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06/16/2021 02:50 PM Pages: 1 of 10 Fees: \$112.50
Skagit County Auditor

After recording return to:

Skagit Supportive Housing LLC
c/o CHS of Western Washington
100 23rd Avenue South
Seattle, WA 98144

ACCESS EASEMENT

Grantor: LIN & CHANG INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

Grantee: SKAGIT SUPPORTIVE HOUSING LLC, A WASHINGTON LIMITED LIABILITY COMPANY

Legal Description: Grantor Property: Ptn Lot 2, SP MV-11-80; Ptn SE ¼, 17-34-4 E W.M.
(Full Legal Description on Exhibit A)

Grantee Property: SE NE 17-34-4, Skagit County, WA
(Full Legal Description on Exhibit B)

Tax Account No.: 340417-0-083-000725680
P25680

Related Documents: n/a

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021-2714
JUN 16 2021

Amount Paid \$ 53.00
Skagit Co. Treasurer
By *JLB* Deputy

THIS ACCESS EASEMENT AGREEMENT (this "Easement") is made and entered into as of JUNE 10, 2021 by and between LIN & CHANG INVESTMENTS, LLC, a Washington limited liability company ("Grantor") and SKAGIT SUPPORTIVE HOUSING LLC, a Washington limited company ("Grantee").

RECITALS

WHEREAS, Grantor owns certain real property in the City of Mount Vernon, Washington described in **Exhibit A** (the "Grantor Property").

WHEREAS, Grantee owns certain real property in the City of Mount Vernon, Washington adjacent to the Grantor Property, described in **Exhibit B** (the "Grantee Property");

WHEREAS, Grantee is developing a 70-unit permanent supportive housing project on the Grantee Property ("Project"). Grantee intends to construct a paved entranceway and 26-stall parking area ("Parking Lot") on the Grantee Property along the common boundary of the respective properties. The Parking Lot will require a vehicular and pedestrian access easement over a portion of the Grantor Property (the "Easement Area"), described and depicted in **Exhibit C**, attached hereto.

WHEREAS, Grantor is willing to grant to Grantee a permanent access easement for vehicular and pedestrian ingress and egress on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee, its successors in ownership of the Grantee Property, and the tenants, invitees, licensees, agents, employees, officers, subcontractors, contractors, and consultants of Grantee and such successors (collectively, "Grantee Parties"), a perpetual, non-exclusive easement over and across the Easement Area for the purpose of (i) installing, maintaining, repairing, and repairing a paved entranceway on the Parking Lot (the "Improvements"), and (ii) vehicular and pedestrian access to and from the Grantee Property (collectively, the "Access Easement").

a. **Term.** The term of the Access Easement shall be perpetual, run with the land, and be appurtenant to, and for the benefit of, the Grantee Property.

b. **Maintenance.** Grantee, at its cost and expense, shall construct the Improvements on the Easement Area and maintain the same in a neat, clean, and safe condition free of any and all refuse, debris, obstructions or defects, including but not limited to ice and snow. Any work in the Easement Area shall be performed in a good and workmanlike manner and in accordance with all requirements of applicable laws, rules, codes and regulations.

c. **Insurance.** Grantee shall maintain, and cause its prime contractor to remain in effect until such time as the construction of the Improvements is completed, a commercial general liability policy of insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering the Grantee's use of the Access Easement. Grantee shall provide Grantor with certificates of insurance confirming that the required insurance is in full force and effect prior to commencing construction of the Improvements.

2. Indemnity. Grantee assumes all liability and all risk of loss resulting from the exercise of its rights under this Easement. Grantee shall indemnify, defend (with counsel reasonably satisfactory to the other party) and hold Grantor and all its officers, directors, partners, members, mortgagees, and assigns (each an "Indemnified Party") harmless from and against any and all losses, damages, claims, penalties, liability, suits, costs, and expenses ("Claims"), (including, without limitation, reasonable attorneys' fees and any real estate excise tax), suffered or incurred by Grantor arising out of or related directly to the Grantee's use of the Easement Area pursuant to this Easement, except to the extent that any such Claims are suffered or incurred as a result of the acts or omissions of Grantor, its, employees, agents, contractors, licensees, or invitees.

3. Terms and Conditions. This Easement is granted subject to the following terms and conditions:

a. Grantor reserves all rights to use the Easement Areas for any and all purposes not inconsistent with this Easement; provided that such reserved rights shall be exercised in a manner that does not unreasonably interfere with Grantee's exercise of the rights granted hereby.

b. In connection with the use of the Easement Area, each party shall comply in all respects with all applicable laws, statutes, codes, regulations, and rules promulgated from time to time by any federal, state or local governmental or quasi-governmental authority having jurisdiction over the Grantor Property.

