



202409120043

09/12/2024 03:35 PM Pages: 1 of 9 Fees: \$311.50
Skagit County Auditor

After recording, return to

Houlihan Law P.C.
100 N. 35th Street
Seattle, WA 98103

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20242131
SEP 12 2024

Amount Paid \$ 1,765.00
Skagit Co. Treasurer
By *KA* Deputy

(Space above this line for recorder's use only)

Grantor	Daniel R. Mitzel and Patricia R. Burklund, married couple
Grantee	Laventure Group LLC, a Washington limited liability company
Grantor Parcel Number	P108342
Grantee's Parcel Number	P108343
Legal Description of Grantor Property	CASCADE PLACE/CASCADE MEADOWS BSP-2-95, ACRES 1.59, (DK12) PARCEL 3, EXCEPT THAT PORTION OF PARCEL 3 LOCATED IN BINDING SITE PLAN OF CASCADE PLACE/CASCADE MEADOWS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 4 O
Legal Description of Grantee Property	CASCADE PLACE/CASCADE MEADOWS BSP-2-95, ACRES 0.4521, (DK12) PARCEL 4; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 89 DEGREES 28' 22" EAST ALONG THE SOUTH LINE OF PARCEL
Reference Nos. of Recorded Documents	N/A

GRANT OF EASEMENT

This Non-Exclusive Access and Parking Easement (the "Easement") is granted this September 10th, 2024, by Daniel R. Mitzel and Patricia R. Burklund, married couple ("Grantor"), for the benefit of Laventure LLC, a Washington limited liability company ("Grantee") based upon the following:

RECITALS

WHEREAS, the Grantor is the owner of the property legally described in Exhibit A attached hereto, herein called the "Grantor Property" and located at 160 Cascade Place, Burlington Washington;

WHEREAS, Grantee is constructing a multi-family development that will require off-property parking spaces to be located on the Grantor Property which is legally described in **Exhibit B**, attached hereto, herein called the “**Grantee Property**,” located at **164 Cascade Place, Burlington Washington**; and

WHEREAS, Grantor agrees that thirteen (13) legally established parking spaces on the Grantor Property, as shown on the Site Plan in **Exhibit C** attached hereto (Stalls #14 – 26), may be used subject to the terms and conditions of this Easement by Grantee and its agents, invitees, tenants and other visitors as off-street parking spaces, for purposes of compliance with the Burlington City Code parking requirements for the Grantee Property as stated in Section 17.85.070 of the Land Use Code of the City of Burlington relating to off-site shared parking.

NOW, THEREFORE, in exchange for the valuable consideration and other benefits herein, the sufficiency of which is acknowledged, the Grantor grants the following easement for Off-Property Shared Parking to Grantee as follows:

- **Grant of Easement.** Grantor grants a perpetual, non-exclusive easement over and across Grantor’s Property for Grantee’s use and for Grantee’s agents, invitees, tenants and other visitors to use the legally established parking spaces on the Grantor Property as depicted in **Exhibit C**, and such other rights, including access, ingress and egress as are necessary for the purposes of this Easement.
- **Insurance.** Grantor and Grantee shall each maintain commercial insurance for their respective properties. Upon request either party shall name the other as an additional insured and deliver a certificate to the requesting party.
- **Maintenance.** Grantor shall maintain the parking spaces depicted in **Exhibit C** in suitable condition for the purposes herein at its own cost and expense. The parties shall take such other steps as may be required from time to time by the City of Burlington for compliance with the Burlington City Code or to give effect to the purpose of this Easement.
- **Termination or Removal.** Neither Grantor nor Grantee, nor their respective successors and assigns, may terminate or remove this Easement for so long as such easement is required to satisfy: (i) any loan covenants; and, (ii) compliance with the Burlington City Code and applicable zoning or other development requirements for Grantee’s Property. This Easement may be terminated by mutual agreement of the Grantor and Grantee subject to the conditions in this Section 4.
- **Severability.** The invalidation by any court of any reservation, covenant, restriction, limitation or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.
- **Conflicts.** To the extent this Easement modifies any prior documents of record affecting the Property, this Easement shall control.
- **Easement Purchase.** Upon the recording of this Easement, Grantee shall pay a one time, fee of \$110,000 to Grantor for the rights herein.
- **Runs With the Land.** This Easement constitutes a covenant running with the land affecting the Grantor Property and shall be binding upon and inure to the benefit of the respective owners, and

their successors and assigns, and terminable upon the terms herein or as otherwise provided at law.

