

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Bridget Ibarra  
DATE 12/09/2020

After Recording Return to:  
Northline Surveying, Inc.  
2025 Riverside Dr., Suite D  
Mount Vernon, WA 98273

## ACCOMMODATION RECORDING

CHICAGO TITLE  
620045087-M

<b>Document Title:</b>	Ingress, Egress and Utility Easement
<b>Grantor(s):</b>	Snapdragon Hill, LLC
<b>Grantee:</b>	Snapdragon Hill, LLC
<b>Abbreviated Legal Description:</b>	A portion of the SW 1/4 of the SE 1/4 of Section 36, Township 34 North, Range 2 East, W.M.
<b>Full Legal Description:</b>	Full legal descriptions of subject property are legally described herein and incorporated by reference
<b>Assessor's Tax Parcel No(s):</b>	P74323

### EASEMENT AGREEMENT

This easement agreement is entered into as of the 4<sup>th</sup> day of December, 2020 by and between, Snapdragon Hill, LLC ("Grantor") and Snapdragon Hill, LLC ("Grantee")

#### 1. RECITALS

A. **Grantor** is the owner of that certain real property legally describe as:

LOTS 3, 4, 5 AND 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A PORTION OF TAX PARCEL P74323

B. **Grantee** is the owner of that certain real property legally describe as:

LOTS 3, 4, 5, 6 AND 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A PORTION OF TAX PARCEL P74323

C. This agreement set forth the terms and conditions under which the Grantor will grant the Grantees an easement.

#### 2. GRANT OF EASEMENT

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor grants and convey to the Grantees, an easement for ingress, egress and utilities, upon, over, under and across those portions of lots 3, 4, 5 and 8 of said block 12, more particularly described in Exhibit "A" and depicted on Exhibit "B", attached Hereto and incorporated by Reference.

#### 3. MAINTENANCE

Grantees shall be responsible for 100% of the cost of maintaining the easement road. Grantees shall promptly repair and restore at their sole cost any portion of the Grantor's property damaged by them, or their agents in the use of the Owner's (Grantor's) property and to return lands to the same or better condition than they were prior to the disturbance.

#### **4. GENERAL PROVISIONS**

a. **Binding Effect**

This agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The easement created shall be appurtenant, shall touch and concern the real property described herein, and shall run with the land.

b. **Applicable Law**

This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Skagit County, Washington.

c. **Attorney's Fees**

In the event that any suit or other proceeding is instituted by either party to this Agreement arising out of or pertaining to this Agreement or relationship of the parties, including but not limited to filing suit or requesting an arbitration, mediation or other alternative dispute resolution process (collectively "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. **Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.

e. **Waiver**

The Waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. **Severability**

If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this agreement and the remaining portions of this Agreement shall remain in full force and effect.

By its signature(s) set forth herein below, Grantor(s) and Grantee(s) hereby accepts the foregoing Easement Agreement subject to the terms and conditions herein contained.

SIGNED AND APPROVED this 4<sup>th</sup> day of December, 2020

  
\_\_\_\_\_  
Signature of Grantor

Name: C. J. Ebert

As: member/manager  
of Snapdragon Hill, LLC

  
\_\_\_\_\_  
Signature of Grantee

Name: C. J. Ebert

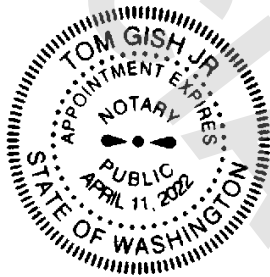
As: member/manager  
of Snapdragon Hill, LLC

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that C.J. Ebert is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as member/manager of Snapdragon Hill, LLC, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Given under my hand and official seal this 4<sup>th</sup> day of December, 2020

(SEAL)



T. Gish Jr.  
Notary Public  
Residing at Everett, WA  
My appointment expires 4/11/2022