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10/11/2021 03:07 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

When Recorded Please Return To:
LAWRENCE A. PIRKLE
P.O. Box 1788
Mount Vernon, WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Bear
DATE 10-11-21

This Space for Recorder's Use Only

Grantor: OCEAN DREAM, L.L.C., a Washington Limited Liability Company
Grantee: LAWRENCE A. PIRKLE and SARA L. PIRKLE, husband and wife
Legal Description (abbreviated): Ptn of Gov. Lot 2, Section 19, Township 34, Range 4 East
Full Legal Description: See Attached: Exhibit A
Assessor's Tax Parcel Number: P26625 (340419-0-275-0003)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between OCEAN DREAM, L.L.C., a Washington Limited Liability Company (hereinafter referred to as "GRANTOR"), and LAWRENCE A. PIRKLE and SARA L. PIRKLE, husband and wife, hereinafter collectively referred to as "GRANTEE"), who are fee owners of certain real property in Skagit County, Washington.

RECITALS

1. GRANTOR owns the burdened property, a one (1) acre lot located on McLean Road, Washington, and legally described on Exhibit A attached hereto.
2. GRANTEE owns the benefited property, commonly known as 18213 McLean Road, Washington, and legally described on Exhibit B attached hereto.
3. GRANTOR desires to grant an easement for the existing building, landscaping, fence, ingress, egress and maintenance thereof upon its property to GRANTEE for the purpose of providing GRANTEE with the continued use and maintenance of the portion of the property on the parcel of the GRANTOR.

4. GRANTEE desires to obtain an easement from GRANTOR for the purpose of maintaining the existing building, landscaping, fence, ingress, egress and maintenance which is located on the portion of the property thereof.

NOW, THEREFORE, for and inconsideration of the mutual benefits, covenants and agreements herein, the parties hereto, and each of them, do hereby agree as follows:

A. BENEFIT TO PROPERTY. GRANTOR and GRANTEE agree that their respective properties will be benefited by the existence of the easement within described area.

B. GRANT OF EASEMENT BY GRANTOR. GRANTOR hereby grants to GRANTEE, their heirs, successor and/or assigns, a non-exclusive easement for the existing building, landscaping, fence, ingress, egress and maintenance thereof over, along, upon and across the real property more particularly described on Exhibit C attached hereto. The approximate location of said easement is shown in the sketch attached, for illustrative purposes only, as Exhibit D attached hereto.

C. CONSIDERATION. GRANTEE agrees to pay One Dollar (\$1.00) and makes the promises set forth herein as consideration for the grant of easement, subject to the following:

1. HOLD HARMLESS AND INSURANCE COVERAGE. GRANTEE shall indemnify and hold the GRANTOR harmless from any accident or injuries to GRANTEE or their invitees that may occur by their use of the easement. GRANTOR shall hold GRANTEE harmless from any accident or injury to GRANTOR or their invitees that may occur on the easement area.
2. MAINTENANCE OF THE EASEMENT. GRANTEE will be solely responsible for any and all cost associated with the maintenance of the property within the easement area.
3. NO TRESPASS ON THE PROPERTY OF GRANTOR. GRANTEE and their invitees, shall not trespass on the property of GRANTOR outside of the easement area, without express consent to the GRANTOR.

[Remainder of page intentionally left blank]

D. DISPUTE RESOLUTION. In the event there is a dispute concerning questions of law or fact arising out of or relating to this Agreement, its performance or alleged breach, which is not disposed of by agreement of the parties, then the parties agree to submit the dispute to mediation. If mediation fails, then the parties agree that any subsequent litigation shall be submitted to the Skagit County Superior Court.

E. BENEFIT & BURDEN TO RUN WITH THE LAND. The mutual promises and covenants herein shall bind and inure to the benefit and burden of the properties more particularly described above, and shall run with the land, and bind all subsequent Owners, heirs and successors in interest.

F. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be bind upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding on each party.

DATED the 7th day of October, 2021.

GRANTOR:

OCEAN DREAM, L.L.C.

By: [Signature]
LAWRENCE A. PIRKLE, Member

By: [Signature]
SARA L. PIRKLE, Member

GRANTEE:

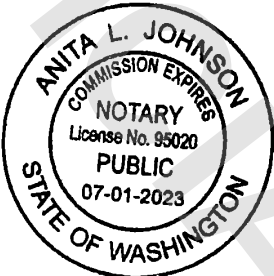
[Signature]
LAWRENCE A. PIRKLE

[Signature]
SARA L. PIRKLE

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss

I certify that I know or have satisfactory evidence that LAWRENCE A. PIRKLE and SARA L. PIRKLE are the individuals who appeared before me and said individuals acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Members/Managers of OCEAN DREAM, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED the 7th day of October, 2021.



