

WHEN RECORDED RETURN TO:

Robert S. Over
Seyfarth Shaw LLP
999 Third Avenue
Suite 4700
Seattle, WA 98104

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/31/2023

Document Title: EASEMENT FOR PET ACCESS AND ROAMING

Grantor: 5416 IVW, LLC, a Washington limited liability company

Grantee: Richard and Louise Yarmuth, husband and wife

Abbreviated Legal of Benefited Parcel: Lot 1 & Ptn Lot 2, SP 97-0012, AF #200007280006;
Being a Ptn SW 1/4, 35-36-3 E W.M.

Abbreviated Legal of Burdened Parcel: Lot 6, Chuckanut View

Full Legal Description of Benefited and Burdened Parcels: See Exhibit A and Exhibit B attached
hereto, respectively.

Assessor's Tax Parcel Nos. (Benefited Parcel): 360335-3-001-0007; 360335-3-001-0100

Assessor's Tax Parcel Nos. (Burdened Parcel): 4671-000-006-0000

CM6570
1ST AM

THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE CO.
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY

Pet Access and Roaming Easement

EASEMENT FOR PET ACCESS AND ROAMING

THIS EASEMENT FOR PET ACCESS AND ROAMING ("Agreement") is made as of June 15, 2023, by and between 5416 IVW, LLC, a Washington limited liability company ("5416 IVW" or "Grantor") and Richard and Louise Yarmuth, husband and wife ("Yarmuth" or "Grantee").

RECITALS

A. Yarmuth is the owner of two contiguous parcels of real property commonly known as 5510 and 5570 Island View Way, Bow, Washington 98232, as more particularly described on the Exhibit A attached hereto and incorporated herein ("Benefitted Property"). 5416 IVW is the owner of a third contiguous parcel of real property to the north of the Benefitted Property commonly known as 5416 Island View Way, Bow, Washington 98232, as more particularly described on Exhibit B attached hereto and incorporated herein ("Burdened Property").

B. Yarmuth's primary residence is located on the Benefitted Property. Yarmuth is the sole member of 5416 IVW, which Yarmuth formed to acquire the Burdened Property to, among other purposes, provide open space for their domesticated pets to roam freely and unfettered throughout, over, and across the Burdened Property, excepting only the foot print of any physical structure located on the Burdened Property.

C. The recitals by this reference are hereby incorporated into this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 5416 IVW and Yarmuth hereby agree as follows:

1. Grant of Pet Access and Roaming Easement. 5416 IVW hereby agrees, covenants, grants, confirms and conveys to Yarmuth and its successors and assigns, for the benefit of all such parties, a perpetual non-exclusive easement and right of way with free and uninterrupted use and privilege of open space for Yarmuth's domesticated pets to roam freely and unfettered throughout, over and across the Burdened Property, excepting only the foot print of any physical structure located on the Burdened Property.

2. No Rights to the Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public or for any public use or purpose.

Pet Access and Roaming Easement

3. Attorney's Fees. In the event of any controversy, claim, or dispute relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

4. Severability. Should any phrase, clause or sentence in this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement and such part of this Agreement will be deemed to have been stricken herefrom and the remainder will have the same force and effect as if such part or parts had never been included herein.

5. Entire Agreement. This Agreement constitutes the entire agreement and understanding between 5416 IVW and Yarmuth and supersedes any prior agreements, arrangements and understandings relating to the subject matter of this Agreement.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

7. Covenant that runs with the Land. This Agreement is a covenant running with the land and shall be binding on the successors, heirs and assigns of all parties hereto.


[Signature Page Follows]

Dated as of the day and year first written above.

GRANTOR:

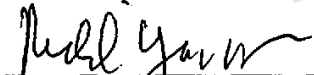
5416 IVW, LLC,
a Washington limited liability company


By: Richard and Louise Yarmuth, husband and wife,
Sole Member

By: 
Richard Yarmuth

By: 
Louise Yarmuth

GRANTEE:

By: 
Richard Yarmuth

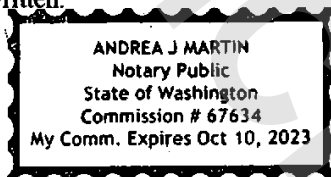
By: 
Louise Yarmuth

Pet Access and Roaming Easement

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 21st day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Richard Yarmuth and Louise Yarmuth, husband and wife, known to me to be the persons that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

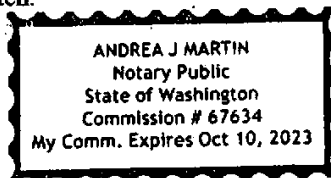


Andrea J. Martin
Andrea J. Martin (Printed Name)
 NOTARY PUBLIC in and for the State of Washington,
 residing at Buckington
 My commission expires 10-10-23

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this 21st day of July, 2023, before me personally appeared Richard Yarmuth and Louise Yarmuth, husband and wife, to me known to be the sole member of 5416 IVW, LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Andrea J. Martin
Andrea J. Martin (Printed Name)
 NOTARY PUBLIC in and for the State of Washington,
 residing at Buckington
 My commission expires 10-10-23

Pet Access and Roaming Easement

EXHIBIT A**Legal Description of Benefited Property****PARCEL "A":**

Lot 1 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of Section 35, Township 36 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 360335-3-001-0007

Street Address: 5510 Island View Way, Bow, Washington 98232

PARCEL "B":

Lot 2 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of Section 35, Township 36 North, Range 3 East, W.M.,

EXCEPT that portion of Lot 2 of Skagit County Short Plat No. 97-0012 as approved July 27, 2000 and recorded July 28, 2000, under Auditor's File No. 200007280006, records of Skagit County, being a portion of the Southwest $\frac{1}{4}$ of Section 35, Township 36 North, Range 3 East, W.M., more particularly described as follows:

Beginning at the Southeast corner of said Lot 2;
thence South $88^{\circ}22'08''$ West along the South line of said Lot 2 a distance of 738.86 feet to the Southwest corner of said Lot 2;
thence North $21^{\circ}06'37''$ West along the Westerly line of said Lot 2 a distance of 113.78 feet;
thence along the centerline of a ravine, the following courses and distances:

North $83^{\circ}29'37''$ East 274.59 feet;
South $73^{\circ}41'07''$ East 59.71 feet;
North $89^{\circ}08'55''$ East 139.53 feet;
North $54^{\circ}15'17''$ East 131.29 feet;
South $87^{\circ}51'51''$ East 45.74 feet;
North $86^{\circ}21'16''$ East 35.63 feet;
North $62^{\circ}03'54''$ East 30.43 feet;
to the Easterly line of said Lot 2;
thence South $26^{\circ}15'18''$ East along the Easterly line of said Lot 2 a distance of 215.26 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 360335-3-001-0100

Street Address: 5570 Island View Way, Bow, Washington 98232

Pet Access and Roaming Easement

EXHIBIT B

Legal Description of Burdened Property

Lot 6, "CHUCKANUT VIEW SUBDIVISION," as per plat recorded in Volume 16 of Plats, pages 94 through 97, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Tax Parcel No.: 4671-000-006-0000

Street Address: 5416 Island View Way, Bow, Washington 98232

Pet Access and Roaming Easement