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04/12/2021 01:07 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor, WA

202012090031

12/09/2020 08:40 AM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor, WA

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Chelsea Stalcup
DATE 04/12/2021

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

Document Title: Ingress, Egress and Utility Easement

Grantor(s): Snapdragon Hill, LLC

Grantee: Snapdragon Hill, LLC

Abbreviated Legal Description: A portion of the SW 1/4 of the SE 1/4 of Section 36,
Township 34 North, Range 2 East, W.M.

Full Legal Description: Full legal descriptions of subject property are legally
described herein and incorporated by reference

Assessor's Tax Parcel No(s): P74323

Re-record to attach
Exhibit "A" and "B"

EASEMENT AGREEMENT

This easement agreement is entered into as of the 4th 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 4th 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

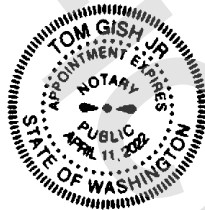
As: member/manager
of Snapdragon Hill, LLC

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 7th day of December, 2020

(SEAL)



T. M. f.
Notary Public
Residing at Bent, WA
My appointment expires 4/11/22

EASEMENT AGREEMENT

Page 5 of 5

STATE OF WASHINGTON
COUNTY OF SKAGIT COUNTY } ss

As Auditor of Skagit County, I do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in this office.

IN WITNESS WHEREOF, I set my hand and seal as Auditor of Skagit County this 8th day of April, 2021.

Sandra Perkins Auditor
Nancy Graves S. Deputy Auditor



EXHIBIT A**EASEMENT LEGAL DESCRIPTION**

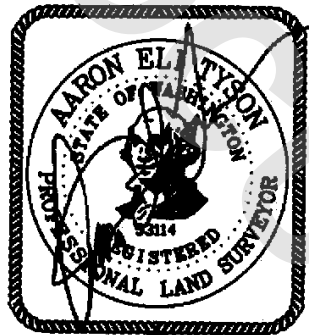
A STRIP OF LAND, 26.00 FEET IN WIDTH, OVER A PORTION OF LOTS 3, 4, 5 AND 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID STRIP BEING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH $12^{\circ}51'30''$ WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 13.50 FEET;
THENCE SOUTH $77^{\circ}08'30''$ EAST 39.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET;
THENCE EASTERLY 5.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $4^{\circ}28'31''$ TO THE EASTERLY RIGHT OF WAY LINE OF HIGH STREET AND THE BEGINNING OF SAID CENTERLINE;
THENCE CONTINUE EASTERLY ALONG SAID 64.50 FOOT RADIAL CURVE TO THE LEFT FOR A DISTANCE OF 8.12 FEET THROUGH A CENTRAL ANGLE OF $7^{\circ}12'52''$;
THENCE SOUTH $88^{\circ}49'54''$ EAST 13.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.50 FEET;
THENCE EASTERLY 13.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $11^{\circ}41'23''$;
THENCE SOUTH $77^{\circ}08'30''$ EAST 71.09 FEET TO THE WEST LINE OF LOT 6 OF SAID BLOCK 12 AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED STIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED TO INTERSECT WITH THE WEST LINE OF SAID LOT 6 AND THE EASTERLY AND NORTHERLY RIGHT OF WAY LINES OF HIGH STREET.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

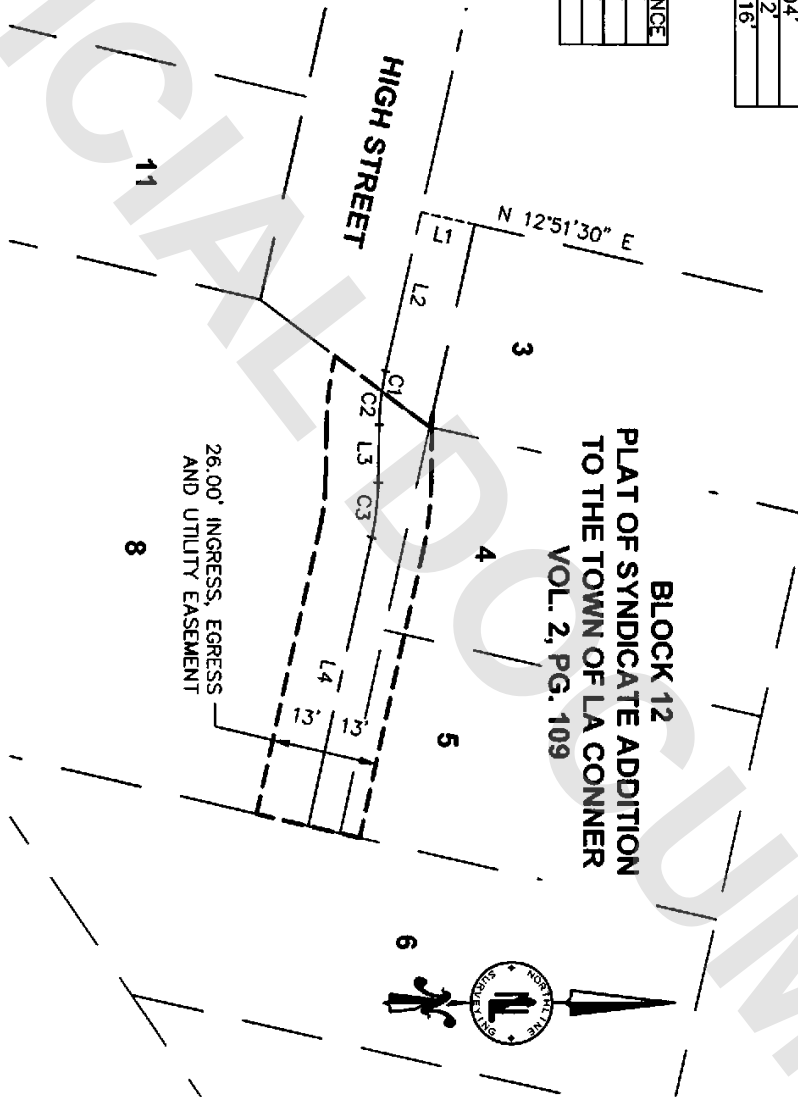
11-19-2020



CURVE RADIUS	DELTA ANGLE	ARC LENGTH
C1 64.50'	42°28'31"	5.04'
C2 64.50'	71°25'27"	8.12'
C3 64.50'	114°1'23"	13.16'

LINE	BEARING	DISTANCE
L1	N 12°51'30" E	13.50'
L2	N 77°08'30" W	39.12'
L3	N 88°49'54" W	13.94'
L4	N 77°08'30" W	71.09'

11-06-2020



Northline
Surveying
2025 Riverside Drive, Suite D
Mount Vernon, WA 98273
P. (360)899-9598
SURVEYING AND CONSTRUCTION TECHNOLOGIES

MAP EXHIBIT "B"

DATE: 11/04/2020
DRAW: AET
SCALE: 1" = 40'
JOB# 20-55