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Housing Authority of Skagit County  
1650 Port Drive  
Burlington, WA 98233

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**EASEMENT FOR DRIVEWAY**  
(HASC – Mount Vernon Farmworker)

Grantor: Housing Authority of Skagit County, a public body corporate and politic of the State of Washington

Grantee: TIAB LLC, a Washington limited liability company

Legal Description: SW NW of Sec. 15, Twp. 34 N., R. 4 E., WM  
(Full Legal Description on Exhibit A)

Tax Account No.: 113507 and P24832

Related Documents: n/a

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 09/07/2021

THIS EASEMENT FOR DRIVEWAY AND PARKING PAD (this “Easement”) is made and entered into as of Aug. 18<sup>th</sup>, 2021 by and between Housing Authority of Skagit County, a public body corporate and politic of the State of Washington (the “Grantor”) and TIAB LLC, a Washington limited liability company (the “Grantee”).

**RECITALS**

WHEREAS, the Grantor owns certain real property in the City of Mount Vernon, Washington described in Exhibit A (the “Grantor’s Property”);

WHEREAS, the Grantee owns certain real property in the City of Mount Vernon, Washington described in Exhibit B (the “Grantee’s Property”) which is adjacent to the Grantor’s Property;

WHEREAS, Grantee, or Grantee’s predecessor in interest, constructed an entry driveway and a parking pad (the “Driveway and Parking Pad”) located partially on Grantor’s Property; and

WHEREAS, by this Easement, the Grantor wishes to create and provide for a perpetual non-exclusive easement for vehicular and pedestrian access, ingress and egress on, over and across the portion of the Driveway and Parking Pad on Grantor's Property, as legally described in Exhibit C and depicted on Exhibit D, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Driveway Easement. There is hereby reserved and granted to Grantee's Property a permanent, nonexclusive easement over, and across the portion of the Driveway and Gravel Pad located on Grantor's Property, depicted in Exhibit C (the "Easement Area") solely for the purposes of i) vehicular and pedestrian ingress and egress to the single family home currently located on the Grantee's property; ii). The Easement Area may be used for no other purpose without the express written consent of Grantor. Grantee shall not cause or permit the Easement Area to be used for any unlawful or unauthorized purposes, nor will the Grantee cause or permit any nuisance or waste in connection with the use of the Driveway and Parking Pad Easement Area. The Easement Area shall only be used by Grantee and Grantee's visitors who use Grantee's Property in the normal course of the Grantee's activities.

3. Indemnity. The Grantee assumes all liability and all risk of loss resulting from the exercise of its rights under this Easement. The Grantee shall indemnify, defend (with counsel reasonably satisfactory to the Grantor) and hold the owner of the Grantor's Property harmless from and against any and all losses, damages, claims, penalties, liability, suits, costs, and expenses ("Claims"). (including, without limitation, reasonable attorneys' fees and any real estate excise tax), suffered or incurred by the owner of the Grantor's Property arising out of or related to the Grantee's use of the Easement Area.

4. Binding Effect and Assigns; This Easement shall be binding upon the Grantor and Grantee, each of their heirs, successors and assigns.

5. No Dedication; No Benefit to Third Parties. Nothing in this Easement shall be deemed to be a gift or dedication of any portion of the real property referred to herein to the general public.

6. Terms and Conditions. This Easement is granted subject to the following terms and conditions:

(a) Grantor's makes no warranties of any kind, express or implied, to the Grantee concerning the condition of or title to the Easement Area.

(b) Grantor reserves all rights to use the Easement Area for any and all purposes not inconsistent with this Easement; provided that such reserved rights shall be exercised in a manner that does not unreasonably interfere with the Grantee's exercise of the rights granted hereby.

(c) The Grantee shall maintain a general liability policy of insurance with limits of not less than \$500,000 covering its use of the Easement Area.

(d) The Grantee shall use due care in its use of the Easement Area. Grantee shall keep the Easement Area in good condition and repair at all times and shall be solely responsible for the maintenance, upkeep and repair of the Easement Area. Grantee will consult with the Grantor on an annual

basis or such other schedule as deemed reasonable by the parties with respect to plans for repairs or replacement of the Easement Area.

