

AFTER RECORDING RETURN TO:

THREE WILLOWS LAKE LLC
1415 COMMERCIAL AVE, #110
ANACORTES, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/24/2024

GRANTOR: Three Willows Lake LLC, a Washington limited liability company

GRANTEE: Coddiwomple LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTIONS: Grantor Lot: SW1/4 NW1/4 S 14 T 34, R 1 E W.M. LESS S 680 FT & 330 FT & RD
Grantee Lot: PTN SW 1/4 NW 1/4 NW 1/4, S 14 T 34 R 1 E W.M.

TAX PARCEL NUMBERS: Grantor Lot: 340114-2-018-0009 (P19403)
Grantee Lot: 340114-2-018-0009 (P19403)

Full legal description on page 6 – 7.

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into on this 25th day of October, 2024, by Three Willows Lake LLC, a Washington limited liability company ("Grantor") and Coddiwomple LLC, a Washington limited liability company ("Grantee").

RECITALS

- A.** Grantor is the title owner in fee of a parcel of real property situated in Skagit County, Washington, commonly known as 4130 Sharpe Rd., Anacortes, Washington, and more particularly described in *Exhibit A* (the "Grantor Lot").
- B.** Grantee is the title owner in fee of an adjacent parcel of real property situated in Skagit County, Washington, commonly known as 4204 Sharpe Rd., Anacortes, Washington, and more particularly described in *Exhibit B* (the "Grantee Lot").
- C.** The Grantee Lot is improved by a mobile home separate from the real property, identified as Skagit County Assessor's Tax Number P99552. For the purposes of this Agreement, so long as the mobile home and real property are separately titled, the mobile home shall be deemed to be part of and appurtenant to the Grantee Lot and references in this Agreement to the "owner of the Grantee Lot" shall be deemed to encompass the owner(s) of the real property and the mobile home collectively.

D. The northern boundary of the Grantor Lot is improved by a driveway that runs approximately adjacent to the southern boundary of the Grantee Lot (the "Driveway").

E. Grantor wishes to grant an easement to Grantee for ingress and egress over, under, and across a portion of the Driveway for the benefit of the owners of the Grantee Lot as provided herein.

F. These recitals are a material part of this Agreement.

NOW THEREFORE, in consideration of the terms and provisions of this Agreement, mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby declared and agreed that the following grants, rights, privileges, and obligations shall be established over the burdened and benefited properties.

GRANT AND CONVEYANCE OF EASEMENT

1. **EASEMENT.** Grantor hereby grants and conveys a perpetual, non-exclusive easement for ingress and egress over, under, and across the portion of the Driveway west of the eastern boundary of the Grantee Lot, and the portion of the Grantor Lot north of that portion of the Driveway (the "Easement") for the benefit of the owners of the Grantee Lot.

2. **PURPOSE.** The Easement granted and conveyed herein provides the owners of the Grantee Lot and all successors in interest the perpetual right to use the Easement for ingress and egress onto and through the southern portion of the Grantee Lot subject to the terms and limitations herein.

3. REPAIRS AND MAINTENANCE.

3.1. **Cost Sharing.** The owners of the Grantor Lot and Grantee Lot shall jointly maintain and repair the Easement. The cost of repairs and maintenance shall be shared between the parties in proportion to their usage. The parties agree to negotiate their usage in good faith. Disagreements over usage shall be resolved according to Section 14. Notwithstanding the foregoing, in the event that the owner of either of the Grantor Lot or the Grantee Lot or any such owner's employees, agents, guests, or invitees causes damage to the Driveway or land in a manner beyond ordinary or natural wear and tear, the cost of repairing such damage shall be borne solely by the owner causing or responsible for the damage.

3.2. **Maintenance Standard.** For the purposes of this Agreement, "repair and maintenance" means the work normally necessary to preserve and keep the Driveway and land within the Easement in their ordinary condition.

3.3. **Proposed Maintenance.** If an owner believes that maintenance of the Easement is necessary (the "Proposing Party"), such Proposing Party shall provide the other party (the "Non-Proposing Party") written notice identifying the repairs believed to be necessary, with a bid or estimate for the costs for such repairs. If the Non-Proposing Party objects to such maintenance, or to the costs thereof, must provide written notice of its objections to the Proposing Party within 10 days of receipt of the notice originally given. The parties shall work in good faith to resolve all objections so that the repairs commence no less than 30 days after the date of the initial notice. If no objection is provided, the Non-Proposing Party shall be obligated to pay its share of the repairs when the Proposing Party becomes obligated to pay for the repairs.

3.4. Unilateral Repairs. Notwithstanding the other provisions of this Section 3, any owner may elect to conduct any maintenance or repair of the Easement at its own cost provided that such repairs do not interfere with the Grantor's reasonable use of the Grantor Lot.

3.5. Effect of Nonpayment; Remedies for Default. If the costs of the repairs are not paid within 30 days after receipt of written notice of the obligation to pay, the costs shall bear interest at the rate of 12% per annum, and any party that has incurred costs of repair shall be entitled to record written notice of a lien on the defaulting party's property. The non-defaulting party may bring an action at law against the defaulting party personally obligated to pay, or foreclose the lien against the defaulting party's lot. No owner of any property benefitting from any easement reserved or granted herein may waive or otherwise escape liability for the costs provided for herein by non-use of the easement. Any party, by acceptance of a deed or conveyance of any portion of their respective property, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay the costs imposed on each party in this Agreement. Such costs shall be the personal obligation of the person who was the owner of the lot at the time when the costs owed by such owner fell due. The personal obligation shall not pass to successors in title unless expressly assumed by them, except any lien filed pursuant to this paragraph shall continue against the applicable lot owned by the defaulting party.

