

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Daniel Foe

Mullavey, Prout, Grenley, & Foe, LLP

2401 NW 65th St

Seattle, Washington 98117

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 05/22/2023

EASEMENT AGREEMENT

GRANTOR: Asher Katz, a married man as his separate estate

GRANTEE: Mina Properties V, LLC, a Washington limited liability company

LEGAL DESCRIPTION (Abbreviated): Additional legal(s) on page 1-2.

Asher Katz Property - Parcel A:

Por. N. ¼ of Sec. 34, Twp. 35 N., R. 3 E., W.M

Mina Properties V, LLC Property - Parcel B:

Por. N. ¼ of Sec. 34, Twp. 35 N., R. 3 E., W.M.

ASSESSORS TAX PARCEL ID #:

Parcel A P35331

Parcel B P105955

REFERENCE NOS OF DOCUMENTS RELEASED OR ASSIGNED:

WHEREAS the Asher Katz, a married man as his separate estate, is the owner of real property legally described as follows:

ALL THAT PORTION OF LOT 3 OF SHORT PLAT NO. 91-089, APPROVED AND RECORDED ON APRIL 8, 1992 UNDER AUDITOR FILE NUMBER 9204080020, IN

VOLUME 10 OF SHORT PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF SAID SHORT PLAT; THENCE SOUTH 88°48'53" EAST ALONG THE SOUTHERLY RIGHT OF WAY OF JOSH WILSON ROAD AND THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 316.74 FEET TO THE BEGINNING OF SAID LINE; THENCE SOUTH 1°15'33" WEST 109.40 FEET; THENCE NORTH 89°44'27" WEST 5.00 FEET; THENCE SOUTH 1°15'53" WEST 20.97 FEET; THENCE SOUTH 89°44'27" EAST 5.00 FEET; THENCE SOUTH 1°15'33" WEST 499.56 FEET TO THE SOUTH LINE OF SAID LOT 3 AND TO A POINT BEING SOUTH 89°51'19" EAST 316.74 FEET OF THE SOUTHWEST CORNER OF SAID LOT 3 AND THE TERMINUS OF THIS LINE DESCRIPTION.

(hereafter Lot 3 referred to as Parcel A); and

WHEREAS, Mina Properties V, LLC, a Washington limited liability company, is the owner of the real property legally described as follows:

LOT 4, SHORT PLAT NO. 91-089, APPROVED APRIL 8, 1992 AND RECORDED APRIL 8, 1992, UNDER AUDITORS FILE NO. 9204080020, IN VOLUME 10 OF SHORT PLATS, PAGE 72, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

(hereafter Lot 4 is referred to as Parcel B).

WHEREAS, the parties and their predecessors in interest have used a portion of both Parcel A and Parcel B to access their respective properties. To avoid future disputes and provide for continued rights of access, the parties desire to enter into this easement and agreement to grant each other a permanent, reciprocal, and nonexclusive easement for ingress, egress, and utilities access across those portions of the Parcel A and Parcel B as further identified on Exhibit A attached hereto (the "Easement Area").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby grant unto each other, their successors and assigns, a perpetual, reciprocal non-exclusive easement over, across, through and upon the Easement Area for all utility services, whether now existing or which may in future be offered, and for all ingress and egress, and for the maintenance thereof.

1. The Easement Area shall not be obstructed and shall not be used in any manner

that unreasonably interferes with the ingress and egress of the parties, their tenants, and their guests and invitees. The Easement Area shall be used only for the benefit of the real property described herein and, without the express written consent of the parties, parties shall not grant similar access easements over, across, through or upon the Easement Area and it shall not be expanded to benefit any other properties.

2. Each party may use the Easement Area for any purpose which does not interfere with the other party's easement rights in this Agreement. The easement rights in this Agreement are subject to all prior easements and encumbrances of record, provided that the foreclosure or extinguishment of any easement granted hereunder as the result of any senior encumbrance shall be deemed a breach of this Agreement and shall result in termination of any easement in favor of the breaching party. The easements granted herein shall be non-exclusive.

3. The parties shall indemnify, defend and hold each other harmless from and against any claims arising from or in connection with the indemnifying owner's use of the easement. The indemnification obligations under this section shall extend to all liability, loss, expense, claims, causes of action, damages, costs and fees, including attorney's fees, arising from or in connection with use of the Easement Area by either party, their successors, assigns, heirs, tenants, agents, employees, guests or invitees.

4. This Agreement shall be appurtenant to Parcel A and Parcel B, shall run with the land, and shall be a binding covenant on and inure to the benefit of the parties to this Agreement, and their successors and assigns. This grant, declaration and deed of easement shall be effective immediately upon execution of this instrument absent any legal impediment, and if such an impediment exists, then immediately upon the removal of any such impediment to the grant, declaration of deed of this easement.


5. This Easement and the Easement Area described above shall be maintained mutually by the parties undersigned, and their successors, heirs and assigns in at least its present good and serviceable condition to allow safe ingress and egress, without damage to pedestrians or vehicles, free and clear of all impediments and obstructions, and in compliance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction; provided that should one owner or their agents be the sole cause of any damage to said easement's good and serviceable condition, then that party shall be solely responsible for the repair of any such damage. Any improvements or maintenance thereon shall be agreed to in writing by the undersigned prior to any unilateral improvement or maintenance being performed by either party. Should this agreement, or any interest granted herein, be the subject of any litigation brought by either owner of Parcel A or Parcel B, then the substantially prevailing party as defined by Washington law in any such litigation shall be entitled to their attorney's fees and costs pursuant to this agreement.

6. This Easement Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between the parties respecting the Easement Agreement. There are no representations, agreements, arrangements or

understandings, oral or written, between and among the parties hereto relating to the subject matter of this Easement, which are not fully expressed herein. This Easement Agreement may be amended only by a writing executed by all parties and it may be executed in counterparts, each of which shall be deemed to be an original, and together shall constitute one and the same Easement Agreement. The rights granted herein are subject to all matters of record as of the date hereof.


7. This Easement Agreement, and the amendments thereto, if any, shall be recorded in the real property records of Skagit County, Washington.

EXECUTED on this 17th day of May, 2023.



Asher Katz

Mina Properties V, LLC

Bv:  _____
Hadi Mirzai, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this day personally appeared before me Asher Katz, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of 2023.

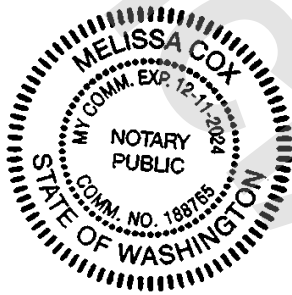
NOTARY PUBLIC in and for the State
of Washington. Residing at: _____
Printed name _____
My Commission Expires: _____

CALIFORNIA
ACKNOWLEDGEMENT
ATTACHED

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

On this day personally appeared before me Hadi Mirzai, Member of Mina Properties V, LLC, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of 2023.



Melissa Cox
NOTARY PUBLIC in and for the State
of Washington. Residing at: Snohomish county
Printed name Melissa Cox
My Commission Expires: 12/11/2024

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

On May 17, 2023 before me, Demia JoAnne Truax, Notary Public
(insert name and title of the officer)

personally appeared Asher B. Katz
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

