

Return Address

Stiles & Lehr Inc., P.S.
P. O. Box 228
Sedro-Woolley, WA 98284

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/13/2025

Document Title(s) (or transactions contained therein):

1. Access and Parking Easement Agreement
- 2.
- 3.

Chicago Title
500161333

Reference Number(s) of Documents assigned or released: N/A
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. GRANDVIEW'S CASCADE VILLAGE, LLC
- 2.
3. — Additional names on page 1 of document.

Grantee(s) (Last name first, then first name and initials):

1. SKAGIT FLATS LIVING LLC
- 2.
3. — Additional names on page 1 of document.

Legal description (abbreviated): Ptn of Tract 2, Short Plat 40-77, Burlington Acreage
Property in SW ¼ of the SE ¼ of Section 31, Township 35 North, Range 4 E, W.M

— Full legal is on page 7 of document – Exhibit A.

Assessor's Property Tax Parcel/Account Number(s)

P62634

NON-EXCLUSIVE ACCESS AND PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (this “**Agreement**”) is made as of 08/11, 2025 by and between GRANDVIEW’S CASCADE VILLAGE, LLC, a Washington limited liability company (hereinafter “**Grandview**”), and SKAGIT FLATS LIVING LLC, a Washington limited liability company (hereinafter “**SFL**”). Grandview and SFL may individually be referred to as a “**Party**” or collectively be referred to as the “**Parties**”.

RECITALS

WHEREAS, Grandview owns a certain parcel of real property located in the city of Burlington, Skagit County, Washington, commonly known as 425 & 429 Nardone Court, Burlington WA, 98233 (P62643) and more separately and legally described on the attached **Exhibit A**, which is incorporated herein by reference (the “**Grandview Parcel**”).

WHEREAS, SFL owns certain parcels of real property located in the City of Burlington, Skagit County, Washington, commonly known as 401 Nardone Court, Burlington, WA 98233 (P62636), 443-447 Nardone Court, Burlington, WA 98233 (P62643), and 618 Peterson Road, Burlington, WA (P62618), and more separately and legally described on the attached **Exhibit B**, which is incorporated herein by reference (the “**SFL Parcels**”).

WHEREAS, SFL is developing the SFL Parcels as depicted in the overall site plan attached hereto as **Exhibit E**.

WHEREAS, the Grandview Parcel and SFL Parcels are each adjacent to each other and the Parties desire Grandview to grant a certain easement for access and parking for a number of designated parking stalls located on Grandview parcel, depicted on the attached **Exhibit E**, for the purpose of access and parking for SFL employees, agents, contractors, guests, invitees, lessees, permittees and other authorized and permitted users (collectively, the “**Authorized Users**”) of the SFL parcels.

AGREEMENT

NOW, THEREFORE, WITH THE INTENTION TO BE LEGALLY BOUND AND IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Easement Agreements.**

- a. **Parking Easement.** Grandview does hereby grant and convey unto SFL and to each of their Authorized Users a perpetual, non-exclusive easement for access and vehicular parking (the “**Access & Parking Easement**”) over and on a portion of Grandview Parcel highlighted on **Exhibit C** and legally described on **Exhibit D** (the “**Easement Area**”). SFL shall provide and not impede Grandview’s access over and across the SFL Parcels including the Easement Area as reasonably

necessary to access and use the Easement Area, including any code, key or other access device required to open the gate to be placed as shown in Exhibit E. Grandview shall be entitled to reasonable remedies to maintain and restore its access over and across the SFL Parcels and the Easement Area including in the case of emergency, removing any temporary or permanent improvement restricting such access.