4. SURVEY. The Easement has not been surveyed. Any party may, at their own expense and following reasonable notice to the other party, engage a surveyor to determine the precise location of the Easement. Any such survey, once recorded, shall reference this Agreement by recording number, shall be incorporated herein by reference, and shall become a part of this Agreement as if set forth herein. Any party may agree to but shall not be obligated to share in the cost of the survey, including recording fees.

5. RUN WITH THE LAND. The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

6. INDEMNIFICATION AND HOLD HARMLESS. Each party and their successors and assigns shall release, indemnify, defend and hold harmless the other parties and their successors and assigns from and against any and all claims, demands, losses, damages, liabilities, actions, lawsuits or other proceedings, judgments and awards and costs and expenses, including reasonable attorney's fees arising directly or indirectly in whole or in part out of acts or omissions of either party.

7. NONWAIVER OF BREACH. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

8. EXPENSES AND ATTORNEYS' FEES. The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs, and expenses.

9. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.

10. NO THIRD-PARTY BENEFICIARIES. No right, privilege, or immunity of any of the Parties shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.

11. MODIFICATION MUST BE IN WRITING. No oral or written statements made prior to or following entry of this Agreement shall be considered a part of this Easement Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon mutual agreement and with the signatures of the owners of both the Grantor Parcel and the Grantee Parcel.

12. SEVERABILITY. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. REPRESENTATION. This Agreement was prepared by Barron Quinn Blackwood PLLC on behalf of Grantor. Grantee has been advised to review this Agreement with legal counsel of its choosing and has either done so or has knowingly and voluntarily declined to do so.

14. DISPUTE RESOLUTION. The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. In the event of a dispute, each party is required to immediately notify the other parties, in writing, of each and every dispute or disagreement arising out of or related to this Agreement. Upon such written notification, the parties shall, as soon as practicable but in no event longer than five (5) days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all parties. If any such dispute is not resolved within fifteen (15) business days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to Chapter 7.04A RCW. The party wishing to have the dispute referred to binding arbitration shall provide written notice to each party. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the presiding judge of the Skagit County Superior Court shall select the arbitrator following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the procedures for the arbitration. The arbitration shall be heard in Skagit County, Washington within ten (10) business days from the date the non-filing parties were provided notice of the arbitration. The decision of the arbitrator shall be binding and non-appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

15. ENTIRE AGREEMENT. This Agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF this Agreement is executed as of the date above.

Grantor:

Three Willows Lake LLC

Teresa Kenote
By Teresa Kenote, Authorized Member

STATE OF WASHINGTON }
COUNTY OF ^{Skagit}WHATCOM } §

Signed before me on the date specified below by Teresa Kenote as the Authorized Member of Three Willows Lake LLC.

{Stamp}



Briana Thayer
(Signature) NOTARY PUBLIC
Date: 10/24/2024
My commission expires: December 11, 2024

Grantee:

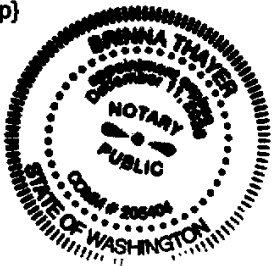
Coddiwomple LLC

Nathaniel Scott
By Nathaniel Scott, Authorized Member

STATE OF WASHINGTON }
COUNTY OF ^{Skagit}WHATCOM } §

Signed before me on the date specified below by Nathaniel Scott as the Authorized Member of Coddiwomple LLC.

{Stamp}



Briana Thayer
(Signature) NOTARY PUBLIC
Date: 10/24/2024
My commission expires: Dec. 11th 2026

Exhibit A

LEGAL DESCRIPTION – GRANTOR LOT

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE W.M., EXCEPT THE EAST 300 FEET AND ALSO EXCEPT THE SOUTH 680 FEET THEREOF, AND EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Exhibit B

LEGAL DESCRIPTION – GRANTEE LOT

UNOFFICIAL DOCUMENT

THAT PORTION OF THE SW1/4 NW1/4 NW1/4 OF SEC 14, TWP 34, RNG 1 DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF THE SW1/4 NW1/4 NW1/4 OF SAID SECTION; THENCE SOUTH 89-58 WEST ALONG THE NORTH LINE OF SAID QUARTER, 186.8 FEET TO THE EASTERLY MARGIN OF THE G.W. GOODIER COUNTY ROAD; THENCE SOUTH 59-27-30 WEST ALONG SAID MARGIN TO AN ANGLE POINT OF SAID ROAD 502 FEET; THENCE SOUTH 3-19-30 EAST 425.7 FEET TO THE SOUTH LINE OF SAID QUARTER; THENCE NORTH 89-56 EAST 636.2 FEET; THENCE NORTH 3-5-45 WEST 679.8 FEET TO THE POINT OF BEGINNING; EXCEPT THE WEST 290 FEET OF THE SOUTH 150 FEET;

TOGETHER WITH A 1991 SKYLINE/OAKMANOR 56X28 MOBILE HOME, VIN 06910199DAB, PARCEL NUMBER P99552.

SITUATE IN SKAGIT COUNTY, WASHINGTON.