grantee plans to develop a multi-tenant commercial building on Grantee's Property;

WHEREAS, a previously recorded reciprocal easement agreement recorded at Skagit County Auditor's File No. 9404070075 affects a portion of Grantor's Property and Grantee's Property.;

WHEREAS, Grantor and Grantee desire to have the Grantor's Property and the Grantee's Property share all parking on their respective Parcels.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

1. Parking Easement. Grantor hereby grants and conveys to Grantee and their tenants, employees, agents and invitees, a non-exclusive easement over and across Grantor's Property for the purpose of parking within any parking areas. Grantee hereby grants and conveys to Grantor and their tenants, employees, agents and invitees, a non-exclusive easement over and across Grantee's Property for the purpose of parking within any parking areas. Included with these parking easements is the right of ingress and egress to and from any parking areas. It is the intention of the parties that any parking developed on the Grantor's Property or Grantee's Property shall be shared between the two properties.

2. Use. This Agreement allows the owners of both the Grantor's Property and the Grantee's Property and their respective successors and assigns, their tenants, employees, representatives, agents, licensees, visitors, and customers the unrestricted right to park within any paved parking areas located within Grantor's Property or Grantee's Property. In the exercise of these parking rights, the owners of each property shall not commit or permit any waste within any portion of the other party's property, or allow any use of the parking areas which is considered a nuisance or disturbs the quiet enjoyment of the adjacent property occupants or which violates any governmental restriction, limitation or prohibition. This Agreement shall apply to only constructed parking spaces within the Grantor's Property or the Grantee's Property. The Grantor and Grantee have the unrestricted right to change and modify the number of parking spaces or layout of parking spaces within their respective properties at their sole discretion.

3. Maintenance. The owners of the parcels that the respective parking area is located on shall be responsible for their own maintenance, repair and replacement of that parking area and any other paved areas that are the subject of this Agreement. The owners shall maintain the parking areas in such condition that the parking areas are in a workable and usable condition.

4. Indemnification. Grantor and Grantee waives and releases each other, and shall indemnify, defend, protect and hold each other harmless for, from and against any and all claims of liability for any injury or damage to any person or property arising from either party's use of the Grantor's Property or Grantee's Property, except where solely caused by the intentional act or gross negligence of the party. The parties shall further waive, release, indemnify, defend, protect and hold the other party harmless for, from and against any negligence or intentional act or omission on the part of that party or party's agents, contractors or employees, or invitees, and for, from and against all costs, attorney's fees, expenses and liabilities incurred in defense of any such an action or proceeding brought thereon.

5. Previous Easement. As mentioned in the Recitals, portions of the Grantor's Property and Grantee's Property are subject to a reciprocal easement agreement that includes parking rights. Nothing in this Agreement is intended to extinguish or interfere with any rights or obligations created in that document.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the representatives, successors and assigns, and upon any person acquiring the Grantor's Property or the Grantee's Property, or any interest therein, whether by operation of law or otherwise.

7. General Provisions.

A. Time of the Essence. Time is of the essence in the performance of this Agreement.

B. Entire Agreement. There are no other verbal or other agreements which modify or affect this Agreement.

C. Benefit. The provisions in this Agreement shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the parties hereto.

D. Notices. All notices or demands to be given by each party to the other pursuant to this Agreement and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the address on file with the Skagit County Assessor as the owner of the property. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

E. Execution of Documents. The parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Agreement.

F. Severability. If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.


G. Applicable Law. This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Agreement or the property.

H. The failure of any party to insist upon strict performance of any of the provisions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the other party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.


GRANTOR:

E & R MANAGEMENT, LLC


By: Edward Hansen, Its Member

GRANTEE:

E & R MANAGEMENT, LLC


By: Edward Hansen, Its Member

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this 11 day of October, 2019, before me personally appeared Edward Hansen, to me known to be the authorized representative of E & Management, LLC, the company that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

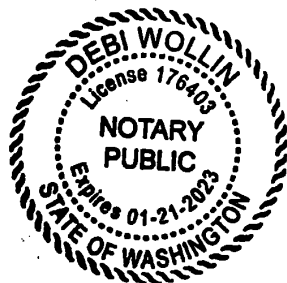


Debi Wollin
 PRINTED NAME: Debi Wollin
 Notary Public in and for the State of Washington,
 residing at Custer, WA
 My commission expires: 1/21/23

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

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Debi Wollin
 PRINTED NAME: Debi Wollin
 Notary Public in and for the State of Washington,
 residing at Custer, WA
 My commission expires: 4/21/23 1/21/23

"EXHIBIT A"

Grantor's Property

LOT 2 – E & R Management Boundary Line Adjustment

TRACT A, CITY OF MOUNT VERNON SHORT PLAT NO. MV-3-79 AS PER THE MAP THEREOF A.F. NO. 7904270002, RECORDS OF SKAGIT COUNTY, TOGETHER WITH THE EAST 200.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTH 67.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M LYING EAST OF THE WEST LINE OF THE EAST 329.64 FEET THEREOF.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MT. VERNON BY DEED RECORDED FEBRUARY 27, 1997 UNDER AUDITOR'S FILE NO. 9702270002 RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN SKAGIT COUNTY, WASHINGTON

“EXHIBIT B”

Grantee's Property

LOT 1 – E & R Management Boundary Line Adjustment

THE EAST 99.64 FEET OF TRACT B, CITY OF MOUNT VERNON SHORT PLAT NO. MV-3-79 AS PER THE MAP THEREOF A.F. NO. 7904270002, RECORDS OF SKAGIT COUNTY, TOGETHER WITH THE WEST 99.64 FEET OF THE SOUTH 60.00 FEET OF THE NORTH 67.00 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING EAST OF THE WEST LINE OF THE EAST 329.64 FEET THEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON