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Skagit County Auditor

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Document Title: EASEMENT FOR INGRESS, EGRESS AND PARKING
AND EXTINGUISHMENT OF EASEMENTS
Grantor: SUMMIT BANK, a Washington financial institution
Grantee: Louis Auto Glass, Inc., a Washington corporation
Legal Description: Ptn Tract Mt. Vernon S.P. No. MV-4-81
Assessor's Parcel/Tax I.D. Number: P25882, P25877, P25885
Reference No.: 9706030030; 20081160058

200812160058

**EASEMENT FOR INGRESS, EGRESS AND PARKING
AND EXTINGUISHMENT OF EASEMENTS**

THIS AGREEMENT is made and entered into by and between **SUMMIT BANK, a Washington financial institution**, hereinafter referred to as "Summit Bank" and **Louis Auto Glass, Inc., a Washington corporation**, hereinafter referred to as the "Grantee;" and,

WHEREAS, Grantee's property includes an easement for ingress and egress over and across the Summit Bank property; and,

WHEREAS, the Grantee is willing to extinguish this easement in exchange for the conveyance by Summit Bank of an easement for ingress, egress, and parking, as set forth herein. This easement agreement is made on the following terms and conditions:

WITNESSETH:

1. Consideration.

Consideration for this agreement are the mutual covenants and conditions set forth herein which are mutually agreed by all parties to be sufficient.

2. Easement for Ingress and Egress.

Summit Bank hereby conveys and assigns a perpetual, non-exclusive, easement for ingress, egress and parking over, through, and across property more fully set forth and described in Section 5 herein and depicted on Exhibit "A" and incorporated by reference herein.

a. Purpose of Easement

The easement is intended to grant Grantee exclusive driveway access for the benefit of Grantee over Grantor's property.

b. Conditions for Ingress and Egress Easement.

- i. Summit Bank is responsible to pave and maintain the easement at Summit Bank's expense assuring that the driveway is free of chuckholes or other impediments to access.
- ii. The easement is to be kept free of all obstructions. Summit Bank shall not permit vehicles to park within the easement area.
- iii. Summit Bank shall clearly designate, with signage acceptable to Grantee, that said driveway is for the exclusive use of Grantee.

3. Parking Easement.

Summit Bank hereby conveys and assigns a perpetual exclusive easement to Grantee to park in three (3) designated parking spaces located over and across the property described in Section 5 herein and depicted on Exhibit "A" and incorporated by reference herein

- a. Summit Bank shall clearly designate the three (3) parking spaces with a sign that states "Parking for Exclusive Use of Louis Auto Glass only," and shall maintain said signage.
- b. Summit Bank shall make it a policy to advise all employees and customers to not park in these parking spaces that are designated exclusively for Louis Auto Glass use and enforce noncompliance if deemed necessary by Grantee.
- c. Summit Bank shall be responsible to maintain the three (3) parking spaces with proper signage, striping and paving.



4. Appurtenant Property.

This easement shall be appurtenant to the Grantee's property described as follows:

**Louis Auto Parcel
Parcel # P-25877 and P-25885**

Tract "D" of Mount Vernon Short Plat No, MV-4-81, approved January 20, 1981 and recorded January 21, 1981, under Auditor's File No. 8101210002, in Volume 5 of Short Plats, page 26, records of Skagit County, Washington; being a portion of the Southwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.

Except from Tract D the South 40 feet thereof

TOGETHER WITH the East 15 feet of Tract A of said Mount Vernon Short Plat No. MV-4-81 excepting from said Tract A the South 155 thereof

TOGETHER WITH the West 15 feet of Tract C of said Mount Vernon Short Plat No. MV-4-81 excepting from said Tract C the South 155 thereof

Situate in the County of Skagit State of Washington.

5. Servient Estate.

This easement is servient to the Summit Bank property described as follows:

Summit Bank Parcel (Parcel # P-25882)

Tract "C" of Mount Vernon Short Plat No, MV-4-81, approved January 20, 1981, recorded January 21, 1981 in Volume 5 of Short Plats, page 26, under Auditor's File No. 8101210002 and being a portion of the Southwest ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, WM.

EXCEPT the West 15 feet of said Tract C, EXCEPT the South 155 feet thereof, as conveyed to Randy Aldridge by deed recorded September 1, 1989, under Auditor's File No. 8909010091,



ALSO EXCEPT that portion conveyed to the State of Washington by Deed recorded May 13, 1991, under Auditor's File No. 9105130037.

