



202010080015

10/08/2020 08:39 AM Pages: 1 of 16 Fees: \$118.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

After recording, return to:

Michael A. Winslow
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, WA 98273

OCT 07 2020

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

Grantor:	Agate Two, L.L.C., a Washington limited liability company
Grantee:	LRW Properties, L.L.C., a Washington limited liability company
Legal Description:	Lot 1, Blk 133, "first Add to Burlington, Skagit Co., Wash."; Lots 11 and 12, Block 7, "Knutzen's Add to the Town of Burlington" Ptn of Lot 2, Blk 134, "First Add to Burlington" Complete legals contained on Pages 8 and 9 Lot 3, Blk 134, "First Add to Burlington"
Tax Parcel Nos.:	P72182 / 4077-133-001-0008; P72739 / 4089-007-012-0007 P72188 / 4077-134-002-0104 P72189 / 4077-134-003-0004

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as the 28th day of September, 2020, by and between Agate Two, L.L.C., a Washington limited liability company ("Agate Two"); and LRW Properties, L.L.C., a Washington limited liability company, ("LRW"). NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, LRW and Agate Two hereby agree as follow:

I.
PROPERTIES OF THE PARTIES

1.1 Property of Agate Two. Agate Two is the owner of the real property legally described on the attached Exhibit "A" (the "Agate Two Parcel").

1.2 Property of LRW. LRW is the owner of the real property legally described on the attached Exhibit "B" (the "LRW Parcels"). The LRW Parcels consist of Skagit County Tax Parcel Nos. P72739 ("LRW Parcel A"); P72188 ("LRW Parcel B"); and P72189 ("LRW Parcel C").

II. EASEMENTS

2.1 Reciprocal Easement. Agate Two hereby grants and conveys to LRW, and LRW hereby grants and conveys to Agate Two, a reciprocal easement over and across the real property legally described on the attached Exhibit "C" and depicted on the attached Exhibit "G" (the "Reciprocal Easement"). The Reciprocal Easement shall mutually benefit the Agate Two Parcel and the LRW Parcels and may be used by all vehicles at all times for ingress, egress and access to the Agate Two Parcel and LRW Parcels; provided, that vehicles and equipment shall not be parked within the easement area so as to unreasonably interfere with access. It is understood that during times of high traffic, it may be necessary to park vehicles and/or trucks within the Reciprocal Easement for staging, loading and unloading, but such parking shall not completely block access through the gate located on the west boundary of the Reciprocal Easement.

2.2 Agate Two Loading Easement. LRW hereby grants and conveys to Agate Two, its successors and assigns, a non-exclusive easement over and across a portion of LRW Parcel C legally described on the attached Exhibit "D" and depicted on the attached Exhibit "G" (the "Agate Two Loading Easement"). The Agate Two Loading Easement benefits the Agate Two Parcel and may be used for forklift access to load trucks temporarily parked on the Agate Two Parcel. The owner and tenants of the LRW Parcels shall not store materials, nor shall vehicles be parked within the Agate Two Loading Easement on a long-term basis. The owner and tenants of LRW Parcels may load and unload vehicles within the Agate Two Loading Easement; provided such use does not interfere with Agate Two's use of the Agate Two Loading Easement.

2.3 LRW Access Easement. Agate Two hereby grants and conveys to LRW, its successors and assigns, a non-exclusive easement over and across a portion of the Agate Two Parcel legally described on the attached Exhibit "E", and depicted on the attached Exhibit "G" (the "LRW Access Easement"). The LRW Access Easement benefits LRW Parcel C and may be used by trucks at all times for ingress, egress and access to LRW Parcel C; provided, the owners, tenants and invitees of the Agate Two Parcel shall not park vehicles and equipment within the LRW Access Easement so as to unreasonably interfere with LRW's access to the LRW Access Easement. It is understood that during times of high traffic, it may be necessary for Agate Two, its tenants, and invitees to park trucks within the LRW Access Easement for loading and unloading, but such temporary parking shall reasonably accommodate access to the commercial doors on the south side of the building located on LRW Parcel C.

2.4 LRW Semi-Truck Access Easement. Agate Two hereby grants and conveys to LRW, its successors and assigns, a non-exclusive easement over and across a portion of the Agate Two Parcel legally described on the attached Exhibit "F", and depicted on the attached Exhibit "G" (the "LRW Semi-Truck Access Easement"). The LRW Semi-Truck Access Easement benefits LRW Parcel C and is to be used for the sole purpose of ingress and egress by semi-trucks to the commercial doors on the south side of the building located on LRW Parcel C. Agate Two and its tenants may park and load vehicles within the LRW Semi-Truck Access Easement; provided that upon four hours' notice from the owner or tenants of LRW Parcel C, the LRW Semi-Truck Access Easement will be cleared by the owners or tenants of the Agate Two Parcel for semi-

truck access to the commercial doors on the south side of the building located on LRW Parcel C.

