

Filed for Record at Request of:

CSD ATTORNEYS AT LAW P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Oudman
DATE 05/19/2026

DOCUMENT TITLE(S):

ACCESS EASEMENT AGREEMENT & NO BUILD COVENANT

REFERENCE NUMBER(S) OF DOCUMENTS AMENDED, ASSIGNED AND/OR RELEASED:

N/A

Additional reference numbers found on page N/A of document.

GRANTOR(S) (Last name, First name and MI):

PORT OF ANACORTES, a Washington municipal corporation

Additional grantors found on page N/A of document.

GRANTEE(S) (Last name, First name, and MI):

ANACORTES HOUSING AUTHORITY, a Washington public nonprofit corporation

Additional grantees found on page N/A of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

PTN NW ¼, SW ¼, S18, T35N, R02E, W.M.

Additional legal is on pages 7 - 9 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

**P134591
P55040**

ACCESS EASEMENT AGREEMENT & NO BUILD COVENANT

This **ACCESS EASEMENT AGREEMENT & NO BUILD COVENANT** (the "Agreement") is made by and between the **PORT OF ANACORTES**, a Washington municipal corporation (hereinafter "Grantor"), and **ANACORTES HOUSING AUTHORITY**, a Washington public nonprofit corporation (hereinafter "Grantee"). Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the sole owner of certain real property situated in Skagit County, Washington, which is legally described in Exhibit "A" hereto (the "Port Property");

WHEREAS, Grantee is the sole owner of certain real property situated in Skagit County, Washington, abutting the Port Property to the south and to the west, which is legally described in Exhibit "B" hereto (the "AHA Property");

WHEREAS, Grantee desires to construct a new building on the AHA Property;

WHEREAS, Grantor desires to grant to Grantee two (2) perpetual, nonexclusive easements over and across those portions of the Port Property legally described in Exhibit "C" and depicted in Exhibit "D" ("Easement Areas") as "Easement Area 1" and "Easement Area 2" for ingress and egress to and from AHA Property; and

WHEREAS, Grantor is willing to agree to certain covenants binding the property identified as "Easement Area 2" on Exhibit "E" and Exhibit "F" to facilitate the construction of Grantee's new building.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are a part of this Agreement and the Parties represent and warrant that they are true and correct.
2. **GRANT OF EASEMENT.** Grantor grants to Grantee two perpetual, non-exclusive easements over and across the Easement Areas for ingress and egress to and from the AHA Property as described in Exhibit "E" and depicted in "Exhibit "F." Such easements shall include Grantee's right to construct a ramp, curbing, walkways, driveways, and other similar improvements within the Easement Areas. Moreover, Grantor grants Grantee the right to utilize: (i) both Easement Areas for access to the AHA Property during the construction of Grantee's new building; and (ii) Easement Area 1 for parking stalls and placement of a refuse enclosure associated with Grantee's new building.
3. **NO BUILD COVENANT.** Grantor agrees that Grantor and its successors forever may not construct any buildings or other improvements within Easement Area 2. The purpose of this covenant burdening Easement Area 2 is to allow Grantee's project to be built to the property line and to comply with the City of Anacortes's zoning ordinances and building codes.
4. **RESERVATION.** Grantor reserves a non-exclusive right for itself, its successors and assigns, over and across Easement Area 2 for ingress and egress to and from the Port Property for the duration of this Agreement. Grantee consents and agrees (i) to such reservation for itself

and its successors and assigns; and (ii) to not allow any use of Easement Area 2 that would interfere with or inhibit Grantor's ingress or egress over and across Easement Area 2.

5. **MAINTENANCE AND RESTORATION.** Grantee shall be responsible for the maintenance of the improvements located within the Easement Areas. Notwithstanding the foregoing, Grantor shall immediately reimburse Grantee for any costs incurred to investigate and repair any damage to the improvements located in the Easement Areas caused by the actions of Grantor or its agents, invitees, or contractors.

6. **BINDING EFFECT.** This Agreement, and all rights associated therewith; the easement granted herein; and the covenants binding Easement Area 2 shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Port Property and the AHA Property and their successors and assigns.