Together With That portion of "HAWTHORNE LAWN, PLATTED BY SKAGIT MEMORIAL PARK INC.," as per plat recorded in Volume 7 of Plats, page 13, records of Skagit County, Washington, also known as Lots 1-8 Block 1., Lots 5-8 Block 2, Lots 5-8 Block 25, Lots 1-8 Block 26, Lots 1-8 Block 27, Lots 5-8 Block 28, Lot 8 Block 50 and Lots 1, 7 and 8 Block 51 Section B, Reserve B Hawthorne Memorial Park Burial Plot Map, and being a portion of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

Beginning at the Southwest corner of said Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East W.M.;

thence North 0°28'17" West along the West line of said subdivision for a distance of 35.00 feet, more or less, to the Northerly right-of-way margin of SR 538 as shown on that certain right-of-way map labeled SR 538 MP 0.09 to MP 1.27 Jct, SR 5 to LaVenture Road, Skagit County/Right-of-way Plan Washington State Department of Transportation, dated April 15, 1988, sheet 4 of 4 and being the true point of beginning;

thence South 89°37'00" East along said North right of way margin of SR 538 for a distance of 33.20 feet;

thence North 0°23'00" East for a distance of 47.50 feet;

thence North 89°37'00" West for a distance of 18.00 feet;

thence North 0°23'00" East for a distance of 3.50 feet;

thence North 89°37'00" West for a distance of 15.96 feet, more or less, to the West line of said Southeast ¼ of the Northeast ¼ at a point bearing North 0°28'17" West from the true point of beginning;

thence South 0°28'17" East along said West line for a distance of 51.01 feet, more or less, to the true point of beginning.

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



6. Driveway and Parking Spaces.

Summit Bank is required to construct the driveway and parking spaces at their own expense. Said parking spaces and driveway shall be paved and clearly identified with signage. Furthermore, the designated parking spaces shall be striped.

7. Maintenance.

Summit Bank shall be responsible for all costs associated with future maintenance of the driveway and parking spaces.

8. Easement Extinguishment.

Grantee hereby extinguishes the non-exclusive easement for ingress, egress and utilities over and across the west 15 feet of the south 155 feet of Tract C of said Short Plat No. MV-4-81 as more fully described in said Deed between Aldridge, Grantors, and Louis Auto Glass, Inc. as Grantee, recorded under Auditor's File No. 9706030030, records of Skagit County, Washington, and the easement recorded under Auditor's File No. 20081160058, records of the Skagit County Auditor's Office.

9. General Conditions.

- a. Costs and Attorney's Fees. The prevailing party in an action to enforce the terms of this agreement shall be awarded attorney's fees incurred herein and court costs, and other costs that may be incurred in enforcing the terms of this agreement.
- b. Successors and Assigns. This agreement shall be construed as a covenant running with the land and shall be binding on heirs, successors and assigns of the Summit Bank and Grantee property.
- c. No Waiver. Failure to enforce any restriction or condition herein shall not operate as a waiver of any such restriction, covenant, or condition.
- d. Severability. Invalidation of any of the covenants or restrictions by judgment or Court order shall in no way affect any other provision which shall remain in full force and effect.
- e. Amendment. An amendment of this agreement shall require an approval of all owners.



f. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DATED this 5 day of Feb, 2009.

GRANTOR:

Summit Bank, a Washington financial institution

By: _____
Jim Bishop, President

By
Skagit Co. Treasurer
Amount Paid \$
Deputy

FEB 19 2009

GRANTEE:

Louis Auto Glass, Inc., a Washington corporation

By: *Rick Adelstein, President*
Rick Adelstein, President

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

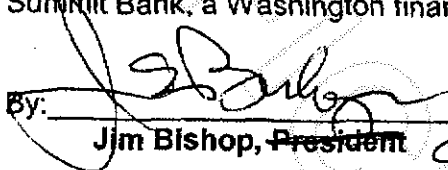


f. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

DATED this 11 day of Feb, 2009.

GRANTOR:

Summit Bank, a Washington financial institution

By: 
Jim Bishop, President CEO

GRANTEE:

Louis Auto Glass, Inc., a Washington corporation

By: _____
Rick Adelstein, President



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **JIM BISHOP** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Summit Bank, a Washington financial institution, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of
Washington, residing at: _____
Printed Name: _____
My Commission expires: _____

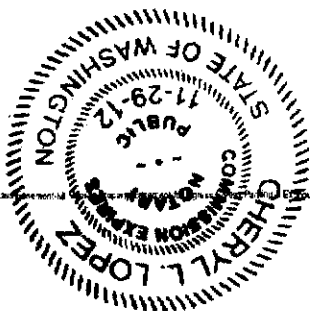
STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **RICK ADELSTEIN** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Louis Auto Glass, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 5, 2009

Cheryl L. Lopez

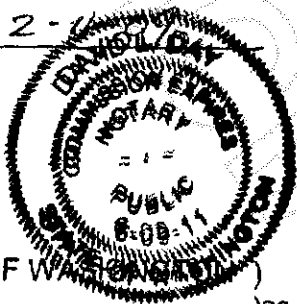
NOTARY PUBLIC, in and for the State of
Washington, residing at: 11-29-2012
Printed Name: Cheryl L. Lopez
My Commission expires: _____