2.5 Easements. The Reciprocal Easement, the Agate Two Loading Easement, the LRW Access Easement and the LRW Semi-Truck Access Easement will be collectively referred to in this Agreement as the "Easements".

III. MAINTENANCE AND OPERATION

3.1. LRW Maintenance. LRW shall supervise, operate, manage, police, repair, replace and maintain the portion of the Easements located on LRW Parcel and all reasonable costs and expenses shall be borne equally by Agate Two and LRW. Agate Two shall pay its share of the costs and expenses within fifteen (15) days of receipt by Agate Two of invoices for such maintenance and repairs.

3.2. Agate Two Maintenance. Agate Two shall supervise, operate, manage, police, repair, replace and maintain the portion of the Easements located on the Agate Two Parcel, and all reasonable costs and expenses shall be borne equally by Agate Two and LRW. LRW shall pay its share of the costs and expenses within fifteen (15) days of receipt by LRW of invoices for such maintenance and repairs.

3.3. Indemnification. Unless caused by the negligence or willful misconduct of the other, or its agents, invitees or contractors, the parties hereto agree to indemnify and hold the other harmless from and against any and all liability, cost and expense arising out of the use of the driveway areas.

IV. EFFECT OF AGREEMENT

4.1. Mortgage Liens. Any mortgage or deed of trust entered into on or after the date of this Agreement and affecting any portion of the subject Parcels shall at all times be subject and subordinate to the terms of this Agreement, and any person or entity foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title to such premises subject to all of the terms of this Agreement.

4.2. Effect on Transfer. Any transferee of any part of the Agate Two Parcel or LRW Parcels shall automatically be deemed, by acceptance of title, to have assumed all obligations of this Agreement relating thereto and to have agreed with the then owners of all other portions of said Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. If any transferor shall expressly condition the transfer of its interest in such portion of its Parcel on the assumption by its transferee of the obligations imposed on such transferor, such transferor shall on the completion of such transfer be relieved of all further liability under this Agreement except such liability as may have arisen during its period of ownership of the portion so conveyed and which remains unsatisfied.

4.3. No Dedication for Public Benefit. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns, that nothing in this Agreement, expressed or implied, shall confer on any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

V. REMEDIES

5.1. Time for Cure. If any party to this Agreement shall default in its performance of its obligations herein, then each other party shall, in addition to all other remedies it may have in law or in equity, have the rights granted under this section V "Remedies". Unless otherwise provided in this Agreement, no party shall be deemed in such default until it shall have been given written notice describing the nature of such default, and within ten (10) days after the receipt of such notice (except in the case of an emergency), shall have failed to commence to cure such default and to proceed diligently to complete the curing of such default as soon as possible. In an emergency the notice shall so state, and the cure or the diligent effort to commence and complete said cure must be accomplished with all reasonable haste.

5.2. Performance and Reimbursement. If the so notified party has failed to cure or commence curing and expeditiously complete curing within said period, then any other party shall have the right to perform such obligation on behalf of the defaulting party, and be reimbursed by the defaulting party for the cost thereof, together with interest at the prime rate published by the *Wall Street Journal* plus two percent (2%), plus reasonable collection fees including but not limited to attorney fees and expert witness costs should legal assistance be reasonably required. Said costs and expenses shall become an enforceable lien against the defaulting parties' parcel(s).

5.3. Relief Upon Breach. In the event of a breach, or attempted or threatened breach, of any of the obligations of this Agreement, the parties hereto shall be entitled forthwith to (i) obtain an injunction to specifically enforce the performance of such obligation, the parties hereby acknowledging the inadequacy of the legal remedies and the irreparable harm which would be caused by such breach; and/or (ii) to relief by all other available legal and equitable remedies from the consequences of such breach.

5.4. Delay and Effect of Waiver. No delay or omission of either party in the exercise of any right accruing upon any default of the other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default, provided however that any right of reimbursement may be enforced at any time allowed by the appropriate statute of limitations. A waiver by either party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other party, shall not be construed to be a waiver of any subsequent breach of or default in the same or any other

provision of this Agreement. No remedy provided herein shall be exclusive and each shall be cumulative with all other remedies provided in this Agreement and at law or in equity.

