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06/19/2019 10:59 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

Return to:
Alaska Electrical Pension Fund
701 E. Tudor Road, Suite 135
Anchorage, AK 99503
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
JUN 19 2019

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

RECIPROCAL EASEMENT AGREEMENT

GRANTOR/GRANTEE: **ALASKA ELECTRICAL PENSION FUND REAL
ESTATE TITLE HOLDING CORPORATION dba
ALASKA ELECTRICAL PENSION FUND REAL
ESTATE TITLE HOLDING, an Alaska nonprofit corporation**

GRANTEE/GRANTOR: **ALASKA ELECTRICAL PENSION FUND REAL
ESTATE TITLE HOLDING CORPORATION dba
ALASKA ELECTRICAL PENSION FUND REAL
ESTATE TITLE HOLDING, an Alaska nonprofit corporation**

Legal Description
Abbreviated Form: **Ptn Lots 20 & 22, HOPPER ROAD BUSINESS PARK
SECOND REVISED BINDING SITE PLAN**

Additional on Page: **Exhibit A**

Assessor's Tax Parcel Nos: **8025-000-022-0000; P116595
8025-000-020-0000; P116593**

This RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is effective as of the 6th day of May, 2019, by and between **ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING CORPORATION dba ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING**, an Alaska nonprofit corporation ("Grantor"), and **ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING CORPORATION dba ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING**, an Alaska nonprofit corporation ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee own certain real property located in Skagit County, Washington, commonly known as 1600 and 1770 Port Drive, Burlington, Washington and as legally described as follows:

Parcel A: ("Lot 20")

Lot 20, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington.

Parcel B: ("Lot 22")

Lot 22, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington.

and;

WHEREAS, Lots 20 and 22 share a common boundary; and

WHEREAS, Grantor and Grantee may have rights to the following: (the "Lot 21 Access")

An easement for ingress, egress and utilities across the northerly portion of Lot 21 as delineated on the face of HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN, as recorded January 20, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

Situated in Skagit County, Washington.

WHEREAS, Grantor and Grantee desire to grant each other perpetual, non-exclusive easements for ingress and egress, over and across portions of their respective lots as described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of Grantor and Grantee set forth in this Agreement, the sufficiency of which consideration is hereby acknowledged, and for no monetary consideration, Grantor and Grantee agree as follows:

1. Grant of Easement by Lot 22. Grantor, as the owner of Lot 22, hereby grants and conveys to Grantee, as owner of Lot 20, and Grantee's grantees, heirs, successors, and assigns, a perpetual, non-exclusive easement for ingress and egress, over and across that portion of Grantor's

Lot 22 more particularly described as "Parcel 1" on **Exhibit A** attached hereto and incorporated herein by this reference (the "Lot 22 Easement Area"). Grantor also conveys and quit claims to Grantee, a perpetual, non-exclusive easement for ingress and egress, over and across the Lot 21 Access.

2. Grant of Easement by Lot 20. Grantor, as the owner of Lot 20, hereby grants and conveys to Grantee, as owner of Lot 22, and Grantee's grantees, heirs, successors, and assigns, a perpetual, non-exclusive easement for ingress and egress, over and across that portion of Grantor's Lot 20 more particularly described as "Parcel 2" on **Exhibit A** attached hereto and incorporated herein by this reference (the "Lot 20 Easement Area"). Grantor also conveys and quit claims to Grantee, a perpetual, non-exclusive easement for ingress and egress, over and across the Lot 21 Access.

Grantor, as the owner of Lot 20, hereby grants and conveys to Grantee, as owner of Lot 22, and Grantee's grantees, heirs, successors, and assigns, a perpetual, non-exclusive easement for ingress and egress, over and across a portion of Grantor's Lot 20, which portion consists the existing roadway on Lot 20 which commences at Port Drive (a/k/a East George Hopper Road) south of the southwest corner of Lot 21 of the of HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN, and which roadway then parallels the south and east lines of Lot 21, and continues north from east of the northeast corner of Lot 21 to the south line of Lot 22 (the "Roadway Easement Area"). Grantee shall only use this roadway in the event that Grantee, as owner of Lot 22, does not have legal right to use of the Lot 21 Access.

3. Damage to Easement Area. In the event that Grantee or Grantee's owner's employees, contractors, invitees, agents, representatives, or other persons whose presence in an easement area arises from or relates to the Grantee (the "damaging owner") causes identifiable damage to the easement area on the Grantor's property, then the damaging owner shall, as soon as is reasonably possible, immediately restore the easement area to as good or better condition as it was in prior to the damage. If the damaging owner does not reasonably comply with the provisions of this paragraph within ninety (90) days of receipt of a written demand from the Grantor to repair such damage, then the Grantor shall have the right to repair the damage and the damaging owner shall immediately reimburse the Grantor for the full cost of the repair.

4. Lot 22 - Release and Indemnification.

Grantee, as owner of Lot 20, hereby releases, remises, acquits and forever discharges Grantor, as owner of Lot 22, together with its employees, contractors, invitees, agents, representatives, predecessors, successors and assigns, (all of the foregoing referred to as the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to use of the Lot 22 Easement Area by Grantee, as owner of Lot 20, and/or Grantee's employees, contractors, invitees, agents, and/or representatives.

Grantee, as owner of Lot 20, hereby agrees to indemnify and hold harmless the Released Parties, from any and all actions and causes of action, judgments, attorneys fees, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, in any way directly or indirectly arising out of or in any way relating to the use of the Lot 22 Easement Area by Grantee, as owner of Lot 20, and/or Grantee's employees, contractors, invitees, agents, and/or representatives.

5. Lot 20 - Release and Indemnification.

Grantee, as owner of Lot 22, hereby releases, remises, acquits and forever discharges Grantor, as owner of Lot 20, together with its employees, contractors, invitees, agents, representatives, predecessors, successors and assigns, (all of the foregoing referred to as the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to use of the Lot 20 Easement Area and/or the Roadway Easement Area by Grantee, as owner of Lot 22, and/or Grantee's employees, contractors, invitees, agents, and/or representatives.

Grantee, as owner of Lot 22, hereby agrees to indemnify and hold harmless the Released Parties, from any and all actions and causes of action, judgments, attorneys fees, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done, in any way directly or indirectly arising out of or in any way relating to the use of the Lot 20 Easement Area and/or the Roadway Easement Area by Grantee, as owner of Lot 22, and/or Grantee's employees, contractors, invitees, agents, and/or representatives.

6. No Warranty of Title/Limitation of Rights. This Agreement is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting the Grantor's and Grantee's respective lots. No possession or rights of use are granted under this Agreement other than those rights specifically granted herein.

7. General Provisions.

- a) These easements shall be construed in accordance with the laws of the State of Washington.
- b) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- c) These Easements constitute the entire agreement of the parties and supersedes all prior

agreements or understandings between the parties with respect to the subject matter hereof. No changes may be made to these easements unless such changes are made in writing, signed and acknowledged by all parties and recorded with the Skagit County Auditor's Office.

- d) The failure of either party to insist upon strict performance of any of the provisions of these easements, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- e) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;
- f) The easements granted herein are to be held by the owners of Lot 20 and Lot 22, their heirs and successors and assigns as appurtenant to Lot 20 and Lot 22. The benefits, burdens and covenants of this Easement shall be deemed to run with the land and bind the owners of Lot 20 and Lot 22, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns. An owner of a lot shall not be liable for obligations contained in Section 3, 4 or 5 for injuries or damage which occur after the date the owner transfers the owner's interest in the lot.
- g) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses, including all such attorneys fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

Dated this 24th day of May, 2019.

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Signatures and acknowledgments follow:

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GRANTOR:

GRANTEE:

ALASKA ELECTRICAL PENSION FUND
 REAL ESTATE TITLE HOLDING
 CORPORATION dba ALASKA
 ELECTRICAL PENSION FUND REAL
 ESTATE TITLE HOLDING

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 CORPORATION dba ALASKA
 ELECTRICAL PENSION FUND REAL
 ESTATE TITLE HOLDING

By

[Signature]
 PETER S. CROSSON, Its: Real Estate Investment
 Manager *Officer*

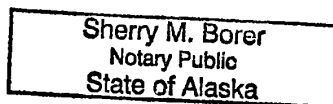
By

[Signature]
 PETER S. CROSSON, Its: Real Estate Investment
 Manager *Officer*

ALASKA
 STATE OF WASHINGTON }
Third Judicial District ss.
 COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **PETER S. CROSSON** 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 **Real Estate Manager** of **ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING CORPORATION dba ALASKA ELECTRICAL PENSION FUND REAL ESTATE TITLE HOLDING**, in its capacity as both Grantor and Grantee herein, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 7th day of may, 2019.



[Signature]
 Printed Name Sherry M Borer
 NOTARY PUBLIC in and for the State of Washington ALASKA
 My Commission Expires June 7, 2019

Exhibit A

Exhibit A
(Legal Description of Easement Areas)

Parcel 1:
 4527E Lot 22 area description:

That portion of Lot 22, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington, described as follows:

Commencing at the Southwest corner of Lot 22, also being the Northwest corner of Lot 20, thence North 01°02'43" West, 87.89 feet to a point on the projection of the south building face, thence North 82°11'25" East, 24.84 feet more or less to the southwest corner of the building, thence continuing North 82°11'25" East, 256.06 feet more or less along the south face of the building to the southeast corner of the building, thence continuing North 82°11'25" East, 0.09 feet to the intersection with the east line of Lot 22, thence South 07°50'01" East, 87.16 feet to the Southeast corner of Lot 22, also being the northeast corner of Lot 20, thence South 82°09'59" West, 291.38 Feet along the south line of Lot 22 to the southwest corner of Lot 22 and the POINT OF BEGINNING.

Containing 24,962 Square Feet, 0.57 acres

Parcel 2:
 4527E Lot 20 area description:

That portion of Lot 20, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington, described as follows:

Commencing at the Northwest corner of Lot 20, also being the Southwest corner of Lot 22, thence South 01°02'43" East, 120.66 feet to a corner of Lot 20; thence South 88°50'04" East, 70 feet to a corner of Lot 20, thence North 01°02'43" West, 44.10 feet to a point on the projection of the north building face, thence North 82°10'54" East, 56.08 feet more or less to the northwest corner of the building, thence continuing North 82°10'54" East, 150.21 feet more or less along the north face of the building to the northeast corner of the building, thence continuing North 82°10'54" East, 25.00 feet more or less to the intersection of the east line of lot 20, thence North 07°50'01" East, 87.03 feet more or less to the northeast corner of Lot 20, also being the southeast corner of Lot 22, thence South 82°09'59" West, 291.38 feet along the north line of Lot 20 to the northwest corner of Lot 20 and the POINT OF BEGINNING.

Containing 53,459 Square Feet, 1.23 acres

4527F-Parkease.docx