4. Binding Effect; Term. This Easement shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including without limitation any subsequent owners of Grantor Property or Grantee Property.

5. No Dedication; No Benefit to Third Parties. Nothing in this Easement shall be deemed to be a gift or dedication of any portion of the real property referred to herein to the general public.

6. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

7. Miscellaneous.

a. This Easement constitutes the entire agreement of the parties with respect to the subject matter hereto. This Easement cannot be amended except by an instrument in writing signed by the parties hereto.

b. If any portion of this Easement shall be deemed void, illegal or unenforceable, the balance of this Easement shall not be affected thereby. The terms and conditions of this Easement shall be construed as a whole in accordance with the intention of the parties and without regard to any canons requiring construction against the party responsible for drafting this Easement.

c. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

d. In the event either party is compelled to enforce any of the provisions of this Easement, the substantially prevailing party shall be entitled, in addition to any other relief that may be granted, to recover its costs, fees and expenses, including without limitation, reasonable attorneys' fees in connection with such action.

e. In the event of a breach of any of the covenants or agreements set forth in this Easement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance and injunctive relief issued by a court of competent jurisdiction.

f. This Easement may be executed in counterparts each of which is an original and all of which shall constitute but one original. This Easement shall be governed by and construed in accordance with the laws of the State of Washington.

g. The failure of any party to insist upon strict performance of any of the terms, covenants, and conditions herein contained shall not be deemed a waiver of any of their rights or remedies by reason thereof and shall not be deemed a waiver of any subsequent breach or default in any of said terms, covenants and conditions. No covenant or condition of this Easement can be waived except by the written consent of the party against whom such waiver is claimed. Until complete performance of any covenant or condition by a party, as the case may be, each other party shall be entitled to invoke any remedy available to such party under this Easement or by law or in equity despite any forbearance or indulgence.

h. All notices or other communications shall be by certified mail, return receipt requested or nationally recognized overnight courier to the address of the parties set forth in this paragraph or such other address as a party may notify the other in writing, and shall be deemed given three (3) days after being mailed, or one day after delivered by overnight courier.

Grantor: Lin & Chang Investments, LLC
2001 E College Way
Mt. Vernon, WA 98273
Attn: Chieh San Lin
E-mail: jasonlin331@gmail.com

Grantee: Skagit Supportive Housing LLC
c/o CHS of Western Washington
100 23rd Avenue South
Seattle, WA 98144
Attn: Chris Jowell, Vice President
E-mail: chrisj@ccsww.com

[Signatures on Following Pages]

Grantor's Signature Page to Easement

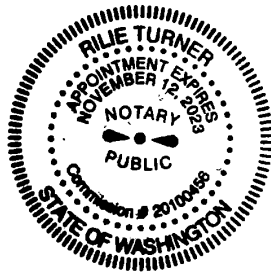
LIN & CHANG INVESTMENTS, LLC,
a Washington limited liability company

By: Chieh-San Lin
Name: CHIEH-SAN LIN
Title: Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Chieh-San Lin appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Managing Member of LIN & CHANG INVESTMENTS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal on 6/10/2021.



Riley Turner
Signature of Notary
Print Name: Riley Turner
NOTARY PUBLIC in and for the State of
Washington
My commission expires: 11/12/2023

Grantee's Signature Page to Easement

SKAGIT SUPPORTIVE HOUSING LLC,
a Washington limited liability company

By: Archdiocesan Housing Authority,
a Washington nonprofit corporation,
d/b/a Catholic Housing Services of Western Washington
Its: Manager


By: 
Name: Chris Jowell
Title: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SKAGIT~~ King)

I hereby certify that I know or have satisfactory evidence that Chris Jowell appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Vice President of Archdiocesan Housing Authority, d/b/a Catholic Housing Services of Western Washington, the Manager of **Skagit Supportive Housing LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal on June 3, 2021.




Signature of Notary
Print Name: LAURIE C. CARTER
NOTARY PUBLIC in and for the State of
Washington
My commission expires: 01/08/2023

UNOFFICIAL DOCUMENT

EXHIBIT AGrantor's Property

Lot 2, City of Mount Vernon Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Book 5 of Short Plats, page 6, under Auditor's File No. 8011210021; and being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.