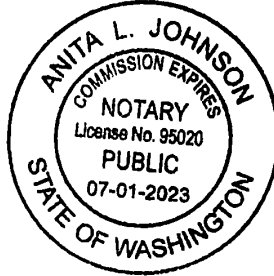
ANITA L. JOHNSON

Anita L. Johnson
NOTARY PUBLIC in and for the
State of Washington,
Residing at LaConner,
My Commission Expires: 7/1/23

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that LAWRENCE A. PIRKLE and SARA L. PIRKLE are the individuals who appeared before me and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED the 7th day of October, 2021.



ANITA L. JOHNSON

Anita L. Johnson
NOTARY PUBLIC in and for the
State of Washington,
Residing at LaConner,
My Commission Expires: 7/1/23

EXHIBIT A

Assessor's Parcel Number: P26625 (340419-0-275-0003)

That portion of Government Lot 2, Section 19, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point 30 feet North of the Southeast corner of said Lot 2, said point being on the North line of the McLean Road; thence North 293.9 feet, more or less, to the Southeast corner of Moores Suburban Tracts, as per plat recorded in Volume 5 of Plats, page 32 of the records of Skagit County; thence West 148.2 feet; thence South to the McLean Road; thence East 148.2 feet to the point of beginning,

SUBJECT TO easement in favor of city of Mount Vernon for sewer pipeline or pipelines with all appurtenances incident thereto affecting the West 14 feet of the East 15 feet and the West 19 feet of the East 20 feet of the North 20 feet recorded July 16, 1981, under Skagit County Auditor's File No. 8107160051; and

SUBJECT TO easement in favor of city of Mount Vernon for sewer pipeline or pipelines with all appurtenances incident thereto affecting the East 15 feet and the East 20 feet of the North 20 feet recorded December 17, 1992, under Skagit County Auditor's File No. 8212170059.

EXHIBIT B

Assessor's Parcel Number: P26625 (340419-0-275-0003)

That portion of Government Lot 2, Section 19, Township 34 North, Range 4 East W.M., described as follows:

Beginning at the Southeast corner of said Lot 2;
thence West on the South line of said Government Lot 2, 148.2 feet to the true point of beginning;
thence North 323.9 feet, more or less, to the South line of the "MOORES SUBURBAN TRACTS", as per plat recorded in Volume 5 of Plats, page 32, records of Skagit County, Washington;
thence West along the South line of said plat of Moores Suburban Tracts, 109.8 feet;
thence South 323.9 feet, more or less, to the South line of said Government Lot 2;
thence East along the South line of said Government Lot, 109.8 feet to the point of beginning,

EXCEPT right of way for County road along the South line thereof.

Situate in the County of Skagit, State of Washington.

Exhibit "C"
Easement

An easement for existing building, landscaping, fence, ingress, egress, utilities and the maintenance thereof, being a portion of that certain parcel conveyed to Ocean Dream, LLC by Statutory Warranty deed recorded under Skagit County Auditor's File No. 9712100038 for the benefit of that certain parcel conveyed to Lawrence A. Pirkle and Sara L. Pirkle, husband and wife, by Statutory Warranty deed recorded under Skagit County Auditor's File No. 9306160103, said easement being in a portion of Government Lot 2, Section 19, Township 34 North, Range 4 East, W.M. and being described as follows:

BEGINNING in the Southwest corner of said Ocean Dream, LLC parcel as described on Statutory Warranty deed recorded under Skagit County Auditor's File No. 9712100038;
thence North 0°52'21" East along the West line of said Ocean Dream, LLC parcel (also being the East line of said parcel conveyed to Lawrence A. Pirkle and Sara L. Pirkle, husband and wife, by Statutory Warranty deed recorded under Skagit County Auditor's File No. 9306160103) for a distance of 150.00 feet to the TRUE POINT OF BEGINNING;
thence continue North 0°52'21" East along the common property line for a distance of 68.40 feet;
thence South 2°43'34" East for a distance of 67.31 feet, more or less, to a point bearing North 74°41'39" East from the TRUE POINT OF BEGINNING;
thence South 74°41'39" West for a distance of 4.40 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