- b. Modifications/Alterations. Except as expressly provided herein, SFL shall not construct or maintain any building or other structure, or permit any obstruction on any portion of the Grandview Parcel without the express written consent of Grandview or its successors-in-interest. SFL shall not modify or alter the plan for the Easement Area without the express written consent of Grandview's. SFL shall not permit waste, or overuse including long-term parking, dumping or debris to accumulate in the Easement Area. Grandview shall not interfere with the exercise of SFL's rights to use the Easement Area, unless legally obligated to do so or unless mutually agreed to by the Parties or as provided herein. The Parties further agree that such rights and privileges granted herein shall only extend to the Easement Area and any area of the SFL Parcel necessary to use the Easement Area or give effect to the terms of this Agreement.
2. Maintenance and Repair. SFL shall be solely responsible, at its cost, for maintaining the Easement Area located on the Grandview Parcel, including any improvements constructed thereto, and agrees to repair and maintain such Easement Areas in good and operating condition. Maintenance also includes, but is not limited to, routine, periodic snow and debris removal, striping, resealing and repaving, and maintaining any gates or fencing as reasonably necessary.
3. Grandview's Access. Grandview, its employees, agents, contractors, guests, invitees, lessees, permittees and other authorized and permitted users shall have a right to cross the Easement Area and those areas of SFL's Parcel necessary to give effect to this Agreement, provided they do not interfere with SFL's use of the Easement Area.
4. Limitations. SFL, its successors in interest and assigns, shall not use or allow the use of the Easement Area for any use other than as specifically granted under this Agreement, unless otherwise agreed to in writing by the other Parties.
5. Indemnification. SFL shall defend, indemnify and hold the Grandview and its successors in interest harmless from and against any and all claims, losses and liabilities, including reasonable costs and attorney fees and costs, arising out of or related to the use of the Easement Area.
6. Insurance. Grantee agrees to maintain in full force and effect at all times during the term of this Easement the following policies of insurance described in this Section.
 - a. Liability Insurance. Grantee shall obtain a commercial general liability policy with coverage of at least \$1,000,000.00 combined single limit per occurrence and at least \$2,000,000 in the aggregate. Grantee shall also obtain, if available at commercially

reasonable rates, an umbrella policy providing at least \$5,000,000 in additional coverage.

b. General Requirements for Insurance Policies.

- i. The policies may contain reasonable deductibles that shall be disregarded in determining whether the insurance meets the coverage requirements.
 - ii. All insurance coverage obtained shall be carried with financially responsible insurance companies authorized to do business in Washington.
 - iii. All liability insurance policies shall name Grantor as an additional named insured.
 - iv. All liability insurance policies shall include contractual liability insurance insuring Grantee's indemnity obligations under Section 5 of this Easement.
 - v. All insurance policies shall provide for a certificate of insurance to be furnished to Grantor which shall name Grandview as an Additional Insured.
 - vi. Grantee shall use reasonable efforts to secure insurance policies with an endorsement providing that Grantor will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or nonrenewal.
- c. Waiver of Subrogation. To the extent of any reciprocal insurance obligations now or in the future, the Parties hereby waive all rights of recovery and causes of action and releases each other from any liabilities from all losses and damages occasioned to the property and damages that are of the type covered under the policies required by this Section 6 and such policies shall provide, to the extent the same is available under the policies or by endorsement, for waivers of any right of subrogation that the insurer of such Party may acquire against any other Party to this Easement with respect to any losses.

7. Payment to Grandview. The parties agree that SFL and Grandview's negotiated a payment in exchange for this Agreement. SFL shall pay Grandview the agreed fee upon mutual execution of the Agreement, as a contingent precedent to this Agreement becoming effective. In the event of any dispute the parties shall be permitted to enter into evidence documentation of the agreed fee and its payment.
8. Breach. In the event of any breach of an express or implied obligation, condition or covenant herein or at law, Grandview shall provide notice and thirty (30) days to cure (Cure Period) to SFL. In the event of emergency notice of a breach shall be provided as soon as practicable following the emergency, and all rights to cure shall run from the date notice is received. In the event SFL fails to cure such breach or diligently pursue such cure during the Cure Period this easement shall terminate and be of no further force or effect, except to the extent that such easement is required to be maintained for compliance with any law, regulations, code, ordinance or similar, in which event SFL shall be responsible for any

costs and fees incurred by Grandview to cure such breach, and such costs shall be due and payable within thirty (30) days of receipt of a written demand from the non-breaching party. Failure to notify SFL does not constitute acceptance of any breach or alleged breach of this Agreement. Acceptance of any breach does not constitute or require acceptance of future breach of the same or different nature.