7. **ADEQUATE CONSIDERATION.** The completion of Grantee's building project will be of substantial benefit to both Grantor and Grantee. Grantor and Grantee each represent and warrant that there is adequate consideration for the promises and covenants set forth in this Agreement.

8. **NO TERMINATION UPON BREACH.** No breach of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such Party may have hereunder by reason of any breach of this Agreement.

9. **ENFORCEMENT.** If either Party allegedly violates the terms of this Agreement and the other Party employs or uses an attorney or sues to enforce the terms of this Agreement, the substantially prevailing Party shall be awarded its reasonable costs and attorneys' fees in addition to such other relief as may be allowed.

10. **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.

11. **JURISDICTION AND VENUE.** Any dispute arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Jurisdiction for any action to enforce the terms of this Agreement shall be in the Superior Court for the State of Washington. Venue for any such action shall lie exclusively in Skagit County.

12. **CAPTIONS.** The captions and paragraph headings contained in this Agreement are for the convenience of the Parties and for reference only, and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

13. **WAIVER.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement, term, or condition.

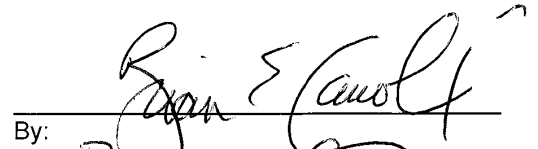
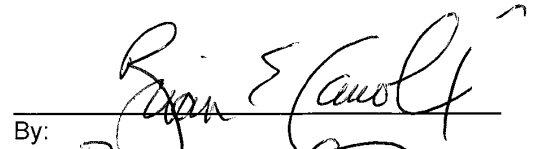
GRANTOR:

PORT OF ANACORTES


By: John Dumas
Its: Executive Director

GRANTEE:

ANACORTES HOUSING AUTHORITY


By: 
Its: BRIAN E CARROLL
EXECUTIVE DIRECTOR

14. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both 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.

15. **AMENDMENTS.** Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of the Parties.

16. **NOTICES.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any Party to any other Party shall be in writing and shall be deemed to have been duly given if (i) delivered personally; (ii) sent by a nationally recognized overnight delivery service; or (iii) deposited in the United States mail, postage prepaid to:

Grantor: Port of Anacortes
Attn: Executive Director
317 Commercial Avenue
Anacortes, WA 98221

Grantee: Anacortes Housing Authority
Attn: Executive Director
719 Q Avenue
Anacortes, WA 98221

Notice shall be deemed received upon the earlier of three (3) business days following deposit into the United States mail or upon actual receipt, whichever is earlier. A Party may designate new or additional addresses for mail or delivery of notice to the other Party as provided in this section.

17. **COUNTERPARTS – AUTHORITY.** This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as the original instrument and as if all of the Parties to the counterparts had signed the same instrument. Electronically scanned signatures shall be sufficient to demonstrate a Party's assent to this Agreement. Each individual signing this Agreement on behalf of either the Grantor or the Grantee represents that they have the authority to bind the Party on whose behalf they are signing and that all steps necessary for their respective entity to execute this Agreement have been taken.

18. **EFFECTIVE DATE.** This Agreement shall commence upon the Effective Date which is the date last signed below.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof.

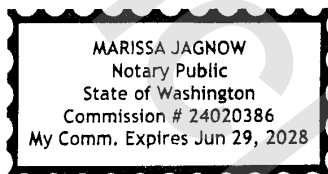
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth above.

[Signatures on Subsequent Page]

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day personally appeared before me **JOHN DUMAS** to me known to be the **EXECUTIVE DIRECTOR** of the **PORT OF ANACORTES**, 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 was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 18 day of May, 2026.



[NOTARY SEAL]

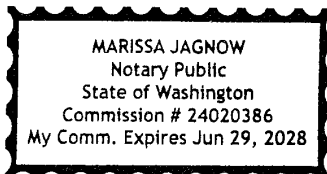
Marissa Jagnow
 Print Name: Marissa Jagnow
 NOTARY PUBLIC in and for the
 State of Washington, Residing at Skagit County
 My Commission Expires: June 29, 2028

STATE OF WASHINGTON)
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Brian Carroll to me known to be the Executive Director of the **ANACORTES HOUSING AUTHORITY**, 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 was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 19 day of May, 2026.