EXCEPT that portion described in Stipulated Judgment filed August 5, 1982 in Skagit County SC 43500, more particularly described as follows:

That portion of the East 15 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said East 15 feet of the West 1/2 of the Southeast 1/4 of the Northeast 1/4, which point bears South 89°37'00" East, a distance of 650.70 feet from the Southwest corner of said Southeast 1/4 of the Northeast 1/4;

thence North 0°34'16" West along the West line of said subdivision, a distance of 30 feet to a point on the North right-of-way line of that city street known as College Way, and which point is the true point of beginning of this property description;

thence South 40°27'57" East, a distance of 9.82 feet;

thence South 2°22'47" East, a distance of 20.82 feet;

thence South 2°14'25" East, a distance of 24.02 feet;

thence South 1°43'01" East, a distance of 45.02 feet;

thence South 1°25'45" East, a distance of 20.01 feet to a point on the North right-of-way line of said College Way;

thence North 89°37'00" West along the North right-of-way line of College Way, a distance of 8.90 feet to the true point of beginning of this property description.

ALSO EXCEPT beginning at the Northwest corner of said Lot 2;

thence South 87°55'09" East a distance of 125.52 feet to the true point of beginning;

thence continue South 87°55'09" East a distance of 33.00 feet;

thence North 01°07'37" East a distance of 11.64 feet;

thence North 87°55'09" West a distance of 33.00 feet;

thence South 01°07'37" West a distance of 11.64 feet to the true point of beginning;

TOGETHER WITH an easement for ingress, egress, and parking as granted by instrument recorded May 22, 2003, under Auditor's File No. 200305220109, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT BGrantee Property**Parcel A:**

The east half of the east half of the west half of the southeast quarter of the northeast quarter of Section 17, Township 34 North, Range 4 East, W.M.; Except the south 30 feet thereof as conveyed to Skagit County by deed recorded November 10, 1908 in Volume 68 of Deeds, Page 539, under Auditor's File No. 70280; and Except the east 15 feet thereof; and Except the north 811.94 feet thereof; and Except that portion conveyed to the State of Washington by deed recorded under Recording Number 9104250092.

Situate in the County of Skagit, State of Washington.

Parcel B:

That portion of the east 15 feet of the west half of the southeast quarter of the northeast quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the southwest corner of said east 15 feet of the west half of the southeast quarter of the northeast quarter, which point bears South 89°37'00" East, a distance of 650.70 feet from the southwest corner of said southeast quarter of the northeast quarter; Thence North 0°34'16" West along the west line of said subdivision, a distance of 30 feet to a point on the north right-of-way line of that city street known as College Way, and which point is the true point of beginning of this property description; Thence continuing North 0°34'16" West along said west line of said subdivision, a distance of 117.23 feet; Thence South 40°27'57" East, a distance of 9.82 feet; Thence South 2°29'47" East, a distance of 20.82 feet; Thence South 2°14'25" East, a distance of 24.02 feet; Thence South 1°43'01" East, a distance of 45.02 feet; Thence South 1°25'45" East, a distance of 20.01 feet to a point on the north right-of-way line of said College Way; Thence North 89°37'00" West along the north right-of-way line of College Way, a distance of 8.90 feet to the true point of beginning; Except that portion conveyed to the State of Washington by deed recorded under Recording Number 9104250092.

Situate in the County of Skagit, State of Washington.

EXHIBIT C
Easement Area

Commencing at the Southwest corner of Lot 2, Short Plat No. MV-11-80, approved November 21, 1980, recorded November 21, 1980, in Volume 5 of Short Plats, Page 6, under Auditor's File No. 8011210021, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 17, Township 34 North, Range 4 East, W.M.;

thence N 87°54'52" E, a distance of 8.74 feet along the South line of said Lot 2 to the True Point of Beginning;

thence continuing N 87°54'52" E along said South line, a distance of 0.72 feet;

thence N 28°13'43" E, a distance of 16.33 feet;

thence N 0°07'07" W, a distance of 78.32 feet;

thence N 12°37'26" E, a distance of 9.12 feet;

thence N 22°13'35" E, a distance of 5.82 feet, more or less, to the North line of said Lot 2;

thence N 87°54'52" W along the North line of said Lot 2, a distance of 19.12 feet more or less to the Northwest corner of said Lot 2;

thence S 1°07'34" W, a distance of 0.14 feet along the West line of said Lot 2;

thence S 38°45'49" E, a distance of 9.82 feet;

thence S 0°47'39" E, a distance of 20.82 feet;

thence S 0°32'17" E, a distance of 24.02 feet;

thence S 0°00'53" E, a distance of 45.02 feet;

thence S 0°16'23" W, a distance of 10.01 feet, more or less, to the True Point of Beginning.



EXHIBIT C
Easement Area
(continued)