- **Attorneys' Fees.** If either party brings a legal proceeding to enforce or obtain a declaration of its rights under this Easement the prevailing party in such legal proceeding shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.
- **Unity of Title.** It is the intention that the rights and obligations hereunder shall not terminate or be extinguished solely by reason of existing or future common ownership of the Grantor Property and Grantee Property.
- **Binding Nature.** Grantor and Grantee agree this Easement shall be binding on their respective successors and assigns.
- **No Partnership or Joint Venture.** This Easement shall not be construed to constitute any form of partnership or joint venture between the Grantor and Grantee.

[Signatures on Next Page]

Executed as of the date stated above.

GRANTOR:

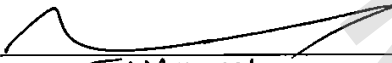
Daniel R. Mitzel and Patricia R. Burklund, married couple,

By: _____,

By: _____,

GRANTEE:

LAVENTURE GROUP, LLC,
a Washington limited liability company

By: 
 Name: SCOTT WAMMOCK
 Its: MAINTENANCE MEMBER

their successors and assigns, and terminable upon the terms herein or as otherwise provided at law.

- **Attorneys' Fees.** If either party brings a legal proceeding to enforce or obtain a declaration of its rights under this Easement the prevailing party in such legal proceeding shall be entitled to recover its reasonable costs and attorneys' fees from the non-prevailing party.
- **Unity of Title.** It is the intention that the rights and obligations hereunder shall not terminate or be extinguished solely by reason of existing or future common ownership of the Grantor Property and Grantee Property.
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[Signatures on Next Page]

Executed as of the date stated above.

GRANTOR:

Daniel R. Mitzel and Patricia R. Burklund, married couple,

By: 

By: 

GRANTEE:

LAVENTURE GROUP, LLC,
a Washington limited liability company

By: _____
Name:
Its:

Notary block on following page.

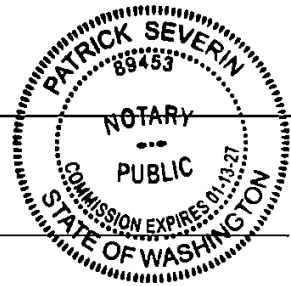
STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGOT)

On this day personally appeared before me, Daniel R. Mitzel and Patricia R. Burklund, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free voluntary deed, for the uses and purposes therein mentioned.

Given under my hand this 10th day of SEPTEMBER, 2024.

PATRICK L SEVERIN
(print or type names)

NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT SEVERIN



My commission expires: 1/13/27

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me, Scott Wammack, as Manager of Laventure Group, LLC to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free voluntary deed, for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____, 2024.

(print or type names)

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My commission expires: _____

Notary block on following page.

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this day personally appeared before me, Daniel R. Mitzel and Patricia R. Burklund, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free voluntary deed, for the uses and purposes therein mentioned.

Given under my hand this _____ day of _____, 2024.

(print or type names)

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF WA)

On this day personally appeared before me, Scott Wammack, as Manager of Laventure Group, LLC to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free voluntary deed, for the uses and purposes therein mentioned.

Given under my hand this 12th day of sept, 2024.

