

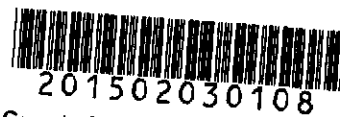
Recording Requested By And  
When Recorded Mail To:

Skagit County Public Works  
Attn: Facility Management  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 03 2015

Amount Paid \$  
Skagit Co. Treasurer  
By *MLM* Deputy



Skagit County Auditor  
2/3/2015 Page 1 of 9 \$80.00  
3:59PM

DOCUMENT TITLE: Access Easement GUARDIAN NORTHWEST TITLE CO.

REFERENCE NUMBER OF RELATED DOCUMENT: 106867-4

GRANTOR(S): Skagit County, a political subdivision of the State of Washington

GRANTEE(S): Old 99, LLC, a Washington limited liability company.

ASSESSOR'S TAX / PARCEL NUMBER(S): P119267 (XrefID: 8040-000-006-0000); and  
P29546 (XrefID: 340432-2-030-0008).

ABBREVIATED LEGAL DESCRIPTION: New Parcels A & B, per City of Mount Vernon Boundary  
Line Adjustment PL15-002, as recorded under Auditor's File Number 201502030105,  
records of Skagit County, Washington. All of the above being a portion of the southwest quarter of the  
northwest quarter of Section 32, Township 34 North, Range 4 East, W.M.

Situate in Skagit County, State of Washington.

**ACCESS EASEMENT**

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor" herein), for purposes of facilitating a boundary line adjustment, hereby grants and conveys to **Old 99, LLC**, a Washington limited liability company, ("Grantee" herein), and Grantee's agents, successors, and assigns, a permanent, perpetual, non-exclusive Access Easement for reasonable road access and utilities (herein the "Easement"). Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties."

**1. Nature and Location of Easement.** The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under portions of Grantor's Property, such Easement area as legally described on Exhibit "A", and as depicted on Exhibit "B" (attached hereto and incorporated by reference), for the purposes of providing an access road to Grantee's Property and for purposes of allowing for the reasonable placement, use, and maintenance of utilities within the Easement area including the right of ingress and egress with all necessary vehicles and equipment for said purposes. The Grantee specifically recognizes and agrees

*no monetary consideration*

that Grantor is not obligated to make, construct, operate, maintain, or repair any particular improvements or facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Easement. A legal description of the Grantor's Property is attached hereto as Exhibit "C", and is hereby incorporated by reference. A legal description of the Grantee's Property is attached hereto as Exhibit "D", and is hereby incorporated by reference. The Grantee specifically recognizes and agrees that Grantor is in no way responsible or liable for the use, maintenance, and/or repair of any private roadway(s) or utilities located within the Easement area, and Grantee specifically releases and holds the Grantor harmless from any past or future responsibility and/or liability arising from and/or related to any private roadway(s) and/or utilities located within the Easement area. The Grantee further recognizes and agrees that Grantee shall be responsible and/or liable for any use, maintenance, and/or repair of any private roadway(s) and/or utilities located within the Easement area, and that any such private roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement. Grantee releases and holds harmless Grantor from any damages or impact to Grantee's Property resulting from and/or related to this Easement. The Grantee agrees that use of this Easement by Grantee shall be at the risk of the Grantee.

**2. Encroachment/Construction Activity.** Grantor shall not undertake any construction within the Easement area which would unreasonably damage or impair the Grantee's use of and access to the Easement Area, without Grantee's prior written approval. Grantor further agrees that no permanent structures or obstructions shall be erected within the Easement area, without the written consent of Grantee; provided that Grantor shall otherwise have full use of Grantor's Property within the Easement area, so long as such use does not unreasonably interfere with the Grantee's use of the Easement (in accordance with the terms herein).

**3. Binding Effect.** The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the land, and shall be binding upon Grantee and Grantor and the parties' respective successors, heirs, and assigns.

**4. Governing Law; Venue.** This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action arising from or related to this Easement shall be in Skagit County, State of Washington.

**5. Severability.** Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

**6. Captions and Counterparts; Recording.** The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement. Upon mutual execution by the parties, the Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

**7. Entire Agreement.** This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations and agreements. This Easement



agreement may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the duly executed subsequent written agreement of the parties.

**GRANTEE:**

Old 99, LLC, a Washington limited liability company.

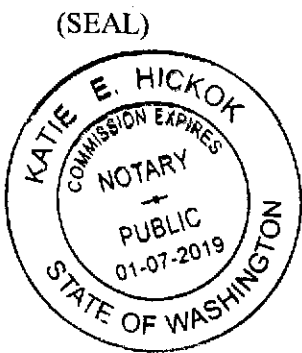
DATED this 3rd day of February, 2015.

By: *Bart Smith* Patricia R. Smith  
Print name: Bart Smith  
Its: Member

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Bart Smith, a member of Old 99, LLC, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was duly authorized to execute the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 3rd day of February, 2015



*Katie E. Hickok* Patricia Smith  
Notary Public  
Print name: Katie E. Hickok  
Residing at: Mt Rainier  
My appointment expires: 1-7-19



**GRANTOR:**

DATED this 2nd day of February, 2015.

