

After Recording, please return to:

Project 2 LLC  
1030 East College Way  
Mount Vernon, WA 98273  
215840-LT

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Oudman  
DATE 08/29/2025

<b>Document Title(s):</b>  Real Estate Easement
<b>Reference Number(s) of Documents assigned or released:</b> (on page __ of document(s))
<b>Grantor(s):</b>  Project 2, LLC  <b>Additional Names on page __ of document.</b>
<b>Grantee(s):</b>  2nd Street LLC  <b>Additional Names on page __ of document.</b>
<b>Abbreviated Legal Description:</b>  Parcel A: Ptn Lots 1-3, Blk 8, Ptn Lot 4, Blk 8, Ptn Lot 5, Blk 8, Ptn Lot 6, Blk 8 McLean's 3rd Street Addition to Mt. Vernon Parcel B: Ptn Blk 7, McLean's 3rd Street Addition to Mt Vernon  <b>Additional legal is on page __ of document.</b>
<b>Tax Parcel Number(s):</b>  3739-008-006-0009/ P53491/3739-007-000-0205/ P53475

**REAL ESTATE EASEMENT**

This agreement is made on August 27, 2025, by and between Project 2 LLC, hereinafter ("Grantor"), and 2<sup>nd</sup> Street LLC, hereinafter ("Grantee")

**Recitals**

- A. The Grantor is the owner of certain real property commonly known as 1909 S 2<sup>nd</sup> Street, Mount Vernon WA, ("Servient Estate") and more fully described as follows:

**PARCEL A**

That portion of Lots 1, 2 and 3, Block 8, "McLEAN'S THIRD STREET ADDITION TO MOUNT VERNON" as per plat recorded in Volume 3 of Plats, page 66, records of Skagit County, Washington, lying Southwesterly of the Southwesterly line of 2<sup>nd</sup> Street, as conveyed to the City of Mount Vernon by deed recorded June 17, 1927, under Auditor's File No. 204989.

ALSO, Lot 4, Block 8, "McLEAN'S THIRD STREET ADDITION TO MOUNT VERNON", as per plat recorded in Volume 3 of Plats, Page 66, records of Skagit County, Washington,

EXCEPT the South 15 feet of the East 108 feet thereof.

ALSO, Lot 5, Block 8, "McLEAN'S THIRD STREET ADDITION TO MOUNT VERNON", AS PER PLAT RECORDED IN Volume 3 of Plats, page 66, records of Skagit County, Washington,

EXCEPT the East 108 feet thereof.

ALSO, the West 30 feet of Lot 6, Block 8, "McLEAN'S THIRD ADDITION TO MOUNT VERNON", as per plat recorded in Volume 3 of Plats, page 66, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

- B. The Grantee is the owner of certain real property commonly known as 1901 and 1907 S 2<sup>nd</sup> Street, Mount Vernon, Washington, ("Dominant Estate"), and more fully described as follows:

**PARCEL B**

The East 138 feet of Block 7, "McLEAN'S THIRD STREET ADDITION TO MT. VERNON," as per plat recorded in volume 3 of Plats, page 66, records of Skagit County, Washington.

Except that portion described as follows:

Beginning at a point 30 feet West and 240 feet South of the Northeast corner of said Block 7; thence West, parallel with the North line of said Block 7, a distance of 108 feet;  
thence South, parallel with the East line of said Block 7, a distance of 130.49 feet, more or less, to the South line of said Block 7;  
thence East, along said South line, a distance of 108 feet, more or less, to a point 30 feet West of and parallel with the East line of said Block 7;  
thence North 127.54 feet, more or less, to the point of beginning.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

C. The Grantee desires to acquire certain rights in the Servient Estate.

**1. Grant of Easement**

In consideration of the mutual benefit to both Parties, the sufficiency of which is hereby acknowledged; Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient estate:

An area 15 feet in width running north from Blackburn Road parallel with and east of the westerly property line for a length of 214 feet, then reducing in width to 11 feet for the remainder of the westerly property line running north to Taylor Street.

**2. Character of Easement, paving installation and maintenance**

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of both the Dominant Estate and the Servient Estate. It is further agreed that the Grantor and the Grantee shall share equally in the installation costs of the driving surface as well as the ongoing maintenance and repair costs of the jointly used driveway. Installation may be at a time most convenient to either party with 60 day's written notice to the non-installing party.

**3. Duration and Binding Effect**

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and the assigns of the respective parties.

**4. Purpose of Easement**

This easement will benefit the Grantee by allowing use of the property for a common property entrance driveway, accommodating ingress, egress and underground utility installation.

**5. Limitations**

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to use defined by Paragraph 4 above, and that this easement and its specific uses is a mirror image of the easement granted over the Grantees property to the Grantor on the west side of the described common dividing property line.

**6. Exclusiveness of Easement**

The easement, rights, and privileges granted by this easement are nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

**7. Grantor's Rights**

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, lawns, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of the Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

**8. Grantees Rights and Duties**

Grantee shall have the duty to repair and maintain the property subject to the easement in accordance with item 2 above, and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantors property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

**9. Termination**

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time.

**10. Failure to Perform**

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from the Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

**11. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

**12. Attorney's Fees**

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above-mentioned date.

GRANTOR: Project 2 LLC

By: [Signature]

Date: 8/27/2025

[Signature]  
Co-managing Members

8/27/2025

GRANTEE: 2<sup>nd</sup> Street LLC

By: [Signature]

Date: 8-28-2025

[Signature]

8/28/25

## ATTACHED TO REAL ESTATE EASEMENT

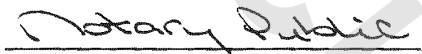
STATE OF WASHINGTON  
COUNTY OF SKAGIT

This record was acknowledged before me on this 27 day of August, 2025, by Richard G. Nord, Sr. and James N. Scott, Managers of Project 2, LLC.



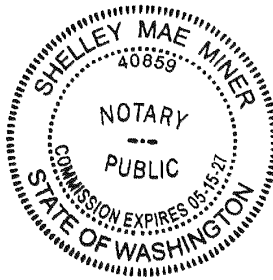
(Signature of notary public)

Stamp



(Title of office)

My commission expires: 5-15-27



STATE OF WASHINGTON  
COUNTY OF SKAGIT

This record was acknowledged before me on this 28 day of August, 2025, by John Haller and Ruth Haller, Managers of 2nd Street LLC.



(Signature of notary public)

Stamp



(Title of office)

My commission expires: 5-15-27