9. Negation of Partnership/Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties or between the successors in interest of any of the Parties and no Party shall have the right to act as an agent for another Party unless expressly authorized to do so by separate written instrument.
10. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grandview's Parcel to the general public or for any public use or purpose whatsoever unless specifically provided herein. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.
11. Severability. If for any reason any portion of this Agreement or any agreement contained herein shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this instrument or agreement and the remaining portions of the Agreement shall remain in full force and effect.
12. Covenants Running with the Land. This Agreement shall be recorded in Skagit County. The right to use and exercise the rights and privileges contained in this Agreement, and the related benefits and burdens provided for herein, shall be perpetual, shall run with the land, and shall inure to the benefit of each of the Parcel owners and their respective successors and assigns.
13. Attorney's Fees. The substantially prevailing Party in any action or suit to enforce any term or provision of this Agreement or to recover damages or obtain equitable relief in connection with any breach or default by another Party or Parties of any term or provision of this Agreement shall be entitled to recover from the other Party(ies) the substantially prevailing Party's reasonable attorneys' fees and costs incurred in connection with such action or suit.
14. Notice. All notices hereunder shall be in writing and shall be considered given either (a) when delivered in person, (b) upon receipt when delivered by a reputable overnight delivery service to the address given below; or (c) upon receipt if sent by mail, registered or certified, return receipt requested, in a sealed envelope or container postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Grandview:

Grandview's Cascade Village LLC
P.O. Box 159

Arlington, WA 98223
Attn: Scott Wammack
Phone: (360) 435-7171
Email: gv@grandviewinc.net

With a copy to:

Andrew L. Zabel
Houlihan Law
100 N. 35th Street
Seattle, WA 98103
Phone: (206) 547-1752
Email: andy@houlihan-law.com

Notice to SFL:

SKAGIT FLATS LIVING LLC
16559 Country Club Drive
Burlington, WA 98233
Attn: Brandon Atkinson
Phone: (360) 708-8618
Email: brandon.kate.atkinson@gmail.com

With a copy to:

Brock D. Stiles
Stiles & Lehr Inc., P.S.
925 Metcalf St./P.O. Box 228
Sedro-Woolley, WA 98284
Phone: (360) 855-0131
Email: brock@stileslaw.com

Each Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both.

15. **Miscellaneous.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. The Parties agree to cooperate fully in all matters related to or arising out of this Agreement. Wherever in this Agreement the consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld or delayed. This Agreement shall be given fair and reasonable interpretation, without consideration or weight being given to who may have drafted the same. Each Party shall bear its own attorney fees prior to this Agreement being executed. Waiver by any Party of a breach of any covenant, agreement or undertaking contained herein shall be made only by written waiver, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise and the provisions of this Agreement for any remedy, shall not exclude any other remedy. The Parties hereto execute this Agreement solely as grantors and grantees. This Agreement shall be governed under the laws of the State of Washington and jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively

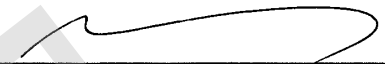
within the state or federal courts of Skagit County, Washington. The Parties understand and agree that they each have a duty to act in good faith on each and every term and condition of this Agreement. This Agreement shall only be supplemented or modified in a signed writing by all Parties. All exhibits, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein.

IN WITNESS WHEREOF, GRANDVIEW'S CASCADE VILLAGE, LLC, and SKAGIT FLATS LIVING LLC, have executed this Easement Agreement on the day and year written below.

[Signatures on Following Page]

GRANDVIEW'S CASCADE VILLAGE, LLC,

By **Grandview's Cascade Village Holdings, LLC,**
a Delaware limited liability company

By: 

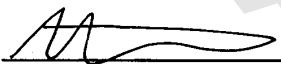
Scott Wammack, Manager

8/7/2025

Date

SKAGIT FLATS LIVING LLC,

By **Skagit Flats LLC,** a Washington limited
liability company

By: Brandon
Atkinson, Manager8/7/25

Date

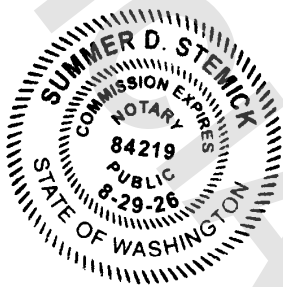
STATE OF WASHINGTON

)
) ss.

