

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

JJ Place LLC
224 Stewart Road, Suite 130
Mount Vernon, WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/06/2026

EASEMENT FOR SIDEWALK AND ENCROACHMENT

GRANTORS: **DIANE TAIT DONG,**
an unmarried person; and
JJ PLACE, LLC,
a Washington limited liability company

GRANTEES: **DIANE TAIT-DONG,**
an unmarried person; and
JJ PLACE, LLC,
a Washington limited liability company

Legal Description:
Abbreviated Legal: Ptn Section 16, Township 34 North, Range 4 E.W.M.

Additional Legal on pages: 1 & 2

Assessor's Tax Parcel No: 340416-0-002-0006 / P24901
340416-0-002-0100 / P104938

THIS AGREEMENT is made and entered into this 5th day of March,
2026, by **DIANE TAIT DONG**, an unmarried person, and **JJ PLACE, LLC**, a Washington
limited liability company, (hereinafter "Grantors" and "Grantees").

WHEREAS, GRANTOR/GRANTEE **DIANE TAIT DONG**, an unmarried person, is the owner
of the following described real property located in Skagit County, Washington ("Parcel A"):

Tract 1, Short Plat No. MV-3-92, approved February 27, 1992, and recorded
February 28, 1992, under Auditor's File No. 9202280046, in Volume 10 of Short

Plats, pages 64 and 65, records of Skagit County, Washington, and being a portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 34 North, Range 4 East, W.M.

TOGETHER WITH those certain non-exclusive easements for drainage and for ingress, egress, and utilities over portions of Tract 2, of said Short Plat No. MV-3-92, as more fully set forth and established by documents recorded under Auditor's File Nos. 9304120115 and 9304120116, records of Skagit County, Washington.

Situated in Skagit County, Washington.

AND WHEREAS, GRANTOR/GRANTEE **JJ PLACE, LLC**, a Washington limited liability company, is the owner of the following described real property located in Skagit County, Washington ("Parcel 'B'")

TRACT 2, SHORT PLAT NO. MV 3-92, APPROVED FEBRUARY 27, 1992 AND RECORDED FEBRUARY 28, 1992, UNDER AUDITOR'S FILE NO. 9202280046, IN VOLUME 10 OF SHORT PLATS, PAGES 64 AND 65, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXCEPT ANY PORTION LYING WITHIN COLLEGE WAY (SR 538).

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED GRANTORS, **DIANE TAIT DONG**, an unmarried person, and **JJ PLACE, LLC**, a Washington limited liability company, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to **DIANE TAIT DONG**, an unmarried person, and **JJ PLACE, LLC**, a Washington limited liability company, including any after acquired title, the following described easements:

DESCRIPTION OF EASEMENTS

Grantees shall have the right to allow residents, employees, customers, invitees, guests, licensees, contractors, agents and other persons who reasonably require access to Grantees' property to utilize the Easements identified below.

Sidewalk Easement

1. A perpetual, non-exclusive easement over, under, and across the West five feet of Parcel A, for the benefit of Parcel B, which easement area is also defined below, for ingress and

Easement for Sidewalk and Encroachment

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egress and such other uses as may be made of the existing sidewalk.

Encroachment Easement

2. A perpetual, exclusive easement for the benefit of Parcel A, over and across that portion of Parcel B bounded on the west by the southerly extension of the west line of Parcel A and on the east by the southerly extension of the east line of Parcel A and on the south by a line that is one (1) foot south of and parallel to the south line of Parcel A, for use for a shed, as the shed existed as of March 1, 2026.

GENERAL PROVISIONS:

Each Grantee hereby agree to indemnify and hold harmless each Grantor, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of these Easements by Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of an easement arises out of or is in any way related to the Grantee of that easement.

The grantee of each easement above, agrees to provide liability insurance in the minimum sum of One Million Dollars (\$1,000,000.00), naming the grantor of each easement above, as an additional insured, and shall deliver to that party, a copy of said policy and a certificate of insurance.

In the event that the Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the easement arises out of or is in any way related to Grantee cause identifiable damage to the Grantor's personal or real property, the easement area, and/or any improvements thereon, then the Grantee shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the easement area and all improvements thereon to as good or better condition as existed prior to the damage.

Grantor shall have no obligation to maintain the easement area or any improvements thereon. Grantee hereby irrevocably waives any and all prescriptive rights, claims for adverse possession and any and all other claims now existing or hereafter arising which in any way relate to or would affect any portion of Grantor's property.

The benefits, burdens, and covenants of the Easements granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

These easements shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

These easements may not be modified or amended except by written agreement signed and acknowledged by all parties.

The Grantor and Grantee, by accepting and recording these easements, do not intend for their interests in the benefited property and/or the burdened property to merge with these easements, and the interests in these easements shall hereafter remain separate and distinct. These easements shall not terminate by any merger of ownership unless the Grantor and Grantee agree otherwise and record evidence of such agreement with the Skagit County Auditor.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.


The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

/// Signatures follow ///

GRANTORS:


JJ PLACE, LLC,
a Washington limited liability company


By: John J. Piazza
Its: Member


DIANE TAIT DONG

GRANTEES:

JJ PLACE, LLC,
a Washington limited liability


By: Kimberly A. Piazza
Its: Member


DIANE TAIT DONG

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **DIANE TAIT DONG** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 3/7, 2026

Craig Sjostrom

(Signature)

NOTARY PUBLIC

Craig Sjostrom

Print Name of Notary

My appointment expires: 3/1/28