5.5. Effect of Breach. It is expressly agreed that no breach of the provisions of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement; but such limitation shall not affect, in any manner, any other rights or remedies which either party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall cause a defect in or render invalid any mortgage or deed of trust made in good faith and for value covering any part of any Parcel covered by this Agreement and/or any improvements thereon. The provisions of this Agreement shall be binding upon and effective against any owner of any covered Parcel or any portion thereof, whose title is acquired by trustee's sale or any grantee by deed in lieu of foreclosure or trustee's sale.

VI. DISPUTE RESOLUTION

The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. Accordingly, any such disputes shall be resolved as follows:

6.1 Mediation. Each Party is required to immediately notify the other Parties, in writing, of each and every dispute or disagreement arising out of or related to this Agreement. Upon such written notification, the Parties shall, as soon as practicable but in no event longer than five (5) days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all Parties. If the Parties cannot resolve the dispute as provided in this paragraph, the dispute shall be resolved as set forth below:

6.2 Arbitration. If any such dispute identified above is not resolved within ten (10) days from notification of such dispute, the matter shall be transferred for resolution through **binding non-appealable** arbitration pursuant to a RCW 7.04A. The party wishing to have the dispute referred to binding arbitration shall provide written notice to each and every Party within ten (10) days following the meeting described in Section 6.1. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the Presiding Judge of the Skagit County Superior Court shall select the arbitrator at the first Friday Civil Calendar following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the procedures for the arbitration. The arbitration shall be heard in Burlington Washington within thirty (30) days from the date the non-filing party was provided notice of the arbitration, or at such other time as agreed by the parties. The decision of the arbitrator shall be binding and non-appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

VII.
NOTICES

Any notice or demand required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the third business day after it is mailed by registered or certified mail, return receipt requested, to the respective parties, addressed as follows, or to such other addresses as the parties may from time to time designate by Notice:

LRW Properties, L.L.C.
c/o Richard Watkins
37701 S. Desert Sun Drive
Tucson, AZ 85739

Agate Two, L.L.C.
Attn: Regan Walker-Sayres
1991 Division Street
Bellingham, WA 98226

With a copy to:
Mark A. Lackey
Belcher Swanson Law Firm, PLLC
900 Dupont Street
Bellingham, WA 98225

VIII.
MISCELLANEOUS

8.1. Runs with Land, Successors in Interest Bound. The terms of this Agreement shall constitute covenants running with the land, and such terms shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The easements granted herein shall be appurtenant to the benefited parcels.

8.2. No Additional Easements. Neither LRW nor Agate Two shall, subsequent to the date of this Agreement, grant additional easements of any type to any person, entity, or parcel for the benefit of parcels not including the LRW and Agate Two Parcels, which would unduly burden or adversely affect the easements granted herein.

8.3. Entire Understanding. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. No amendment of or supplement to this Agreement shall be valid or effective unless executed by the parties hereto, or their respective successors and assigns and recorded in the Records of Skagit County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

LRW PROPERTIES, L.L.C.

Richard Watkins
By: Richard Watkins, Member

Linda Watkins
By: Linda Watkins, Member

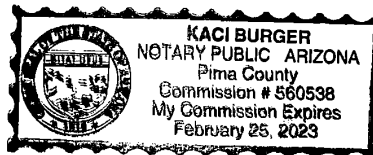
State of Arizona)

County of Pima)

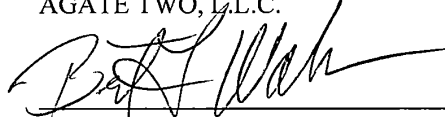
On this 28th day of September, 2020, before me personally appeared Richard Watkins and Linda Watkins, to me known to be the Members of LRW Properties, L.L.C., who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

Kaci Burger (Kaci Burger)
Notary Public for the State of Arizona,
residing at 10025 Norade Rd Ste 101
My commission expires 02/25/2023 Tucson AZ
85739



AGATE TWO, L.L.C.



By: Brent Walker, Member



By: Cheri Walker, Member

State of Washington)

)

County of Whatcom)

On this 23 day of September, 2020, before me personally appeared Brent Walker and Cheri Walker, to me known to be the Members of Agate Two, L.L.C., who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

Notary Public for the State of Washington
residing at BellinghamMy commission expires 01/10/2023

EXHIBIT "A"
AGATE TWO PARCEL

P72182

Lot 1, Block 133, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington.

EXHIBIT "B"
LRW PARCELS

LRW PARCEL A:

P72739

Lots 11 and 12, Block 7, "Knutzen's Addition to the Town of Burlington", as per Plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington, and that portion of the West 15 feet of the vacated, unnamed street to the East of said Lots that is adjacent to and abutting upon.