COUNTY OF SKAGIT

)

I hereby certify that I know or have satisfactory evidence that **Scott Wammack**, of GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as the Manager of GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company, and acknowledged that he signed this instrument for the Corporation as his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Summer D. Stemick
NOTARY PUBLIC in and for the
State of Washington
residing at: Archington
Commission expires: 8/29/2026

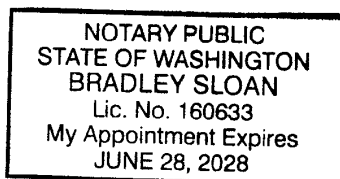
STATE OF WASHINGTON

)
) ss.

COUNTY OF SKAGIT

)

I hereby certify that I know or have satisfactory evidence that **Brandon Atkinson**, of SKAGIT FLATS LIVING LLC, a Washington limited liability company, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as the managing member of SKAGIT FLATS LIVING LLC, a Washington limited liability company, and acknowledged that he signed this instrument for the company as his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Bradley Sloan
NOTARY PUBLIC in and for the
State of Washington
residing at: Mount Vernon
Commission expires: 6-28-2028

EXHIBIT A**LEGAL DESCRIPTION OF GRANDVIEW PARCEL****Assessor's Tax Parcel No. P62634**

Tract 2 of Skagit County Short Plat No. 40-77, approved July 20, 1977 and recorded July 21, 1977 in Book 2 of Short Plats, page 88, under Auditor's File No. 861106, being a portion of Tract 49, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AS PER PLAT RECORDED IN Volume 1 of Plats, page 49, records of Skagit County, Washington.

EXHIBIT B**LEGAL DESCRIPTION OF SKAGIT FLATS LIVING PARCELS****Assessor's Tax Parcel No. P62643**

Tract 3 of Skagit County Short Plat No. 40-77, approved July 20, 1977 and recorded July 21, 1977 in Book 2 of Short Plats, page 88, under Auditor's File No. 861106, being a portion of Tract 49, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AS PER PLAT RECORDED IN Volume 1 of Plats, page 49, records of Skagit County, Washington.

Assessor's Tax Parcel No. P62636

Tract 1 of Skagit County Short Plat No. 40-77, approved July 20, 1977 and recorded July 21, 1977 in Book 2 of Short Plats, page 88, under Auditor's File No. 861106, being a portion of Tract 49, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" AS PER PLAT RECORDED IN Volume 1 of Plats, page 49, records of Skagit County, Washington.

Assessor's Tax Parcel No. P62618

That portion of the South 332 feet of the East ½ of Lot 49, "PLAT OF THE BURLINGTON ACREAGE PROPERTY" as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, lying Westerly of the West line of a tract deeded to the State of Washington for highway purposes by deed dated January 5, 1972, recorded February 17, 1972, under Auditor's File No. 764264.

EXCEPT the West 100 feet of the South 162 feet thereof.

Situate in the County of Skagit, State of Washington.

