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02/26/2024 09:28 AM Pages: 1 of 6 Fees: \$308.50

Skagit County Auditor, WA

Return Address: Kingpin Properties LLC 2018 R Avenue Anacortes, WA 98221 REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Kaylee Oudman</u> DATE <u>02/26/2024</u>

ACCOMMODATION RECORDING ONLY MAR729

Reciprocal Access Easement and Sanitary Sewer Easement

Grantor(s):

Kingpin Properties LLC RIS Holdings LLC

Grantee(s):

Kingpin Properties LLC RIS Holdings LLC

Abbreviated Legal Description:

P57370 (0.7600 ac) LOT B OF SURVEY RECORDED MAY 6, 2008 UNDER AUDITOR'S FILE NO. 200805060092 FURTHERMORE DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF BLOCK 9, PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE NORTH 1/2 OF BLOCK 9, HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THE NORTH 100 FEET OF NORTH 1/2 OF SAID BLOCK 9. ALSO TOGETHER WITH THAT PORTION OF VACATED 29TH STREET UNDER CITY OF ANACORTES ORDINANCE NO. 2203, RECORDED UNDER AUDITOR'S FILE NO. 9109260064.

P57369 (0.6600 ac) LOT A OF SURVEY RECORDED MAY 6, 2008 UNDER AUDITOR'S FILE NO. 200805060092 FURTHERMORE DESCRIBED AS FOLLOWS: THE NORTH 100 FEET OF BLOCK 9, PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF IN VOLUME 3 OF PLATS, PAGE 46, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID BLOCK BEING DESCRIBED AS FOLLOWS: ALL THAT PORTION OF SAID TRACT AS SHOWN ON SAID PLAT LYING SOUTH OF THE SOUTH LINE OF 28TH STREET; EAST OF THE EAST LINE OF COMMERCIAL AVENUE; NORTH OF THE NORTH LINE OF 29TH STREET; AND WEST OF THE EAST LINE OF SAID PLAT.

Assessors' Property Tax Parcel/Account Numbers: P57370/3794-009-000-0104 P57369/3794-009-000-0005

## RECIPROCAL ACCESS EASEMENT AND SANITARY SEWER EASEMENT

This Easement Agreement made on the <u>15th</u> day of January, 2024, by Kingpin Properties LLC a Washington State LLC and RIS Holdings LLC a Washington State LLC hereinafter referred.

WHEREAS, Kingpin Properties LLC is the owner of the land more particularly described in the attached "Exhibit A" and referred to as Parcel 57370 AKN 2821 Commercial Avenue Anacortes, Skagit County.

WHEREAS, RIS Holdings LLC is the owner of the land more particularly described in the attached "Exhibit A" and referred to as Parcel 57369 and P57236 AKN 2801 Commercial Avenue Anacortes, Skagit County.

WHEREAS, the Parties desire to establish a reciprocal access easement for ingress and egress as described in the attached "Exhibit A" and the terms within this agreement for the common benefit of the property owners, their respective heirs, successors and assigns.

WHEREAS, "RIS Holdings LLC acknowledges and agrees to the continued use of the current established Sanitary Sewer Easement located on Parcel 57369 and as described in the attached "Exhibit A" for the benefit of the property owners of Parcel 57370 and their respective heirs, successors, and assigns.

"Kingpin Properties LLC" and "RIS Holdings LLC" owners, present and future represent and covenant to and with each other as follows:

- 1. Each party shall have the right to use "Easement Property" as described on "Exhibit A" and within this agreement for ingress and egress.
- 2. Each party shall be solely responsible and shall pay for all costs related to conducting the maintenance and repairs associated to their 12 feet of the easement property that lies within their parcel. All expenses thereto shall be paid for by each of the Property Owners located within "Easement Property"; provided however, that if any such maintenance, repair or replacement is required as a result of acts or omissions of the Owner of any lot within the "Easement Property", such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.
- 3. Each party shall not permit any mechanic's or materialman's liens to be enforced against said "Easement Property" in connection with any work performed over, under or across the "Easement Property" by or at the direction of Owners.
- 4. Each party will hold harmless the other party from personal injury, property damage or injury to others, legal liability or loss occurring within or around the easement area described in "Exhibit A".

- 5. Each party shall not allow or permit any structure, improvement to be located or installed within the "Easement Property" which might in any way interfere with the ingress and egress and use of "Parcel 57370" and "Parcel 57369".
- 6. No parking to be allowed within the "Easement Property."
- 7. The benefits and burdens of the "Easement Property" herein shall run with and be appurtenant to the "Easement Property" such that a transfer of legal title to all or a portion of the "Easement Property" shall automatically transfer an interest in such benefits and burdens.
- 8. This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

[Signatures on the following pages]

RIS Holdings LLC 2801 Commercial Avenue Anacortes, WA 98221 **RIS Holdings LLC** By: Title: TARTNET State of Washington County of This 5th day of February Personally appeared William Gillespie, who is personally know to me or proved to me with satisfactory evidence to be the individual described in and who executed the within foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and seal of office this 5th day of February, 2021 WITNESS my hand and official seal

2801 Commercial Avenue Anacortes, WA 98221 RIS Holdings I By: Name Title: State of Washington County of day of **Tanvaly** This \_ Personally appeared Tames Teemyn \_, who is personally know to me or proved to me with satisfactory evidence to be the individual described in and who executed the within foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and seal of office this 27nd day of January WITNESS my hand and official seal KARA JOY SWANEY Notary Public - Arizona Maricopa County
Commission # 623258 My Comm. Expires Mar 24, 2026

**RIS Holdings LLC** 

Kingpin Properties LLC
2018 R Avenue
Anacortes, WA 98221
Kingpin Properties LLC
By: N
Name: Nels Strandberg
Title: Member
State of Washington
County of
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This 15th day of 12b, 2024
0.1.04
Personally appeared Nels Strandber who is personally know to me or proved to me with
satisfactory evidence to be the individual described in and who executed the within foregoing instrument
and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed, for the uses
and purposes therein mentioned.

Given under my hand and seal of office this 15th day of Pebruary, 2024

WITNESS my hand and official seal