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Skagit County Auditor

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11/22/2017 Page

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After Recording Return To:  
Mount Vernon School District  
124 E. Lawrence Street  
Mount Vernon, WA 98273  
Attn: Superintendent

Document Title: ACCESS EASEMENT AGREEMENT

Grantor: SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION, a  
Washington nonprofit corporation

Grantee: MOUNT VERNON SCHOOL DISTRICT NO. 320, a political  
subdivision of the State of Washington

Abbreviated Legal Description: Section 22, Township 34, Range 4 East

Additional Legal Description on Exhibits A and B of document.

Assessor's Tax/Parcel Number(s):

Grantor's Property: P124992

Grantee's Property: P125967

## ACCESS EASEMENT

This ACCESS EASEMENT ("Agreement") is made and entered into this 14 day of November, 2017 by and between SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation ("Grantor") and MOUNT VERNON SCHOOL DISTRICT NO. 320, a political subdivision of the State of Washington ("Grantee").

### RECITALS

A. Grantor is the owner of the real property described in Exhibit A-1 attached hereto (the "Grantor's Property").

B. Grantee is the owner of the real property described on Exhibit A-2 attached hereto (the "Grantee's Property").

C. Grantee is constructing a stormwater detention pond on the Grantee's Property to serve a new school located on property located to the east of and adjacent to Grantee's Property.

D. Grantee desires an access easement for the benefit of Grantee's Property over a portion of Grantor's Property, all as set forth on the purposes and on the terms and conditions described herein.

### AGREEMENT

1. Grant of Easement. For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, a perpetual nonexclusive easement for access (the "Easement") across, in, upon, and over Grantor's property in the location described on Exhibit B attached hereto and depicted on Exhibit C attached hereto (the "Easement Area").

2. Purpose of Easement. Grantee shall have the right to construct, install, repair, replace, maintain, operate, and use a maintenance road, together with all necessary or convenient appurtenances thereof, to serve the Grantee's Property (the "Easement Improvements").

3. Maintenance Access. Grantee and Grantee's employees, agents, contractors, and invitees shall have the rights at all times, without prior notice of the Grantor, to enter upon the Easement Area by foot or by vehicle for the purposes set forth above; provided that, Grantee's use of the Easement Area is intended for and shall be

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
EASEMENT  
NOV 22 2017

Amount Paid \$  
Skagit Co. Treasurer  
By HB Deputy

limited to occasional access for maintenance of the stormwater pond located on Grantee's Property and in no case shall the Easement Area be used in any manner for regular or public access to Grantee's Property.

4. Obstructions. Grantee may from time to time remove structures, trees, bushes, or other obstructions within the Easement Area and may level and grade the Easement Area to the extent reasonably necessary to carry out the purposes set forth herein.

5. Indemnity. Grantor, its officials, officers, directors, employees and agents shall not be liable for any loss, claim or damage to persons or property resulting from the use of the Easement Area by Grantee, its members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, guests and invitees, except for loss, claim or damage resulting from the sole negligence of Grantor or Grantor's officials, officers, directors, employees or agents, or the concurrent negligence of Grantor or Grantor's officials, officers, directors, employees or agents, to the extent of such concurrent negligence. Grantee shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities of every kind and description and for any loss to or damage or destruction of property suffered by Grantor arising out of Grantee's use of the Easement Area, except to the extent caused by the negligence or concurrent negligence of Grantor or Grantor's officials, officers, directors, employees or agents to the extent of such concurrent negligence. Grantee agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the Grantor only, and only to the extent necessary to provide the Grantor with a full and complete indemnity of claims made by the Grantee's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Grantor shall give Grantee prompt written notice of any suit or proceeding entitling Grantor to indemnification pursuant to this Section 5 and Grantee shall thereafter defend Grantor in said suit or proceeding at its sole cost and expense to the extent required under this Section 5.

6. No Interference with Easement Rights. Grantor shall not undertake any digging, tunneling or other form of construction activity in the Easement Area or on the Grantor Property which would damage the Easement Improvements or which would interfere with use of the Easement Area for ingress and egress to the Grantee Property unless agreed to in writing by the Grantee.

7. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Easement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree that venue of any legal action brought to enforce this Easement shall be in Skagit County, Washington. In the event of any litigation to enforce or interpret the rights, duties and obligations of the parties set forth herein, the prevailing party shall be entitled to an award of reasonable costs, expenses and attorneys' fees in connection therewith, at trial and on appeal.

(c) Recitals Incorporated; Definitions. Each recital and definition set forth above is incorporated into this Easement as though fully set forth herein.

(d) Attorney's Fees and Costs. If either party shall bring an action to enforce the terms of this Agreement, in any such action the prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.

(e) Severability. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

(f) Binding Effect; Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Skagit County Auditor.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the matters described herein.


(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties have executed this Easement as of the date and year first above written.

**GRANTOR**

SKAGIT HIGHLANDS HOMEOWNERS  
ASSOCIATION, a Washington nonprofit  
corporation

By:   
Print Name: Heidi Brown, President  
Its:

**GRANTEE**

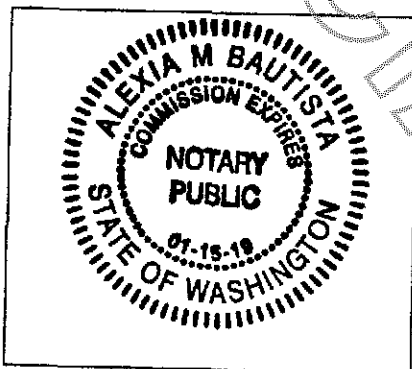
MOUNT VERNON SCHOOL DISTRICT  
NO. 320, a political subdivision of the State  
of Washington

By:   
Name: DR. CARL BRUNER  
Its: Superintendent

STATE OF WA )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Rudi Brown is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the PRESIDENT of SKAGIT HIGHLANDS HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 14, 2017



(Use this space for notarial stamp/seal)

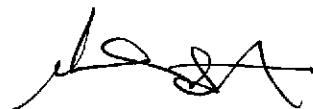
[Signature]  
Print Name ALEXIA M. BAUTISTA  
Notary Public in and for the State of Washington  
Residing Skagit County at  
My commission expires 01/15/2019

State of Washington

County of Shagit

I certify that I know or have satisfactory evidence that Dr. Carl Bruner 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 SUPERINTENDENT of the MOUNT VERNON SCHOOL DISTRICT NO. 320 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

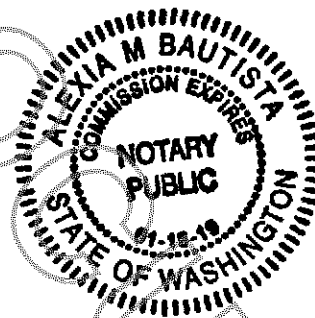
Dated: November 14, 2017



(Signature of Notary)

Alexia M. Bautista  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of  
Washington, resident at Shagit  
My appointment expires: 01/15/2019



## EXHIBIT A PROPERTY LEGAL DESCRIPTION

TRACT 910, "PLAT OF SKAGIT HIGHLANDS DIVISION IV" A PLANNED UNIT DEVELOPMENT, AS RECORDED AUGUST 23, 2006, UNDER AUDITOR'S FILE NO. 200608230062, RECORDS OF SKAGIT COUTY, WASHINGTON.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.



HARMSEN & ASSOCIATES INC.  
603 SOUTH FIRST STREET - MOUNT VERNON, WA 98273  
(360) 336-9199 - (888) 794-7811  
WWW.HARMSENINC.COM

PREPARED FOR:  
MOUNT VERNON SCHOOLS

JOB NO.

16-185

DATE:

SEPT 2017

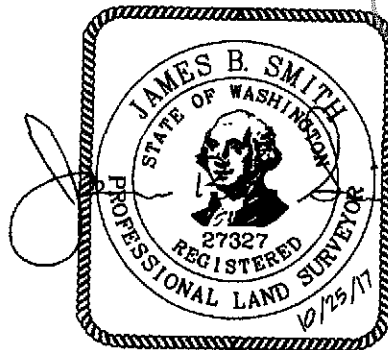


## EXHIBIT B ACCESS EASEMENT DESCRIPTION

A 50-FOOT WIDE STRIP OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND ALSO LYING WITHIN TRACT 910 OF THE PLANNED UNIT DEVELOPMENT OF SKAGIT HIGHLANDS DIVISION NO. 5, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200608230062, SAID STRIP OF LAND LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 910 OF SKAGIT HIGHLANDS DIVISION NO. 5, SAID POINT LYING SOUTH  $0^{\circ} 22' 51''$  WEST 207.50 FEET FROM THE NORTHEAST CORNER THEREOF;  
THENCE SOUTH  $80^{\circ} 32' 10''$  WEST 20.41 FEET, MORE OR LESS, TO THE EAST MARGIN OF SKAGIT HIGHLANDS PARKWAY AS DEPICTED BY SAID SKAGIT HIGHLANDS DIVISION NO. 5, AND THE TEMINUS OF SAID CENTERLINE. THE SIDE LINES OF SAID 50-FOOT STRIP EXTENDING TO OR TERMINATING AT SAID EAST MARGIN OF SKAGIT HIGHLANDS PARKWAY AND THE EAST LINE OF SAID TRACT 910.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



