



202411180093

11/18/2024 03:47 PM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
TRANS MOUNTAIN PIPELINE (PUGET SOUND) LLC

Faber Fairchild McCurdy LLP

400 N. Commercial Street
Bellingham, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Cain Cress
DATE 11/18/2024

DOCUMENT TITLE:

ACCESS EASEMENT AGREEMENT

GRANTOR:

LOOKOUT ARTS QUARRY SPC, a Washington Social Purpose Corporation

GRANTEE:

TRANS MOUNTAIN PIPELINE (PUGET SOUND) LLC, a Delaware Limited Liability Company

ABBREVIATED LEGAL DESCRIPTION:

PTN NE ¼, S1, T36N, R3E, W.M. and PTN NW ¼, S6, T36N, R4E, W.M.

Full legal description found on page 8 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:

P48946
P47517
P47518

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (the "Agreement") is made this 12th day of JULY, 2024, by and between LOOKOUT ARTS QUARRY SPC, a Washington Social Purpose Corporation ("Grantor") and TRANS MOUNTAIN PIPELINE (Puget Sound) LLC, a Delaware Limited Liability Company ("Grantee"). Grantor and Grantee are collectively referred to herein as the "Parties."

I. RECITALS

A. Grantor owns the real property identified by Skagit County Assessor Parcel Nos. P48946, P47517 and P47518 and legally described in *Exhibit A* (the "Property").

B. Grantee operates the Trans Mountain Puget Sound Pipeline (the "Pipeline") which is adjacent to and runs through the Property. Grantee's right to operate the Pipeline on the Property is through two Grant of Easement documents recorded under Skagit County Auditor's File Nos. 507230 and 510274 (collectively, the "Pipeline Easement").

C. Grantor is willing to grant an easement to Grantee for ingress and egress to the Pipeline, and Grantee agrees to obtain such an easement, according to the terms and conditions provided for in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions expressed herein, the Parties agree as follows:

II. TERMS AND CONDITIONS

1. **GRANT OF EASEMENT.** Grantor hereby grants and conveys a perpetual and nonexclusive easement to Grantee over, through, across, and within the easement area legally described in *Exhibit B* and depicted in *Exhibit C* (the "Easement Area"), for the purpose of ingress and egress to access the Pipeline (the "Easement"). The Easement includes the right to do all things required for the safe and efficient transportation of persons, equipment, vehicles, and property over the Easement Area, including without limitation constructing, maintaining, repairing and renewing and replacing works that are used, or are necessary or desirable for such purposes and all works auxiliary thereto such as drains, fences and gates, whether or not currently existing in the Easement Area; provided, that any new works constructed by Grantee in the Easement Area shall require the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

2. **DURATION.** This Easement, and all rights associated therewith, shall be perpetual in existence and duration and shall be considered and construed as covenants running with the land, and shall be binding upon and inure and extend to the benefit of the successors and assigns of the Parties hereto. Without limiting the foregoing, the Parties specifically agree that the Easement and this Agreement shall run with the Pipeline Easement and shall benefit any successor to Grantee's rights and interests in the Pipeline Easement or any successor thereto. The Easement and this Agreement shall not be terminated except as specifically provided for in this Agreement or as otherwise required by law.

3. **USE BY GRANTOR.** Grantor and its representatives, employees, agents, contractors, and/or licensees may continue to use the Easement Area provided that Grantor shall not place nor construct any structure or other improvement on the Easement Area not already existing as of April 3, 2024 that in the opinion of Grantee interferes with the Easement or take any other action that unreasonably interferes with the Easement. Except in emergency situations and for inspection of the Pipeline during festival events, Grantee shall reasonably accommodate requests by Grantor to not utilize the Easement when Grantor has notified Grantee that Grantor is holding a festival event on the Property, as the Easement Area is occasionally used for overflow parking and other festival uses during festival events. Grantor agrees to keep at minimum a fire lane at least twenty (20) feet in width open during such events at all times.

4. **PIPELINE OPERATIONS AND SAFETY.** Grantor acknowledges that the operations and safety of the Pipeline and related facilities must take priority over any other consideration under this Agreement. In the event that Grantee notifies Grantor that Grantee has determined that the safe operation of the Pipeline is affected by anything done or to be done under this Agreement, the Parties will work in good faith to amend this Agreement or take such other action as may be necessary or prudent to address such operational and/or safety concern. Without limiting the foregoing, Grantor agrees that any emergency involving the Pipeline will take priority over any activities on the Property, and that in the event that Grantee notifies Grantor of such an emergency, Grantor will stop such activities and take such other steps as requested by Grantee to provide full access to the Pipeline to respond to such emergency.

5. **MAINTENANCE.** Grantor shall be responsible for the maintenance of the access road constructed in the Easement Area, including maintaining the road surface and underlayment and including weed control and vegetation management. Grantee shall have the right to top, trim and remove any trees or other vegetation within the Easement Area, and to remove any structures or other improvements placed within the Easement Area after April 3, 2024, in each case to the extent deemed by Grantee to interfere with ingress and egress to the Pipeline. Grantee shall be responsible for and shall repair at its cost any damage to the Easement Area caused by the use of the Easement Area by Grantee and its representatives. All maintenance shall be performed in accordance with all applicable laws, rules and regulations. If Grantee fails to immediately restore the Easement Area in accordance with this Paragraph 5, Grantor may undertake such work and charge the cost thereof to Grantee, which Grantee shall pay to Grantor upon demand.

6. **RESTORATION.** Following any installation, maintenance, repair or replacement activities in the Easement Area by Grantee, Grantee shall restore any part of the Easement Area or anything on it disturbed by the exercise of the rights herein in accordance with the following, if and to the extent applicable:

- (a) cause all construction debris to be removed from the Easement Area;
- (b) replace all topsoil removed from and grade and contour the disturbed part of the Easement Area; and
- (c) restore improvements disturbed by the work and leave the Easement Area in as good or better condition as it was prior to the work.

7. INDEMNIFICATION. Grantee shall indemnify, defend and hold harmless Grantor and its representatives, employees, agents, contractors and/or licensees from and against any and all claims, losses, costs and damages, including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of or relating to the use of the Easement Area by Grantee or its representatives, employees, agents, contractors and/or licensees except for such damages or other losses caused by or resulting from the negligence or willful misconduct of Grantor.

8. QUIET ENJOYMENT. Grantor agrees that Grantee shall peaceably hold and enjoy the rights hereby granted and given by Grantor without hindrance, molestation or interruption on the part of Grantor or on the part of a person, firm or corporation claiming by, through, under or in trust of Grantor. If Grantee shall fail to perform or observe any of its obligations under this Agreement, the sole remedy Grantor or any other person having an interest in the Easement Area shall have is to recover from Grantee damages for its default, and in no event shall Grantor or any other person having an interest in the Easement Area terminate the Easement or interfere with, hinder, molest or interrupt Grantee in its use and enjoyment of the rights herein granted.

9. NOT A PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or purpose whatsoever.

10. RECORDATION. Grantee will record this Agreement, at its expense, in the real property records of Skagit County, Washington. By executing this Agreement, Grantor consents to recordation without further action or involvement.

11. NEUTRAL AUTHORSHIP. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of the Parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12. GOVERNING LAW. This Agreement, and the rights of the Parties afforded by the Easement, shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, venue shall lie exclusively in Skagit County, Washington.

13. ATTORNEYS' FEES AND COSTS. If, by reason of any default or breach on the part of any Party in the performance of any of the provisions of the Agreement, a legal action is instituted, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith.

14. AMENDMENTS. Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of all Parties or their successors and assigns.

15. NOTICES. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party shall be in writing addressed to the other Party at the addresses as follows:

Grantor: Lookout Arts Quarry SPC
246 OLD HWY 99N
BALINGHAM WA 98229

Grantee: Trans Mountain Land Department
Attn: Trans Mountain Land Manager
300-4401 Still Creek Drive
Burnaby, BC V5C 6G9
Email: landmanager@transmountain.com

or such address as may have been specified by notifying the other Party of the change of address. Notice shall be deemed served on the date of actual delivery or the first (1st) attempted delivery as shown on the return receipt if mailed with the United States Postal Service or Canada Post by certified or registered mail, return receipt requested.

16. COUNTERPARTS. This Agreement may be signed in counterparts. All counterparts will be construed together and evidence only one Agreement.

17. CAPTIONS. The captions and headings provided for in this Agreement are for reference purposes only and do not have any effect on the interpretation of this Agreement.

18. AUTHORITY TO SIGN. The individuals signing this Agreement hereby represent that each are authorized to execute this Agreement on behalf of identified Parties.

19. SEVERABILITY. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

20. ENTIRE AGREEMENT. This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by any other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of an amendment to this Agreement and executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written above.

TRANS MOUNTAIN PIPELINE (PUGET SOUND) LLC

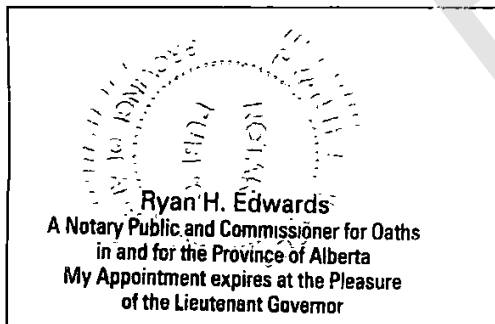
Mark Maki
 BY: Mark Maki

ITS: Vice president, Finance and Treasury

City of Calgary)
province of Alberta) ss.

On this day personally appeared before me MARK MAKI
 to me known to be the VICE PRESIDENT, FINANCE AND TREASURY of TRANS MOUNTAIN PIPELINE
 (PUGET SOUND) LLC and acknowledged the said instrument to be the free and voluntary act
 and deed of said limited liability company, for the uses and purposes therein mentioned, and on
 oath stated that he/she was authorized to execute the said instrument on behalf of the limited
 liability company.

GIVEN under my hand and official seal this 12 day of NOVEMBER, 2024.



