

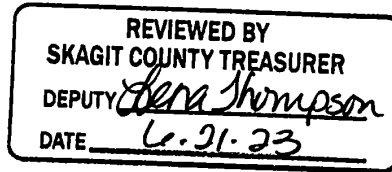


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06/21/2023 02:18 PM Pages: 1 of 7 Fees: \$209.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Skagit County
Planning & Development Services
Attn: _____
1800 Continental Place
Mount Vernon, Washington 98273



DOCUMENT TITLE: Access Easement

BP 21-1072

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): WEST COAST REDUCTION USA INC.

GRANTEE: Skagit County, a political subdivision of the State of Washington

ASSESSOR'S TAX / PARCEL NUMBER(S): P129951; P129952; P129953

ABBREVIATED LEGAL DESCRIPTION:

Lots 3, 4 and 5 Sierra Pacific BSP PL 08-0315 in
the NE 1/4 of Sec. 9, Twp 34 N., R. 3 E, WM

(Complete LEGAL DESCRIPTION provided at *Exhibit "B"*).

ACCESS EASEMENT

The undersigned, **WEST COAST REDUCTION USA INC.** ("Grantor" herein), and **Skagit County**, a political subdivision of the State of Washington, ("Grantee" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's successors and assigns, a permanent, perpetual, non-exclusive access easement for ingress and egress, and other purposes reasonably related thereto ("Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement agreement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent, perpetual, non-exclusive access easement for the benefit of Grantee (and Grantee's employees, agents, contractors, and/or assigns) over, upon, across and through the Grantor's Property for the limited purpose of conducting periodic inspections of stormwater and drainage facilities owned by Grantor, as may be required by applicable Federal, State, and local laws, rules, regulations, and permits (including, but not limited to, Title 33 United States Code, Section 1251 *et seq.*, RCW 90.48, Chapter 173 WAC, SCC 14.32, and Western Washington Phase II

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SKAGIT COUNTY
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Municipal Stormwater Permit), and for purposes reasonably related thereto. The Grantee shall have a perpetual right of access to the Easement area at all times and without notice to Grantor. Said Easement area is legally described on **Exhibit "A"**, attached hereto and incorporated by reference. A legal description for the Grantor's Property is attached hereto as **Exhibit "B"**, and is incorporated herein by this reference.

1.1 Grantor specifically recognizes and agrees that Grantee is in no way responsible or liable whatsoever for the use, maintenance, operation, and/or repair of any stormwater and drainage facilities located within the Easement area and/or Grantor's Property, and Grantor specifically releases and holds the Grantee harmless from any past or future responsibility and/or liability arising from and/or related to any stormwater and drainage facilities located within the Easement area and/or Grantor's Property. The Grantor further recognizes and agrees that Grantor shall be solely responsible and liable for any use, maintenance, operation and/or repair of any stormwater and drainage facilities located within the Grantor's Property, and that any stormwater and drainage facilities located within the Grantor's Property do not become the property or responsibility of the Grantee by virtue of this Easement.

2. Additional Terms. Grantor further agrees that no structure, gate, or obstruction shall be erected over, upon or within the Easement. Grantor shall have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's use of the Easement area. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has good title to the Grantor's Property and warrants the Grantee title to and quiet enjoyment of the Easement area. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto. This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action relating to this Easement shall be in Skagit County Superior Court, State of Washington. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR(S): **WEST COAST REDUCTION USA INC.,**
a Washington corporation

DATED this 23RD day of JANUARY, 2023

By: _____

Print name: Coraline Philpott CFU

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that CORALIE PALIPOT is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they are duly authorized to execute this instrument and executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 23RD day of JANUARY, 2023

(SEAL)

Notary Public

Print name:

Residing at:

My appointment expires:

PETER J. BROWN
Barrister & Solicitor
1900-1040 W. GEORGIA ST.
VANCOUVER, B.C. V6E 4H3
604-689-1811

GRANTEE: **SKAGIT COUNTY,**
a political subdivision of the State of Washington

DATED this 23 day of February, 2023.