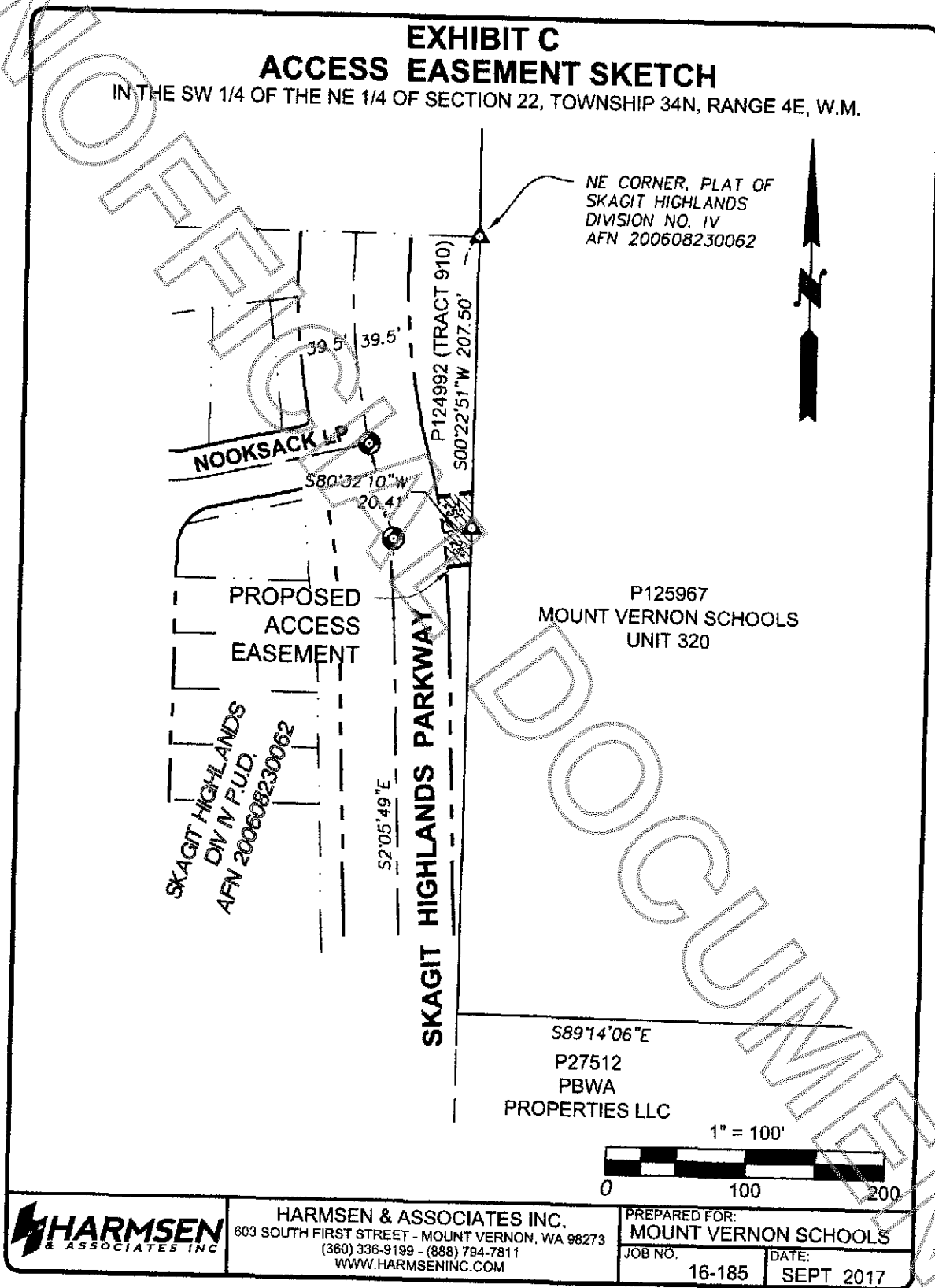
HARMESEN & ASSOCIATES INC.  
803 SOUTH FIRST STREET - MOUNT VERNON, WA 98273  
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PREPARED FOR:  
MOUNT VERNON SCHOOLS

JOB NO.	DATE:
16-185	SEPT 2017

# EXHIBIT C ACCESS EASEMENT SKETCH

IN THE SW 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 34N, RANGE 4E, W.M.



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