[NOTARY SEAL]

Ryan Edwards
 Print Name: RYAN EDWARDS
 NOTARY PUBLIC in and for the
PROVINCE OF ALBERTA
 My Commission Expires: AT THE PLEASURE
OF THE LIEUTENANT GOVERNOR.

LOOKOUT ARTS QUARRY SPC

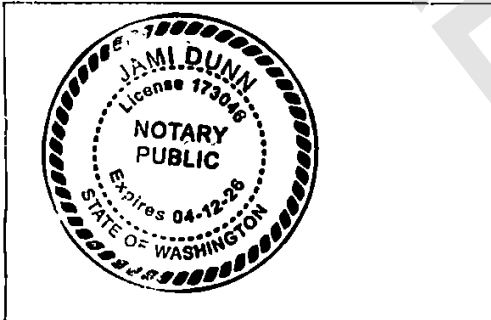
ISLANDO SPARKSBY: SITE MANAGER, OWNER

ITS: _____

STATE OF WASHINGTON)

COUNTY OF WHATCOM) ss.
SKAGIT)

On this day personally appeared before me ISLANDO S. SPARKS
the OWNER of the LOOKOUT ARTS QUARRY SPC, and acknowledged
the said instrument to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that he/she was authorized to execute the said
instrument on behalf of the corporation.

GIVEN under my hand and official seal this 12 day of JULY, 2024.

[NOTARY SEAL]

Jami Dunn
Print Name: JAMI DUNN
NOTARY PUBLIC in and for the
State of Washington, Residing at BELLINGHAM
My Commission Expires: 4/12/26

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The Southeast quarter of the Northeast quarter lying East of Friday Creek, Section 1, Township 36 North, Range 3 East of W.M., EXCEPT that portion of said premises conveyed to the State of Washington by deeds recorded July 26, 1962 and January 28, 1963 under Auditor's File Nos. 624332 and 631413, AND that portion of Government Lot 5 lying West of Old Highway 99, in Section 6, Township 36 North, Range 4 East of W.M.

EXHIBIT B EASEMENT AREA DESCRIPTION

A 30 foot wide Access Easement, over, under and across a portion of Government Lot 5, the Southwest quarter of the Northwest quarter (P48946) of Section 6, Township 36 North, Range 4 East of W.M., and across the Southeast quarter of the Northeast quarter (P47517), of Section 1, Township 36 North, Range 3 East of W.M.; the centerline of said easement being described as follows:

Commencing at the Southwest corner of aforesaid Government Lot 5 (P48946), Section 6, Township 36 North, Range 4 East of W.M.

Thence North 00°19'53" West along the West line of said Section 6, for a distance of 1208.71 feet to the centerline of a gravel road and the **Point of Beginning**, hereinafter referred to as Point "A" (across P48946);

Thence North 89°35'22" East for a distance of 22.01 feet;

Thence North 83°12'23" East for a distance of 94.48 feet;

Thence North 84°22'17" East for a distance of 101.04 feet;

Thence South 89°25'34" East for a distance of 155.90 feet;

Thence North 88°58'41" East for a distance of 124.99 feet;

Thence South 87°09'30" East for 156.74 feet, to the west line of right-of-way of Old Highway 99 and the **Terminus** of herein described centerline.

The sidelines of the above-described easement being lengthened or shortened to intersect with the Westerly right of way line of said Old Highway 99.

Together with an Access Easement being 30 foot wide (across P47517 & P47518), the centerline of which is described as follows:

Beginning at the above said Point "A";

Thence South 89°35'22" West for a distance of 39.21 feet;

Thence North 80°44'30" West for a distance of 62.97 feet;

Thence North 80°20'16" West for a distance of 61.95 feet;

Thence South 88°00'14" West for a distance of 30.72 feet;

Thence South 62°56'35" West for a distance of 25.40 feet;

Thence South 35°22'18" West for a distance of 37.85 feet;

Thence South 21°24'02" West for a distance of 40.07 feet;

Thence South 14°56'47" West for a distance of 90.60 feet;

Thence South 12°57'18" West for a distance of 82.49 feet;

Thence South 08°49'13" West for a distance of 100.55 feet;

Thence South 08°48'03" West for a distance of 41.63 feet;

Thence South 31°11'29" West for a distance of 36.20 feet;

Thence South 57°19'59" West for a distance of 71.86 feet;

Thence South 47°08'29" West for a distance of 34.82 feet;

Thence South 30°22'24" West for a distance of 45.17 feet;

Thence South 20°08'26" West for a distance of 37.68 feet;

Thence South 07°20'12" West for a distance of 35.36 feet;

Thence South 03°26'43" East for a distance of 95.43 feet;

Thence South 01°02'03" East for a distance of 82.82 feet;

Thence South 06°38'32" West for a distance of 62.34 feet;

Thence South 00°36'53" West for a distance of 57.88 feet;

Thence South 64°55'09" West for a distance of 42.99 feet;

Thence South 68°11'55" West for a distance of 58.74 feet to the terminus of herein described centerline of the existing Trans Mountain Pipeline.

EXHIBIT C
EASEMENT AREA DEPICTION