Together with the South 12.03 feet of Lot 10, Block 7, "Knutzen's Addition to the Town of Burlington", as per Plat recorded in Volume 3 of Plats, page 80, records of Skagit County, Washington.

Also together with the West 15 feet of the vacated, unnamed street to the East of said South 12.03 feet of said Lot 10 that is adjacent to and abutting upon.

Situate in the City of Burlington, County of Skagit, State of Washington.

LRW PARCEL B:

P72188

That portion of Lot 2, Block 134, "First Addition to Burlington", as per plat recorded in Volume 3 of Plats at page 11, records of Skagit County, Washington, and also that portion of the vacated street along the West line of said Lot 2, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2;

thence South 88°26'05" East along the South line of said Lot 2 a distance of 184.12 feet to the Westerly right of way line of the Burlington Northern Railroad;

thence North 6°53'24" West along said right of way line a distance of 59.04 feet;

thence North 88°26'18" West a distance of 175.88 feet to the East line of vacated street;

thence North 88°52'08" West a distance of 15.00 feet to the centerline of said vacated street;

thence South 1°07'52" West along said centerline a distance of 58.39 feet to a point which bears North 88°52'08" West from the Point of Beginning;

thence South 88°52'08" East a distance of 15.00 feet to the Point of Beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

LRW PARCEL C:

P72189

Lot 3, Block 134, "First Addition to Burlington", as per plat recorded in Volume 3 of Plats at page 11, records of Skagit County, Washington,

and that portion of the vacated unnamed street adjoining and abutting upon the Westerly boundary of said Lot and lying Northerly of the East extension of the South line of Block 7, "Knutzen's Addition to the Town of Burlington", as per Plat recorded in Volume 3 of Plats, page 80, which upon vacation reverted to said premises by operation of law.

Situate in the City of Burlington, County of Skagit, State of Washington.

**Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • environmental
909 Squallicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

EXHIBIT 'C'**RECIPROCAL EASEMENT DESCRIPTION – AREA #1**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 134, "FIRST ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS AT PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE WEST LINE THEREOF, NORTH 01°07'52" EAST, 15.00 FEET; THENCE DEPARTING SAID WEST LINE AND PARALLEL WITH THE SOUTH LINE OF SAID LOT, SOUTH 88°27'28" EAST, 60.00 FEET; THENCE PARALLEL WITH SAID WEST LINE, SOUTH 01°07'52" WEST, 30.00 FEET; THENCE PARALLEL WITH SAID SOUTH LINE, NORTH 88°27'28" WEST, 60.00 FEET, TO A POINT ON THE WEST LINE OF LOT 1 OF SAID PLAT; THENCE ALONG SAID WEST LINE, NORTH 01°07'52" EAST, 15.00 FEET TO THE POINT OF **BEGINNING**.

SITUATE IN THE CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON.





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EXHIBIT 'D'
AGATE TWO LOADING EASEMENT DESCRIPTION – AREA #2

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, BLOCK 134, "FIRST ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS AT PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE THERE, SOUTH 88°27'28" EAST, 60.00 FEET TO THE **POINT OF BEGINNING**; THENCE DEPARTING SAID SOUTH LINE AND PARALLEL WITH THE WEST LINE OF SAID LOT, NORTH 01°07'52" EAST, 15.00 FEET; THENCE PARALLEL WITH SAID SOUTH LINE, SOUTH 88°27'28" EAST, 90.00 FEET; THENCE PARALLEL WITH SAID WEST LINE, SOUTH 01°07'52" WEST, 15.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE, NORTH 88°27'28" WEST, 90.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON.





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EXHIBIT 'E'
LRW ACCESS EASEMENT DESCRIPTION – AREA #3

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 133, "FIRST ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS AT PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°27'28" EAST, 60.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 88°27'28" EAST, 90.00 FEET; THENCE DEPARTING SAID NORTH LINE AND PARALLEL WITH THE WEST LINE OF SAID LOT, SOUTH 01°07'52" WEST, 15.00 FEET; THENCE PARALLEL WITH SAID NORTH LINE, NORTH 88°27'28" WEST, 90.00 FEET; THENCE PARALLEL WITH SAID WEST LINE, NORTH 01°07'52" EAST, 15.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON.



