

After Recording Return to:



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03/07/2019 11:20 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

COPY

ACCESS EASEMENT AGREEMENT

GRANTOR: The City of Burlington, a Washington Municipality
GRANTEE: Hopper Road LLC, a Washington Limited Liability Company
Legal Description: Lot 23 of the Hopper Road Business Park
Assessor's Tax Parcel ID#: P116596

The City of Burlington, a Washington municipal government, ("Grantor"), pursuant to that certain Storm Water Agreement dated _____, 2008, for and in consideration of Ten Dollars and other valuable consideration, and in consideration of the performance by Grantee of the covenants hereinafter set forth, does hereby grant unto **Hopper Road LLC**, a Washington Limited Liability Company ("Grantee"), a nonexclusive, perpetual access easement across over, along and across that and through the following described real property in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Grantor's grant of the easement described herein is solely for the purpose of providing ingress and egress for Grantee and Grantee's invitees, guests, and agents to Grantee's real property, described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

ATTACHED AS EXHIBIT "C" IS A MAP GENERALLY ILLUSTRATING THE EASEMENT AREA.

This grant is subject to the following covenants and shall be construed to be subordinate and obedient to such covenants:

1. Grantee shall bear all of the cost and expense associated with the construction and maintenance of any access road and pond crossing.

Easement 1 of 3

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
MAR 07 2019

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

2. Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time may be amended) and all applicable statutes, ordinances, rules, and regulations of any public authority having jurisdiction.
3. Grantee has been advised and is aware that Grantor is using, or intends to use, the property described in Exhibit "A" for the purpose of a regional stormwater detention pond. Grantee shall exercise its rights hereunder so as not to interfere with the Grantor's peaceful enjoyment of the property described in Exhibit "A."
4. Grantor reserves all rights with regard to its property, including, without limitation, the right to grant nonexclusive, perpetual easements and licenses to others subject to the rights granted in this nonexclusive, perpetual easement.
5. The rights and obligations of the Grantor and Grantee shall inure to the benefit of and be binding upon the Grantor and Grantee's respective successors and assigns. This easement shall run with the land and benefit the parcels described on Exhibit "B"
6. Grantee does hereby release, indemnify, and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees, licensees and invitees in the exercise of the rights granted herein, PROVIDED, HOWEVER, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantor, or Grantor's agents or employees.
7. The nonexclusive, perpetual easement described herein shall not be used by the Grantee for the installation of utilities, including, but not limited to sanitary sewage facilities, storm drainage facilities, power transmission facilities, telephone communication facilities, cable television facilities, and any other utilities without the prior written consent of the Grantor.

This is a transfer from a Governmental entity and no excise tax is or shall be due pursuant to WAC 458-61A-205.

DATED this ____ day of _____, 2008.

CITY OF BURLINGTON

Edward J. Brunz
Mayor Edward J. Brunz

Attest:

Greg Kramer
Finance Director

Approved as to form:

[Signature]
City Attorney

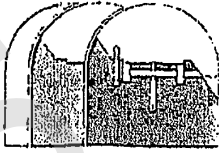
(STATE OF WASHINGTON)
(COUNTY OF SKAGIT)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Edward J. Brunz, to me known to be the Mayor for the City of Burlington, the governmental agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Burlington, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

DATED: _____, 2008.



Shelley Acero
NOTARY PUBLIC
Shelley Acero
(Print or Type Name of Notary)
My Appointment Expires 10-22-2011

**SOUND DEVELOPMENT GROUP, LLC.**

Engineering, Surveying, GPS Construction Modeling and Land Development Services

*Access Easement Agreement
Exhibit A*

A 30.00 foot Easement for ingress, egress and utilities, over, under and across that portion of Lot 23, Hopper Road Business Park, Second Revised Binding Site Plan, recorded under Skagit County Auditors File No. 200506280192, on June 28, 2005. (formerly Hopper Road Business Park Revised Binding Site Plan, recorded under Auditors File No. 200301300162, on January 30, 2003; and Hopper Road Business Park Binding Site Plan, recorded under Auditors File No. 200002230067, on February 23, 2000.) Being a portion of the Southwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, WM, being 15.00 feet on both sides of the following described centerline:

Commencing at the Southwest corner of said revised Lot 23, second revised binding site plan; Thence North $0^{\circ} 26' 30''$ West along the West line of said Lot 23, a distance of 198.42 feet to the TRUE POINT OF BEGINNING of said centerline description; Thence North $89^{\circ} 50' 31''$ East 36.89 feet; Thence along an arc to the right having a radius of 212.00 feet through a central angle of $10^{\circ} 34' 29''$ an arc distance of 39.13 feet; Thence South $79^{\circ} 35' 00''$ East 13.36 feet to the Westerly right of way line of Walnut Street, as shown on said Binding Site Plan and the terminus of said centerline description.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the grantors ownership.

Situate in the County of Skagit, State of Washington.

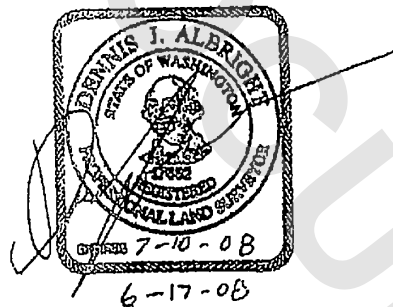


Exhibit B

parking legal

BLA 23-A

THAT PORTION OF LOT 23, HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200301300162, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 23;
THENCE SOUTH 88°50'04" EAST 73.70 FEET;
THENCE NORTH 00°26'30" WEST 436.53 FEET;
THENCE SOUTH 88°50'04" EAST 77.50 FEET;
THENCE NORTH 41°18'33" EAST 14.30 FEET;
THENCE NORTH 07°31'59" EAST 49.65 FEET;
THENCE NORTH 35°53'09" EAST 54.41 FEET;
THENCE SOUTH 88°50'04" EAST 29.00 FEET TO THE EASTERLY LINE OF SAID LOT 23 AND THE WESTERLY MARGIN OF WALNUT STREET AS SHOWN ON SAID HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN;
THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 23, BEING THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, THROUGH A CENTRAL ANGLE OF 07°20'48", AN ARC DISTANCE OF 60.26 FEET TO THE NORTHEAST CORNER OF SAID LOT 23;
THENCE NORTH 88°50'04" WEST 232.74 FEET ALONG THE NORTH LINE OF SAID LOT 23 TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTH 00°09'29" EAST 601.52 FEET ALONG THE WEST LINE OF SAID LOT 23 TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON

