



**202008190059**

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Skagit County Auditor

**AFTER RECORDING RETURN TO:**

ROBERT A. CARMICHAEL  
CARMICHAEL CLARK, PS  
1700 D STREET  
BELLINGHAM, WASHINGTON 98225

**DOCUMENT TITLE:**

Easement Agreement

**REFERENCE NUMBER OF RELATED DOCUMENT:**

Memorandum of Agreement: 201909300113

License Agreement: 202008190060

**GRANTOR:**

Sierra Pacific Land & Timber Company, a California corporation

**GRANTEES:**

Margaret Ammons, a single person

**ABBREVIATED LEGAL DESCRIPTION:**

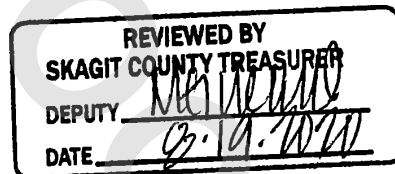
Ptn SE1/4 of NW1/4 of Sec 11, T35N, R6E; and  
Ptn SW1/4 of NW1/4 of Sec 11, T35N, R6E; and  
Ptn NE1/4 of SW1/4 of Sec 11, T35N, R6E

Full legal descriptions on pages 8 and 9.

**SKAGIT COUNTY PROPERTY ID NUMBER(S):**

P41011

P67261



**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") is made and entered into on this 27<sup>th</sup> day of July, 2020, by and between Sierra Pacific Land & Timber Company, a California corporation ("SPL&T" or "Grantor"), and Margaret Ammons, a single person ("Ammons" or "Grantee"). SPL&T and Ammons shall be individually referred to herein as "Party" or collectively as "Parties."

**RECITALS:**

**WHEREAS**, Ammons is the owner in fee simple of the real property legally described at **Exhibit A** hereto, commonly known as 7717 Scott Paper Road, Sedro Woolley, Washington, which is assigned Skagit County Property ID No. P41011 (hereafter "Ammons Property" or "Benefited Property"); and

**WHEREAS**, SPL&T is the owner in fee simple of the parcels of real property legally described at **Exhibit B** hereto, which is commonly known as 7551 Crown Pacific Main Line Road, Sedro Woolley, Washington and which is assigned Skagit County Property ID No. P67261 (the "SPL&T Pipestem Parcel" or "Burdened Property"); and

**WHEREAS**, the Ammons Property and the SPL&T Pipestem Parcel shall be referred to collectively as the "Properties" or individually as a "Property;" and

**WHEREAS**, the road commonly known as Scott Paper Road ("Scott Paper Road") runs across the SPL&T Pipestem Parcel; and

**WHEREAS**, Ammons has been using Scott Paper Road as the only access to the Ammons Property for over a decade, and if she or a predecessor ever had a written easement or license to do so, it has been lost; and

**WHEREAS**, SPL&T and Ammons have entered into a Memorandum of Agreement, recorded at Skagit County Auditor File Number 201909300113, which designates the boundaries between their Properties pursuant to RCW 58.04.007; and

**WHEREAS**, pursuant to the terms and in consideration of the Memorandums of Agreement, the Parties enter into this Agreement to secure perpetual access to the Ammons Property.

**NOW THEREFORE**, in consideration of the terms and provisions of this Agreement, mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed that the following grants, rights, privileges, and obligations shall be established over the Burdened Property for the benefit of the Ammons Property:

## I. GRANT OF EASEMENT

- 1.1 Perpetual, Nonexclusive Easement Grant.** Grantor, for valuable consideration receipt of which is hereby acknowledged, grant to Grantees a perpetual, non-exclusive easement for ingress, egress, and utilities, being ten feet (10') on either side of the centerline of the following two segments: (1) the as-built driveway serving the Ammons Property from Scott Paper Road, and (2) Scott Paper Road, as it runs from its intersection with the driveway serving the Ammons Property to its intersection with Hamilton Cemetery Road, both of which are depicted at **Exhibit C**, attached and fully incorporated herein, hereinafter referred to as the "Easement."
- 1.2 Purpose.** The Easement granted herein formally provides the owner of the Benefited Property and all of her successors in interest the perpetual right to use the Easement for egress, ingress, and utilities, pursuant to the terms and limitations herein.
- 1.3 Limits of Use.** Grantor and Grantee may use the Easement for ingress and egress for their employees, invitees, guests, and anyone seeking to access its individual or collective properties for any reason, and for utility purposes. Parties shall ensure the Easement remains passable and unblocked.
- 1.4 Repair and Maintenance.**
- 1.4.1 Road Repair and Maintenance.** For the purposes of this Agreement, road repair and maintenance means the work normally necessary to preserve and keep the Easement in its present or improved condition.
- 1.4.2 Division of Costs.** Until further notice, SPL&T shall be solely responsible for road repair and maintenance of the Easement, except as described in Section 1.4.3. As long as SPL&T remains solely responsible for road repair and maintenance, SPL&T shall perform road repair and maintenance work at its sole discretion. Should SPL&T determine, in its sole discretion, that it is appropriate for the owner(s) of the Ammons Property to contribute to road repair and maintenance of the Easement, it shall send notice of such determination per Section 2.8. The owner(s) of the Ammons Property shall only be required to contribute a share of costs equal to their proportional use of Scott Paper Road as determined by the Parties at the time SPL&T deems such contribution appropriate.
- 1.4.3 Damage to the Easement.** The Parties agree to use the Easement in a manner as to not damage the same. In the event that either Party or either Party's employees, agents, guests or invitees causes damage to the Easement in a manner beyond ordinary

wear and tear, the cost of repairing such damage shall be borne solely by the Party causing or responsible for the damage. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the Parties shall meet and attempt to reach an agreement for repairing the road, including the cost of such repair, the Party to undertake the repair, and the share of repair costs to be borne by each Party, which shall be on the basis of each Party's tributary acres beyond the point of damage at the time the damage occurs. Unless the Parties do agree in writing as to each of the foregoing in advance of such repairs being made, then no repairs shall be made, or if such repairs are undertaken by one of the parties, then all costs of such repairs shall be borne solely by that Party.

- 1.5 Previous Agreements Superseded.** This Agreement supersedes and replaces any easement Ammons or a predecessor may have had to use any portion of Scott Paper Road. This Agreement does not supersede the Memorandum of Agreement or any other document contemporaneously executed and recorded.
- 1.6 Survival of Boundary Line Adjustment/Run with the Land.** Under the terms of the Memorandum of Agreement, the Parties shall perform a boundary line adjustment ("BLA") via which SPL&T shall trade a portion of the property it owns south and east of the Ammons Property to Ammons in exchange for a similarly-sized portion of the Ammons Property. Upon completion of the BLA, this Easement shall benefit the entire Ammons Property as reconfigured, but shall not also benefit the portion of the Ammons Property that Ammons will deed to SPL&T. This Agreement and the Easement granted herein touch and concern the Ammons Property and the SPL&T Pipestem Parcel and shall run with the reconfigured Ammons Property and SPL&T Pipestem Parcel in perpetuity. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their heirs, successors, and assigns.

## II. GENERAL PROVISIONS

### 2.1 Indemnification and Hold Harmless.

**2.1.1 Grantee's Obligations.** The Grantee expressly agrees to appear, defend, indemnify and hold harmless Grantor, its parents, subsidiaries and affiliates, and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof (collectively, the "Grantor Indemnitees"), from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) arising wholly or partially out of any negligent act, action, omission or default on the part of Grantee, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that, Grantee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of any

Grantor Indemnitee seeking indemnification, or that Grantor Indemnitee's contractors, subcontractors, employees or agents.

**2.1.2 Grantor's Obligations.** Grantor expressly agrees to appear, defend, indemnify and hold harmless the Grantee and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof, from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) and arising wholly or partially out of any negligent act, action, omission or default on the part of the Grantor, its contractors, subcontractors, employees and agents which pertain to the use of the Easement; except that Grantor's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of the Grantee, or Grantee's contractors, subcontractors, employees or agents.

**2.2 Additional Insured.** Grantee shall add Grantor as an additional insured and loss payee on Grantee's homeowner's insurance policy within fifteen (15) days of the recordation of this Agreement.

**2.3 Nonwaiver of Breach.** Failure of any Party at any time to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

**2.4 Expenses and Attorneys' Fees.** The prevailing Party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs, and expenses.

**2.5 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.

**2.6 Complete Agreement – Modification Must be in Writing.** This Agreement constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon unanimous mutual agreement of the Parties or the successors in interest.

**2.7 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**2.8 Notices.** All notices or demands to be given by any Party to any other Party pursuant to this Agreement shall be deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Party at issue. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

**2.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first above written.

**GRANTOR:**

**Sierra Pacific Land &  
Timber Company**



By: M.D. Emmerson  
Its: Chairman and CFO

**GRANTEE:**

\_\_\_\_\_  
Margaret Ammons

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**GRANTOR:**  
Sierra Pacific Land &  
Timber Company

**GRANTEE:**

  
Margaret Ammons

\_\_\_\_\_  
By: M.D. Emmerson  
Its: Chairman and CFO

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

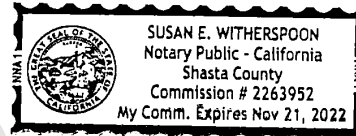
State of California  
County of Shasta )

On July 27, 2020 before me, Susan E. Witherspoon, Notary Public  
(insert name and title of the officer)

personally appeared M. D. Emmerson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan E. Witherspoon (Seal)



State of \_\_\_\_\_ )  
 ) §  
 County of \_\_\_\_\_ )

*See Attached Certificate*

I certify that I know or have satisfactory evidence that M.D. EMMERSON 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 CHAIRMAN AND CHIEF FINANCIAL OFFICER of SIERRA PACIFIC LAND & TIMBER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

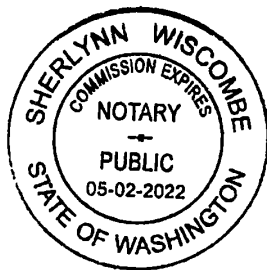
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC for the State of \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

State of Washington )  
 ) §  
 County of Skagit )

I certify that I know or have satisfactory evidence that MARGARET AMMONS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged to me that she signed the same as her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27<sup>th</sup> day of July, 2020.



Sherlynn Wiscombe  
 Print Name: Sherlynn wiscombe  
 NOTARY PUBLIC for the State of Washington.  
 My Commission expires 05-02-2022.

EXHIBIT A

**Legal description of Ammons Property before BLA**

That part of the Southwest quarter of the Northwest quarter of Section 11, Township 35 North, Range 6 East of W.M., described as follows:

Commencing at a point where the North line of the Lyman Timber Company right of way through said property intersects the East line of the Southwest quarter of the Northwest quarter of said Section 11; thence in a Northwesterly direction along the said north line of the said right of way a distance of 250 feet; thence North 200 feet; thence East to the East line of the above described subdivision; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

**EXHIBIT B****Legal description of Pipestem Parcel before BLA**

The East 2.70 Acres of Lot 3, "Livermore's Hamilton Acreage" as per Plat recorded in Volume 3 of Plats, Page 87, records of Skagit County, Washington, lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the west line of Lots 2, 5 and 8, Livermore's Hamilton Acreage; Except road rights of way.

Situate in the County of Skagit, State of Washington.

EXHIBIT C