EXHIBIT C

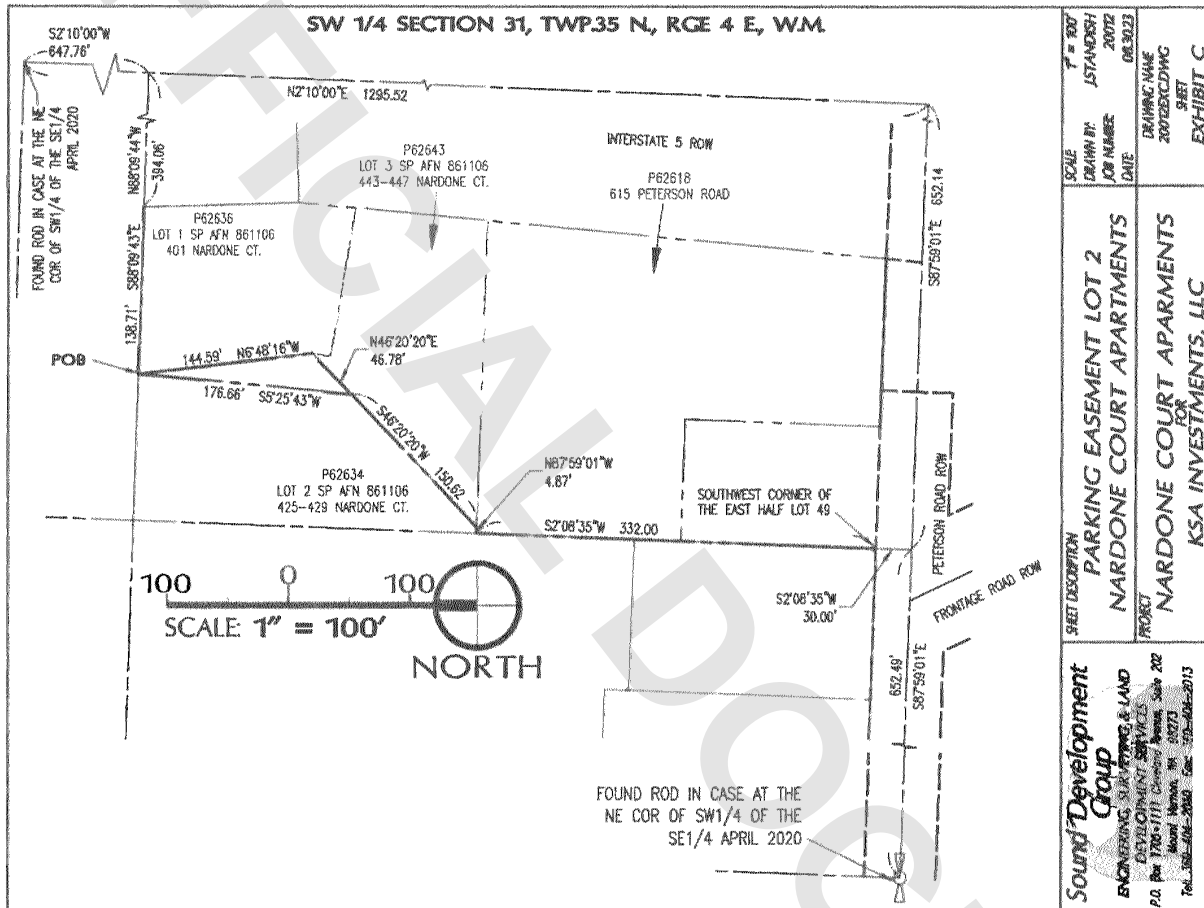


EXHIBIT D
EASEMENT AREA

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AND ALSO BEING A PORTION OF LOT 2 OF SHORT PLAT NUMBER 40-77, BEING APPROVED ON JULY 20, 1977 AND RECORDED ON JULY 21, 1977 UNDER SKAGIT COUNTY AUDITOR FILE NUMBER 861106 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE ALONG A LINE COMMON TO LOT 1 AND LOT 2 OF SAID SHORT PLAT SOUTH $06^{\circ}48'16''$ EAST TO THE MOST EASTERLY CORNER OF SAID LOT 2 A DISTANCE OF 144.59 FEET; THENCE ALONG A LINE COMMON TO LOT 2 AND LOT 3 OF SAID SHORT PLAT SOUTH $46^{\circ}20'20''$ WEST 46.78 FEET; THENCE LEAVING SAID COMMON LINE ON A BEARING OF NORTH $05^{\circ}25'43''$ EAST TO THE NORTHEAST CORNER OF SAID LOT 2 A DISTANCE OF 176.66 FEET TO THE POINT OF BEGINNING.

100,000 sq. ft. retail building

parking lot

access road

frontage road

Peterson Road

Frontage Road

SCALE 1" = 30'

NORTH

100,000 sq. ft. retail building

parking lot

access road

frontage road

Peterson Road

Frontage Road

SCALE 1" = 30'

NORTH

SCALE	AS NOTED
STATION BY	T.2500 PUL
DESIGNED BY	
DATE	01-10-84
JOB NUMBER	20012
DRAWN BY	200122/L.M.P.O.C.
SHEET NUMBER	

C2.0



OVERALL SITE PLAN

PROJECT
**NARDONE COURT
APARTMENTS**
FOR
KSA INVESTMENTS

**CALL 48 HOURS
BEFORE YOU DIE
1-800-424-6555**