Authorization per Resolution R20160001:




County Administrator


Recommended:


Department Head

Approved as to form:


Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:


Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Jennifer Johnson is the person who appeared before me, and said person acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was authorized execute the instrument and acknowledged it as Administrator of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of February, 2023.



Katie Williams
Notary Public
Print name: Katie Williams
Residing at: Skagit County
My appointment expires: 11-29-23

EXHIBIT "A"**LEGAL DESCRIPTION OF ACCESS EASEMENT AREA**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOTS 3, 4 AND 5, "SIERRA PACIFIC BINDING SITE PLAN PL08-0315" APPROVED NOVEMBER 16, 2009 AND RECORDED NOVEMBER 16, 2009 AS SKAGIT COUNTY AUDITOR'S FILE NO. 200911160068.

EXCEPT THAT PORTION OF SAID LOT 5 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID BINDING SITE PLAN AND A COMMON CORNER TO LOT 8, THENCE NORTH $1^{\circ}15'35''$ EAST, A DISTANCE OF 628.07 FEET, ALONG THE EAST LINE OF LOT 5 TO THE NORTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF LOT 4;
THENCE SOUTH $84^{\circ}42'43''$ WEST, A DISTANCE OF 65.92 FEET ALONG THE NORTH LINE OF LOT 5;
THENCE SOUTH $1^{\circ}12'58''$ WEST, A DISTANCE OF 19.75 FEET TO A POINT OF CURVATURE TO THE RIGHT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE (CONCAVE TO THE WEST) HAVING A RADIUS OF 731.18 FEET, THROUGH A CENTRAL ANGLE OF $27^{\circ}30'21''$, AN ARC DISTANCE OF 351.02 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 503.20 FEET, THROUGH A CENTRAL ANGLE OF $31^{\circ}30'33''$, AN ARC DISTANCE OF 276.73 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 963.21 FEET, THROUGH A CENTRAL ANGLE OF $9^{\circ}35'57''$, AN ARC DISTANCE OF 161.37 FEET TO A NON-TANGENT POINT ON THE SOUTH LINE OF LOT 5;
THENCE CONTINUING ALONG THE SOUTH LINE OF LOT 5 SOUTH $89^{\circ}36'55''$ EAST, A DISTANCE OF 479.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALL OF THE ABOVE BEING PORTIONS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

EXHIBIT "B"
LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOTS 3, 4 AND 5, "SIERRA PACIFIC BINDING SITE PLAN PL08-0315" APPROVED NOVEMBER 16, 2009 AND RECORDED NOVEMBER 16, 2009 AS SKAGIT COUNTY AUDITOR'S FILE NO. 200911160068.

EXCEPT THAT PORTION OF SAID LOT 5 DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID BINDING SITE PLAN AND A COMMON CORNER TO LOT 8, THENCE NORTH $1^{\circ}15'35''$ EAST, A DISTANCE OF 628.07 FEET, ALONG THE EAST LINE OF LOT 5 TO THE NORTHEAST CORNER THEREOF AND THE SOUTHEAST CORNER OF LOT 4;
THENCE SOUTH $84^{\circ}42'43''$ WEST, A DISTANCE OF 65.92 FEET ALONG THE NORTH LINE OF LOT 5;
THENCE SOUTH $1^{\circ}12'58''$ WEST, A DISTANCE OF 19.75 FEET TO A POINT OF CURVATURE TO THE RIGHT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE (CONCAVE TO THE WEST) HAVING A RADIUS OF 731.18 FEET, THROUGH A CENTRAL ANGLE OF $27^{\circ}30'21''$, AN ARC DISTANCE OF 351.02 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 503.20 FEET, THROUGH A CENTRAL ANGLE OF $31^{\circ}30'33''$, AN ARC DISTANCE OF 276.73 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 963.21 FEET, THROUGH A CENTRAL ANGLE OF $9^{\circ}35'57''$, AN ARC DISTANCE OF 161.37 FEET TO A NON-TANGENT POINT ON THE SOUTH LINE OF LOT 5;
THENCE CONTINUING ALONG THE SOUTH LINE OF LOT 5 SOUTH $89^{\circ}36'55''$ EAST, A DISTANCE OF 479.63 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALL OF THE ABOVE BEING PORTIONS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.