

Skagit County Auditor  
3/20/2015 Page 1 of 8 12:52PM \$79.00

**AFTER RECORDING RETURN TO:**

Miller Nash Graham & Dunn LLP  
2801 Alaskan Way  
Suite 300  
Seattle, Washington 98121  
Attn: Nicholas Drader

**ACCESS AND PARKING EASEMENT**

<b>Grantors:</b>	PBWA PROPERTIES, LLC, a Washington limited liability company	
<b>Grantees:</b>	FOOTHILLS CHRISTIAN SCHOOL, a Washington non-profit corporation	
<b>Full Legal:</b>	LOTS 1, 2, 3, 4, 5, AND 6, "O'LEARY'S ADDITION TO MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITAUTE IN THE CITY OF MOUNT VERON, COUNTY OF SKAGIT, STATE OF WASHINGTON.	
<b>Tax Parcel Nos:</b>	P53960 (3749-000-006)	<b>SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX</b>
<b>Reference Number of Documents Assigned or Released:</b>	N/A	<i>easement</i> MAR 20 2015 Amount Paid \$ Skagit Co. Treasurer By <i>YAF</i> Deputy

THIS ACCESS AND PARKING EASEMENT ("Agreement"), dated as of March 18, 2015, is made by and between PBWA PROPERTIES, LLC, a Washington limited liability company ("PBWA") and FOOTHILLS CHRISTIAN SCHOOL, a Washington non-profit corporation ("School").

**RECITALS:**

A. PBWA owns the following real property ("Lot 1"):

LOTS 1, 2, 3, 4, 5, AND 6, "O'LEARY'S ADDITION TO MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITAUTE IN THE CITY OF MOUNT VERON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

B. School owns the following real property ("Lot 2"):

LOT 17, 18, 31 AND 32, "VIEW CREST ADDITION, MOUNT VERNON, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUAUTE IN THE CITY OF MOUNT VERON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

C. Lot 1 and Lot 2 are contiguous and have been improved. School has requested PBWA to grant it a parking easement as set forth herein, and PBWA is willing to do so.

#### EASEMENT AND AGREEMENT

In consideration of the covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby make the following grants and agreements:

1. PBWA hereby grants and conveys to School and its successors and assigns, including all lessees, sublessees, employees, customers, visitors, invitees, licensees, and patrons, as an appurtenance to Lot 2 (a) a non-exclusive easement for ingress, egress, and access by vehicular and pedestrian traffic over and across those portions of Lot 1 that are now or may hereafter be designated from time to time by PBWA, in its reasonable discretion, as roads, driveways, accessways, sidewalks, walkways, exits, entrances, and other paved or surfaced areas created for public use; and (b) a non-exclusive easement for parking of motor vehicles over and upon that portion of the common areas of Lot 1 legally described on Exhibit A-1 and depicted on Exhibit A-2 attached hereto that are now or may hereafter be designated from time to time by PBWA, in its reasonable discretion, as parking areas or spaces.

2. Vehicular and pedestrian access shall be subject to reasonable restrictions that may be adopted from time to time for traffic flow, landscaping, pedestrian safety, and similar considerations. In addition, PBWA reserves the right, from time to time, to do the following:

(a) Establish reasonable rules and regulations with respect to parking areas or spaces and other portions of common areas, which may include the right to limit or prohibit parking by lessees, sublessees, or their employees or contractors (whether by location, hours or use, number of spaces, or otherwise) if the party owning the Lot determines that parking areas or spaces are being overburdened;

(b) Change the parking areas or spaces and other common areas, provided that such changes do not impact the points of vehicular access, unless mutually agreed upon;

(c) Erect additional buildings or other structures or landscaping devices or features, including any within the common areas, provided that the same do not materially impair the rights created hereunder; and

(e) Otherwise exercise control and management over the parking areas and spaces and other common areas.

The exercise of any such rights of control and management by PBWA shall be in a reasonable, equitable, and non-discriminatory manner and shall include the right to close all or any portion of the parking areas or other common areas to such an extent as may, in the opinion of PBWA's legal counsel, be legally sufficient to prevent a dedication thereof or the accrual of any prescriptive or similar such rights to any person or to the public domain. Neither party shall unreasonably prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian access to and from Lot 1 and Lot 2.

3. School covenants and agrees, at all times during the duration of any easement created hereunder, to obtain and maintain in force general public liability insurance in the amount of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate (or such other amounts as the parties agree), against claims for bodily injury or property damage occurring in, on or about Lot 1 and Lot 2. Each party agrees to submit, upon request of the other, a certificate of insurance or other satisfactory evidence that the insurance required hereunder is being maintained.

4. PBWA agrees at its cost and expense to maintain in good condition and repair the portions of Lot 1 that are subject to the easement granted herein and to pay all associated expenses, including real estate taxes, assessments and other charges.