[NOTARY SEAL]

Marissa Jagnow
 Print Name: Marissa Jagnow
 NOTARY PUBLIC in and for the
 State of Washington, Residing at Skagit County
 My Commission Expires: June 29, 2028



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squaticum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'A'
BURDENED PROPERTY LEGAL DESCRIPTION (PORT)

LOTS 1 THROUGH 7 AND LOTS 16 THROUGH 17, BLOCK 31, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH VACATED ALLEY ABUTTING, AS VACATED UNDER ORDINANCE NO. 3037.

SITUATE IN SKAGIT COUNTY, WASHINGTON.





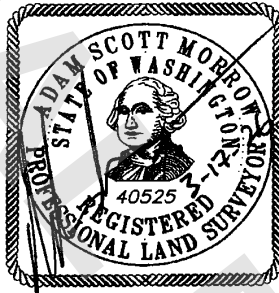
Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squallicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'B'
BENEFITTED PROPERTY LEGAL DESCRIPTION (AHA)

LOTS 18 THROUGH 20, BLOCK 31, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LESS ANY PORTION OF THE VACATED ALLEY IN SAID BLOCK 31 WHICH WOULD ATTACH BY OPERATION OF LAW.

SITUATE IN SKAGIT COUNTY, WASHINGTON.





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land surveying • civil engineering • consulting • environmental
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Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'C'
EASEMENT LEGAL DESCRIPTION

EASEMENT AREA 1:

THE EAST 14.00 FEET OF LOT 17, BLOCK 31, MAP OF THE CITY OF ANACORTES,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

EASEMENT AREA 2:

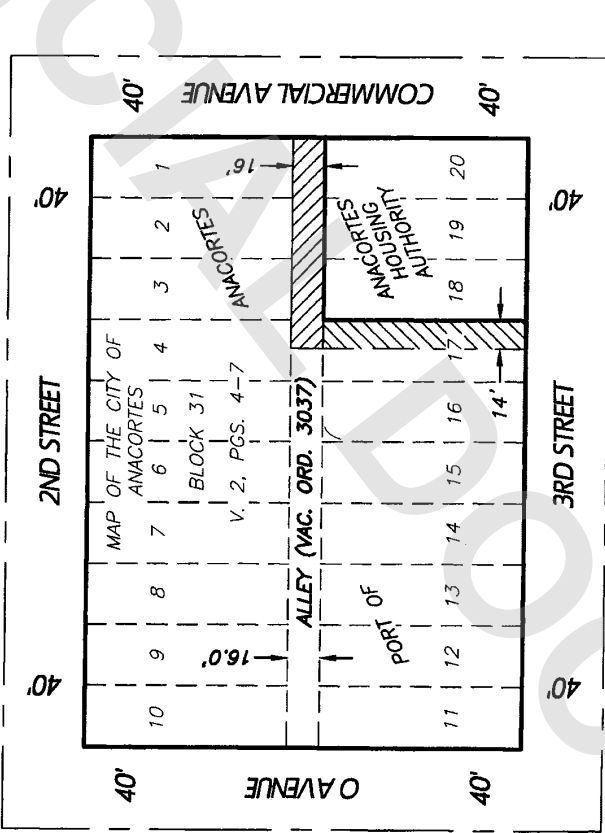
THE FULL 16.00 FOOT-WIDE VACATED ALLEY ABUTTING THE EAST 14.00 FEET OF LOT
17 AND LOTS 18 THROUGH 20, BLOCK 31, MAP OF THE CITY OF ANACORTES,
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4-7,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



EXHIBIT 'D'

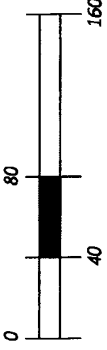
SITUATE IN A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH,
RANGE 02 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



= EASEMENT AREA #1
= EASEMENT AREA #2



GRAPHIC SCALE
(US SURVEY FEET)



PACIFIC SURVEYING
& ENGINEERING, INC.

909 Squelcum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2026061_svE_EASEMENT.dwg DATE: 03/17/26 JOB#: 2026061 SCALE: 1"= 80' SHEET: 1 OF 1