**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**

\_\_\_\_\_  
Kenneth A. Dahlstedt, Chair

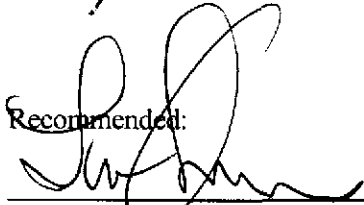
\_\_\_\_\_  
Lisa Janicki, Commissioner

\_\_\_\_\_  
Ron Wesen, Commissioner

Attest:

\_\_\_\_\_  
Clerk of the Board

Recommended:

  
\_\_\_\_\_  
Department Head

Authorization per Resolution R20050224:

  
\_\_\_\_\_  
County Administrator

Approved as to form:

 1/28/15  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

  
\_\_\_\_\_  
Risk Manager

Approved as to budget:

  
\_\_\_\_\_  
Budget & Finance Director



201502030108

Skagit County Auditor

\$80.00

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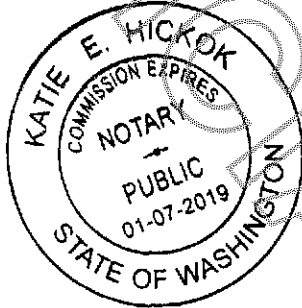
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STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that ~~Kenneth A. Dahlstedt, Lisa Janicki, and/or Ron Wesen~~ Tim Holloran was are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as ~~Commissioners~~ Administrators of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 30 day of February 2015.

(SEAL)



Notary Public

Print name: Katie E Hickok

Residing at: Mt Vernon

My appointment expires: 1-7-19



201502030108

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION

The east 30 feet of the south 450 feet of New Parcel B, per City of Mount Vernon Boundary Line Adjustment PL15-002, as recorded under Auditor's File Number 201502030105, records of Skagit County, Washington. All of the above being a portion of the southwest quarter of the northwest quarter of Section 32, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



201502030108

Skagit County Auditor

\$80.00

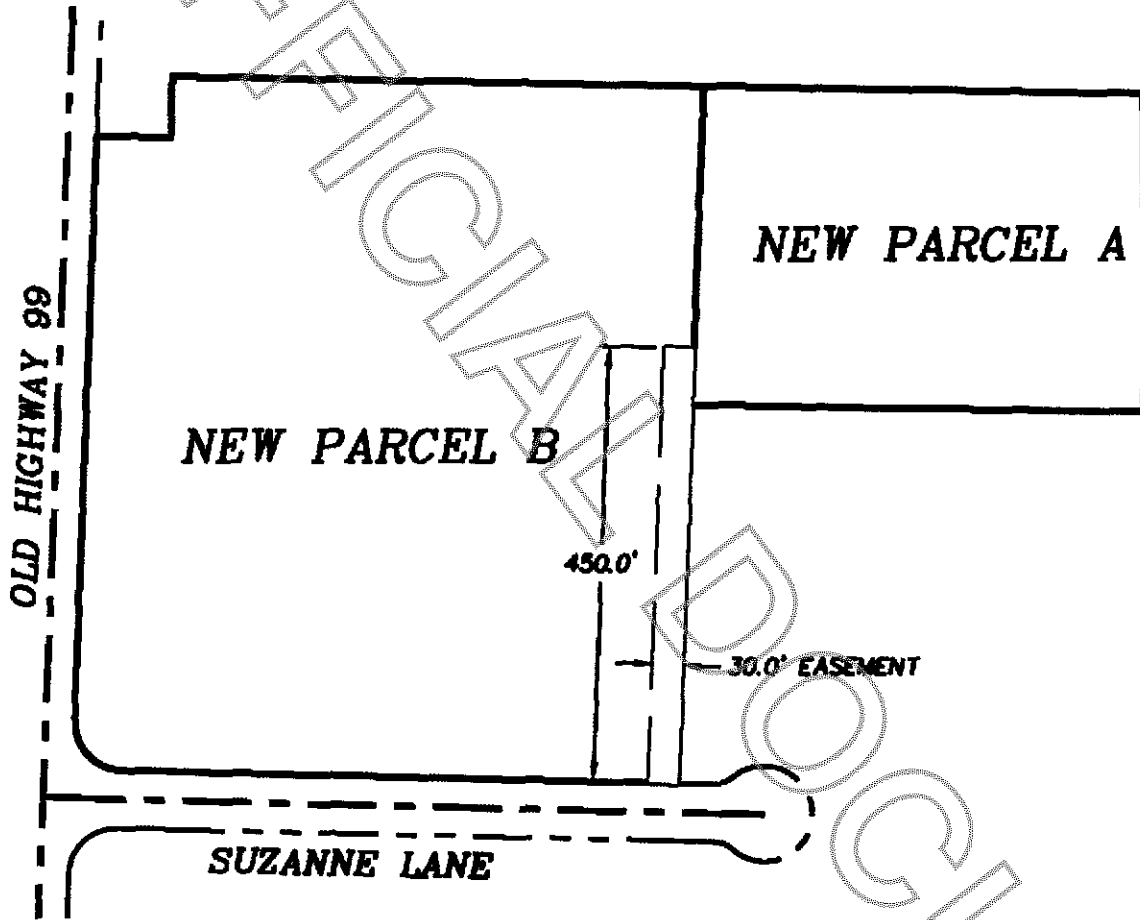
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EXHIBIT "B"

DEPICTION OF EASEMENT AREA



SCALE: 1" = 200'



EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

New Parcel B, per City of Mount Vernon Boundary Line Adjustment PL15-002, as recorded under Auditor's File Number 201502030105, records of Skagit County, Washington. All of the above being a portion of the southwest quarter of the northwest quarter of Section 32, Township 34 North, Range 4 East, W.M.

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Skagit County Auditor

\$80.00

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EXHIBIT "D"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

New Parcel A, per City of Mount Vernon Boundary Line Adjustment PL15-002, as recorded under Auditor's File Number 201502030105, records of Skagit County, Washington. All of the above being a portion of the southwest quarter of the northwest quarter of Section 32, Township 34 North, Range 4 East, W.M.

Situate in Skagit County, State of Washington.

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201502030108

Skagit County Auditor

\$80.00

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