5. All provisions of this grant of easements run with the land and are binding upon, and inure to the benefit of, the parties and their respective successors and assigns. The easements granted herein may not be transferred or assigned separate or apart from the benefited real property, that is, the dominant estate.

6. The easements granted hereunder are in addition to and not in lieu of any other easements, conveyance or other grants (collectively, the "Other Grants") made by (i) any owner of Lot 1 in favor of Lot 2 or (ii) any owner of Lot 2 in favor of Lot 1. In no way shall this Agreement be deemed to rescind or replace any such Other Grants.

7. In the event that any party brings an action to enforce its rights hereunder, the party most prevailing in such action shall be entitled, in addition to any other remedy or relief, to an award of its costs and reasonable attorneys' fees, including any incurred on appeal.

As evidence of the foregoing, the parties have executed this instrument as of the date first above written.

PBWA PROPERTIES, LLC, a  
Washington limited liability company

FOOTHILLS CHRISTIAN SCHOOL, a  
Washington non-profit corporation

By: Tegan Daugherty for Peoples Bank, Member

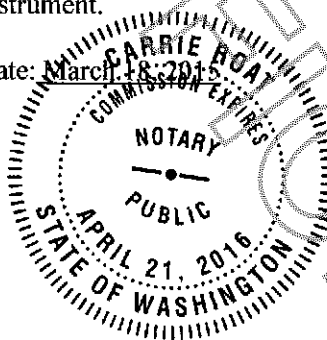
By: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Terry Daughters, EVP of Peoples Bank, Member of PBWA Properties, LLC 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 Member of PBWA PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 18, 2015



*Carrie Roat*

Notary Public in and for the State of Washington  
My appointment expires: 4/21/16

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of FOOTHILLS CHRISTIAN SCHOOL, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

(e) Otherwise exercise control and management over the parking areas and spaces and other common areas.

The exercise of any such rights of control and management by PBWA shall be in a reasonable, equitable, and non-discriminatory manner and shall include the right to close all or any portion of the parking areas or other common areas to such an extent as may, in the opinion of PBWA's legal counsel, be legally sufficient to prevent a dedication thereof or the accrual of any prescriptive or similar such rights to any person or to the public domain. Neither party shall unreasonably prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian access to and from Lot 1 and Lot 2.

3. School covenants and agrees, at all times during the duration of any easement created hereunder, to obtain and maintain in force general public liability insurance in the amount of not less than \$1,000,000 per occurrence, \$1,000,000 in the aggregate (or such other amounts as the parties agree), against claims for bodily injury or property damage occurring in, on or about Lot 1 and Lot 2. Each party agrees to submit, upon request of the other, a certificate of insurance or other satisfactory evidence that the insurance required hereunder is being maintained.

4. PBWA agrees at its cost and expense to maintain in good condition and repair the portions of Lot 1 that are subject to the easement granted herein and to pay all associated expenses, including real estate taxes, assessments and other charges.

5. All provisions of this grant of easements run with the land and are binding upon, and inure to the benefit of, the parties and their respective successors and assigns. The easements granted herein may not be transferred or assigned separate or apart from the benefited real property, that is, the dominant estate.

6. The easements granted hereunder are in addition to and not in lieu of any other easements, conveyance or other grants (collectively, the "Other Grants") made by (i) any owner of Lot 1 in favor of Lot 2 or (ii) any owner of Lot 2 in favor of Lot 1. In no way shall this Agreement be deemed to rescind or replace any such Other Grants.

7. In the event that any party brings an action to enforce its rights hereunder, the party most prevailing in such action shall be entitled, in addition to any other remedy or relief, to an award of its costs and reasonable attorneys' fees, including any incurred on appeal.

As evidence of the foregoing, the parties have executed this instrument as of the date first above written.

PBWA PROPERTIES, LLC, a  
Washington limited liability company

FOOTHILLS CHRISTIAN SCHOOL, a  
Washington non-profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

By: Burkhard M. ...  
BOARD PRESIDENT

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of PBWA PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Barbara Gustafson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Board President of FOOTHILLS CHRISTIAN SCHOOL, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 18, 2015

Sara Porter  
Notary Public in and for the State of Washington  
My appointment expires: March 16, 2018

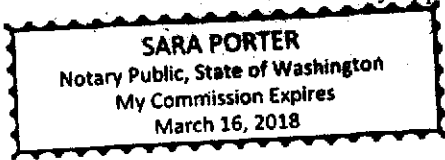


Exhibit A-1

Legal Description of Easement Parking Area on PBWA Property

THE SOUTH 35.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF LOTS 5 AND 6, PLAT OF "O'LEARY'S ADDITION TO MOUNT VERNON," AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTION COVENANTS, LIENS, LEASES, COURT CASE AND OTHER INSTRUMENTS OF RECORDS.

SITUAUTE IN THE CITY OF MOUNT VERON, COUNTY OF SKAGIT, STATE OF WASHINGTON

Exhibit A-2  
Map of Easement Parking Area on PBWA Property