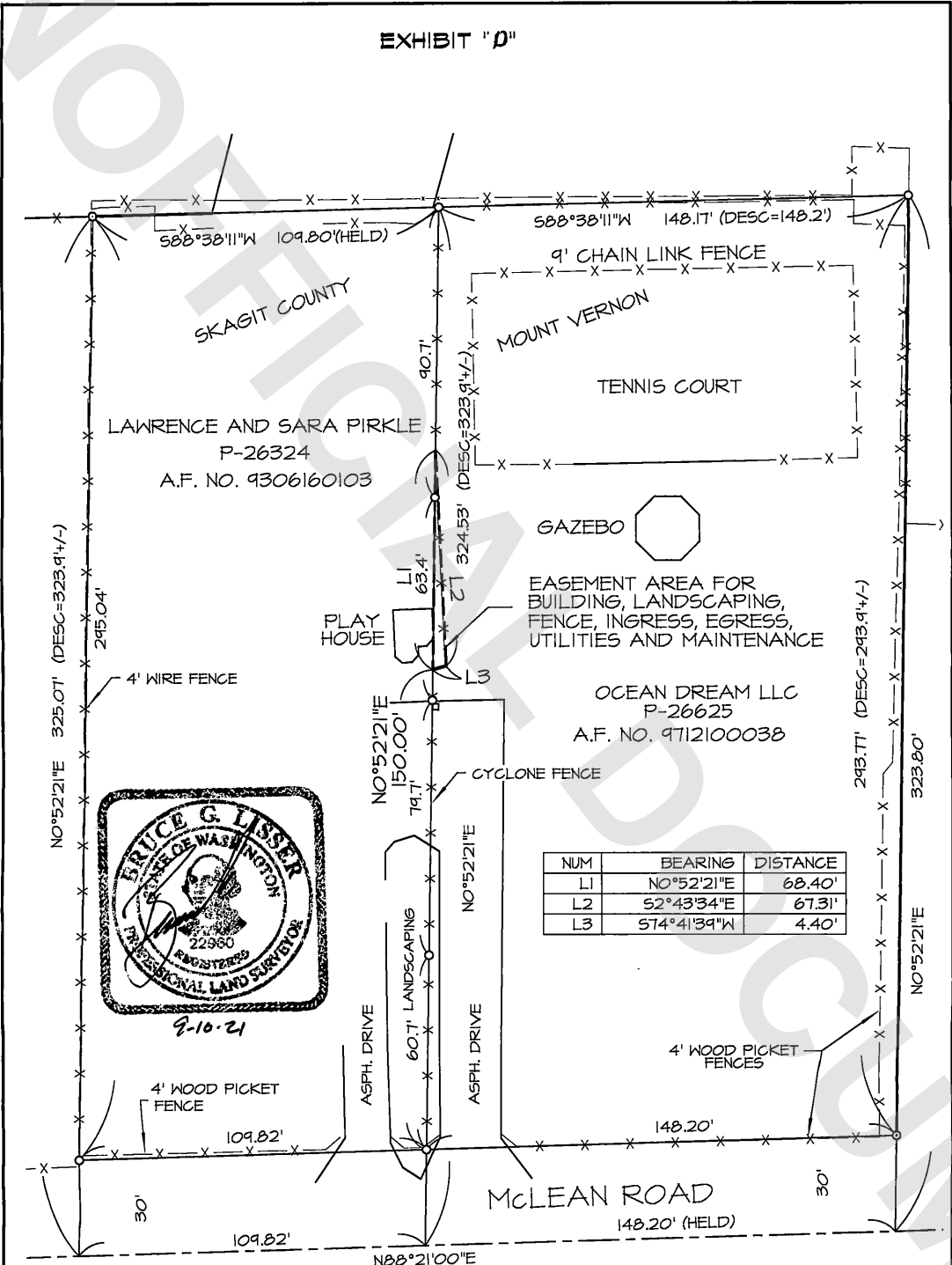
Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Containing 145 sq ft



9-10-21

EXHIBIT "D"



EASEMENT EXHIBIT MAP IN A PORTION OF
 GOVERNMENT LOT 2
 SECTION 19, T. 34 N., R. 4 E., W.M.
 SKAGIT COUNTY, WASHINGTON
 FOR: LAWRENCE AND SARA PIRKLE AND OCEAN DREAM, LLC