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EXHIBIT 'F'**LRW SEMI-TRUCK ACCESS EASEMENT DESCRIPTION – AREA #4**

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 133, "FIRST ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS AT PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG THE NORTH LINE THEREOF, SOUTH 88°27'28" EAST, 150.00 FEET; THENCE DEPARTING SAID NORTH LINE AND PARALLEL WITH THE WEST LINE OF SAID LOT, SOUTH 01°07'52" WEST, 15.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 01°07'52" WEST, 30.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT, NORTH 88°27'28" WEST, 135.00 FEET; THENCE PARALLEL WITH SAID WEST LINE, NORTH 01°07'52" EAST, 30.00 FEET; THENCE PARALLEL WITH AND 15.00 FEET SOUTH OF SAID NORTH LINE, SOUTH 88°27'28" EAST, 135.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON.



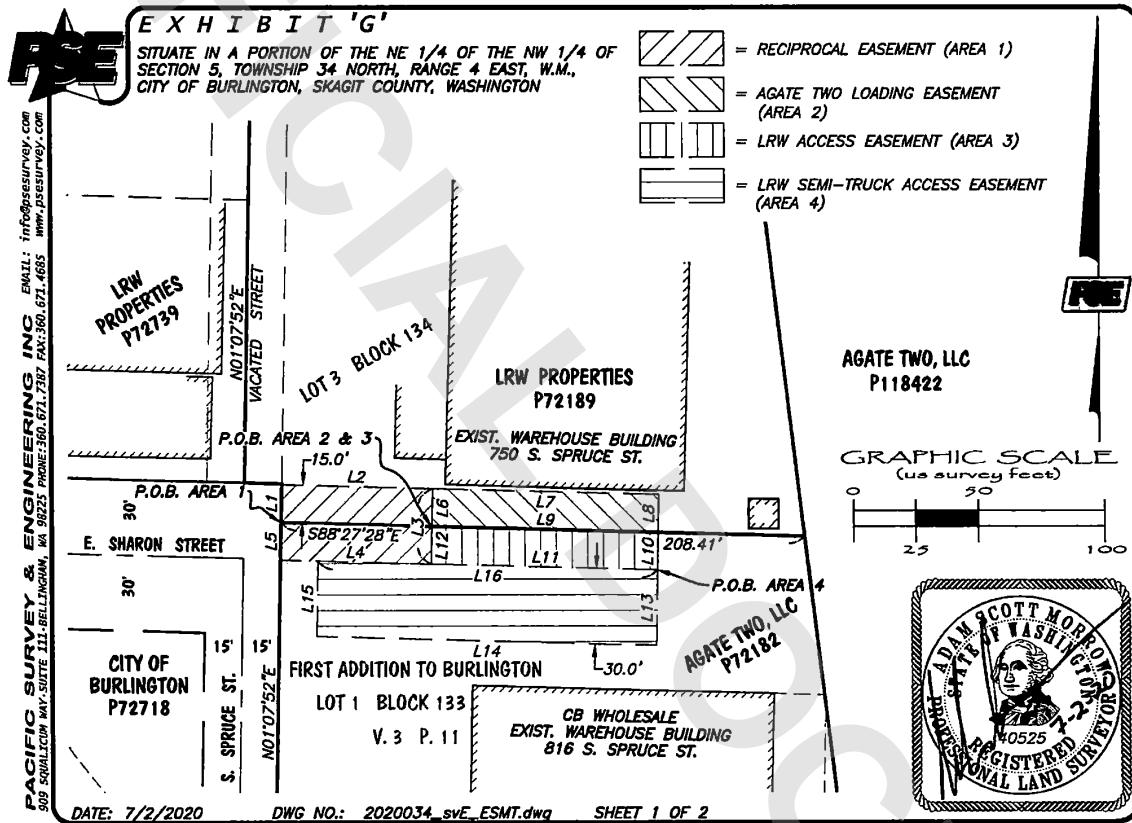




EXHIBIT 'G'

SITUATE IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF
SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,
CITY OF BURLINGTON, SKAGIT COUNTY, WASHINGTON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°07'52"E	15.00
L2	S88°27'28"E	60.00
L3	S1°07'52"W	30.00
L4	N88°27'28"W	60.00
L5	N1°07'52"E	15.00
L6	N1°07'52"E	15.00
L7	S88°27'28"E	90.00
L8	S1°07'52"W	15.00
L9	S88°27'28"E	90.00
L10	S1°07'52"W	15.00
L11	N88°27'28"W	90.00
L12	N1°07'52"E	15.00
L13	S1°07'52"W	30.00
L14	N88°27'28"W	135.00
L15	N1°07'52"E	30.00
L16	S88°27'28"E	135.00



PACIFIC SURVEY & ENGINEERING INC
909 SQUALCUM WAY, SUITE 111, BELLINGHAM, WA 98225
PHONE: 360.671.7387 FAX: 360.671.4685
EMAIL: info@pse-survey.com WWW.PSESURVEY.COM