(e) In connection with the use of the Easement Area, the Grantee shall comply in all respects with all applicable laws, statutes, codes, regulations and rules promulgated from time to time by any federal, state or local governmental or quasi-governmental authority having jurisdiction over the Driveway and Parking Pad Easement Area, as applicable.

7. Access to Easement Area.

Notwithstanding any other provisions herein, Grantor shall be provided access to the Easement Area for purposes of maintaining Grantor's Property, including but not limited to constructing, installing and maintaining a fence along the western edge of the Easement Area. Except in the case of emergency, Grantor shall provide Grantee 72 hours' notice prior to entering the Easement Area for such purposes.

8. Miscellaneous.

(a) This Easement constitutes the entire agreement of the parties with respect to the subject matter hereto. This Easement may be amended only by a written instrument recorded with the Skagit County Recorder's Office, executed by the owners of the Grantor's Property and the Grantee's Property.

(b) If any portion of this Easement shall be deemed void, illegal or unenforceable, the balance of this Easement shall not be affected thereby. The terms and conditions of this Easement shall be construed as a whole in accordance with the intention of the parties and without regard to any canons requiring construction against the party responsible for drafting this Easement.

(c) This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

(d) In any dispute to enforce the provisions of this Easement, the substantially prevailing party shall be entitled, in addition to any other relief that may be granted, to recover its costs, fees and expenses, including without limitation, reasonable attorneys' fees in connection with such action.

(e) In the event of a breach of any of the covenants or agreements set forth in this Easement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance and injunctive relief issued by a court of competent jurisdiction.

(f) This Easement may be executed in counterparts each of which is an original and all of which shall constitute but one original.

(g) This Easement, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement of the parties relative to this Easement. The Parties hereby agree that all prior written and oral agreements, understandings and/or practices relative to this Easement are superseded by this instrument.

(h) The failure of any party to insist upon strict performance of any of the terms, covenants, and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No covenant or condition of this Easement can be waived except by the written

consent of the party against whom such waiver is claimed. Until complete performance of any covenant or condition by a party, as the case may be, each other party shall be entitled to invoke any remedy available to such party under this Easement or by law or in equity despite any forbearance or indulgence.

*[Signatures Follow]*

UNOFFICIAL DOCUMENT



**Signature Page to Easement for Driveway and Parking Pad**

**GRANTEE:**

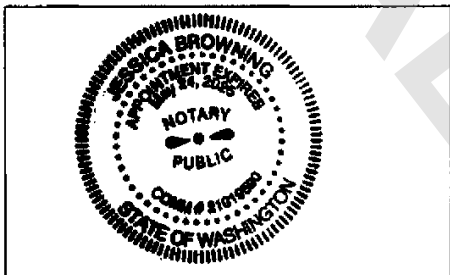
**TIAB LLC,**  
a Washington limited liability company

By: [Signature]  
Its: MANAGING MEMBER  
Name: P STEVEN HARMON

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that P STEVEN HARMON is the person who appeared before me and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of TIAB LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 08-18-2021



Jessica Browning  
Print Name: Jessica Browning  
Residing at: Mount Vernon  
My appointment expires: MAY 24 2025

UNRECORDED DOCUMENT

**EXHIBIT A**

Grantor's Property

THE SOUTH 616 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NO. 4 EAST, W.M.

EXCEPT THEREFROM THAT PORTION LYING SOUTH OF THE NORTH LINE OF THAT PARCEL CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 29, 1986 AND RECORDED AS AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON

**EXHIBIT B**

Grantee's Property

THE WEST 208.7 FEET OF THE SOUTH 626.1 FEET OF THAT PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF STATE ROAD NO. 1-G,

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8610280067.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT C**

Legal Description of

Driveway and Parking Pad Easement Area

THE EAST 6 FEET OF THE SOUTH 168 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, FOR HIGHWAY PURPOSES, BY DEED DATED MAY 29, 1986, AND RECORDED UNDER AUDITOR'S FILE NO. 8610010020, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT D**

Depiction of

Driveway and Parking Pad Easement Area