Summer D Stemick
(print or type names)

NOTARY PUBLIC in and for the State of Washington,
residing at Arlington

My commission expires: 5/29/2026



Exhibit A
Legal Description of Grantor's Property

DK 12: PARCEL 3, OF BINDING SITE PLAN NO. 2-95 OF CASCADE PLACE/CASCADE MEADOWS, RECORDED UNDER AF#9601180033. EXCEPT THAT PORTION OF PARCEL 3 LOCATED IN BINDING SITE PLAN OF CASCADE PLACE/CASCADE MEADOWS DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 4 OF SAID BINDING SITE PLAN; THENCE NORTH 89 DEGREES 28' 22' WEST ALONG THE SOUTH LINE OF PARCEL 9 OF SAID BINDING SITE PLAN A DISTANCE OF 81.63 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 0 DEGREES 31' 38' WEST A DISTANCE OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 55 DEGREES 08' 42' AN ARC DISTANCE OF 14.44 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 81 DEGREES 13' 56' AN ARC DISTANCE OF 77.98 FEET TO THE EAST LINE OF SAID PARCEL 3; THENCE NORTH 0 DEGREES 31' 38' EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF PARCEL 4 LOCATED IN THE BINDING SITE PLAN OF CASCADE PLACE/CASCADE MEADOWS AS APPROVED OCTOBER 26, 1995, AND RECORDED JANUARY 18, 1996, IN VOLUME 12 OF PLATS ON PAGES 66 TO 68 UNDER AUDITOR'S FILE NO. 9601180033, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 0 DEGREES 31' 38' WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 31' 38' WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 161.23 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE NORTH 55 DEGREES 29' 16' EAST 2.38 FEET; THENCE NORTH 40 DEGREES 42' 53' EAST 19.74 FEET; THENCE NORTH 39 DEGREES 02' 33' EAST 5.31 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL 4 NORTH 0 DEGREES 31' 38' EAST 154.73 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 49 DEGREES 32' 58' WEST A DISTANCE OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 23 DEGREES 59' 22' AN ARC DISTANCE OF 23.03 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B
Legal Description of Grantee's Property

DK 12: PARCEL 4, OF BINDING SITE PLAN NO. 2-95 OF CASCADE PLACE/CASCADE MEADOWS, RECORDED UNDER AF#9601180033; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 89 DEGREES 28' 22" EAST ALONG THE SOUTH LINE OF PARCEL 9 OF SAID BINDING SITE PLAN, A DISTANCE OF 24.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 28' 22" EAST A DISTANCE OF 26.64 FEET TO THE WEST LINE OF PARCEL 5 OF SAID BINDING SITE PLAN; THENCE SOUTH 0 DEGREES 37' 19" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 9.02 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID PARCEL 4; THENCE NORTH 70 DEGREES 53' 23" WEST A DISTANCE OF 28.29 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF PARCEL 4 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 0 DEGREES 31' 38" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 31' 38" WEST ALONG THE WEST LINE THEREOF, A DISTANCE OF 161.23 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE NORTH 55 DEGREES 29' 16" EAST 2.38 FEET; THENCE NORTH 40 DEGREES 42' 53" EAST 19.74 FEET; THENCE NORTH 39 DEGREES 01' 33" EAST 5.31 FEET; THENCE LEAVING THE SOUTH LINE OF SAID PARCEL 4 NORTH 0 DEGREES 31' 38" EAST 154.73 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 49 DEGREES 32' 58" WEST A DISTANCE OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 23 DEGREES 59' 22" AN ARC DISTANCE OF 23.03 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF PARCEL 4 OF BINDING SITE PLAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 4; THENCE SOUTH 89 DEGREES 28' 22" EAST ALONG THE SOUTH LINE OF PARCEL 9 IN SAID BINDING SITE PLAN, A DISTANCE OF 24.80 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WHOSE RADIUS POINT BEARS NORTH 62 DEGREES 25' 53" WEST A DISTANCE OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 36 DEGREES 52' 17" AN ARC DISTANCE OF 35.39 FEET TO THE WEST LINE OF SAID PARCEL 4; THENCE NORTH 0 DEGREES 31' 38" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 24.39 FEET TO THE POINT OF BEGINNING.