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM—)

I certify that I know or have satisfactory evidence that **JIM BISHOP** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Summit Bank, a Washington financial institution, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-11-11



David L. Day
NOTARY PUBLIC, in and for the State of
Washington, residing at: Bow, Wa.
Printed Name: DAVID L. DAY
My Commission expires: 6-9-11

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **RICK ADELSTEIN** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Louis Auto Glass, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of
Washington, residing at: _____
Printed Name: _____
My Commission expires: _____

Louis Auto Glass/Easement on Vehicle Property/Easement for Ingress Egress Parking & Extinguishment of Easement 1.2500.000



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Skagit County Auditor

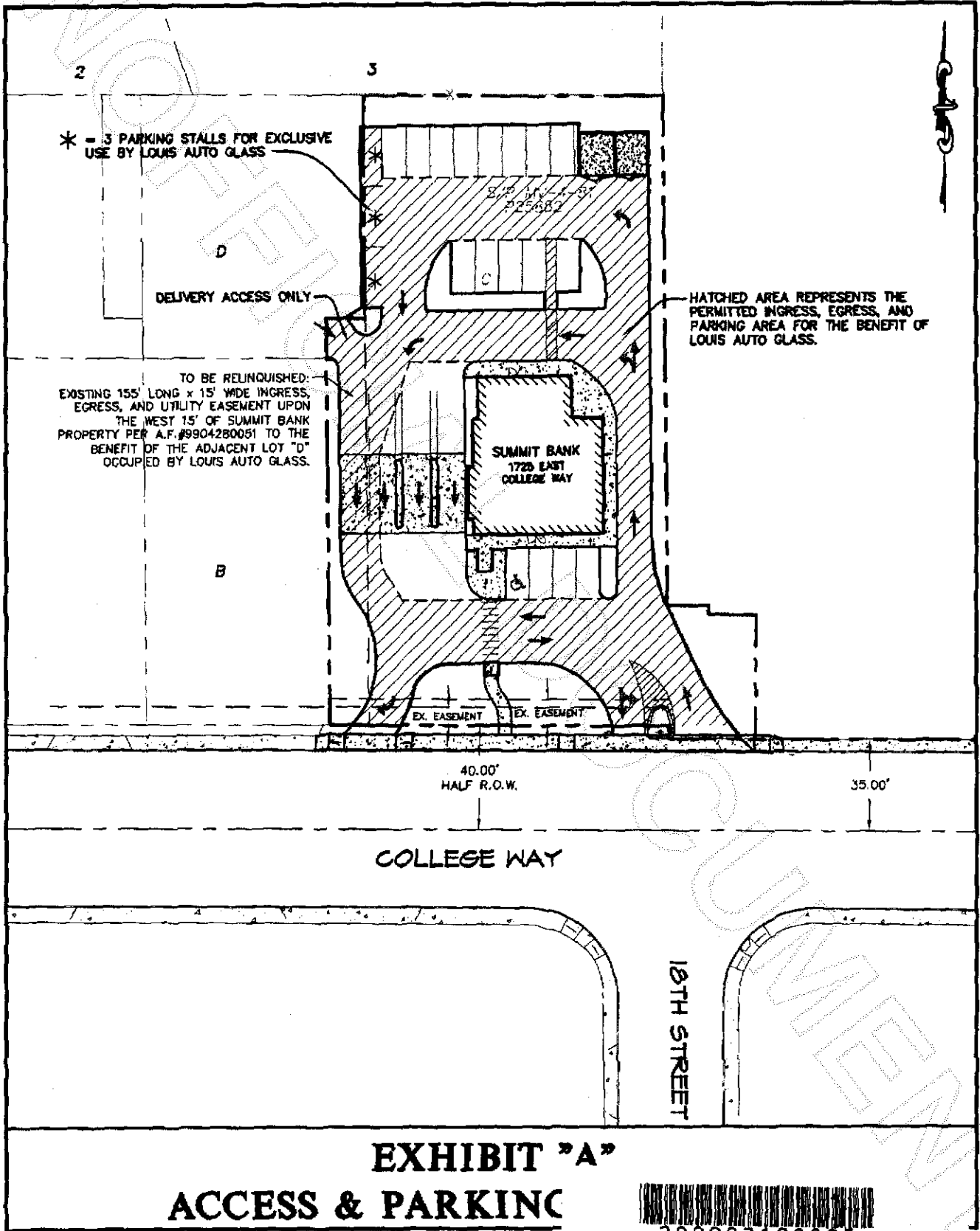


EXHIBIT "A"
ACCESS & PARKING



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 Skagit County Auditor