



200808290040  
Skagit County Auditor

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Return Address:  
Punkin Center, LLC  
103 North Township  
Sedro-Woolley, WA 98284

### Utility Easement

**Grantor:** Punkin Center, LLC, a Washington limited liability company

**Grantee:** Town of Hamilton, a Washington municipal corporation.

**Abbreviated Legal description** of property crossed or encumbered by easement: Portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., Skagit County, Washington

**Assessor's Property Tax Parcels:** P41201, P41202, P-41203, P41178, P41193, P41194, P41195, P41196, P41197

**Reference Number(s)** of documents assigned, released, or modified: None

Additional reference numbers on page(s) of document(s): None.

For and in consideration of the mutual promises set forth herein, Punkin Center, LLC, a Washington limited liability company (hereinafter, "Grantor"), hereby conveys and quit claims to the Town of Hamilton, a Washington municipal corporation (hereinafter, "Grantee"), for the purposes set forth below, a nonexclusive perpetual easement, including any after-acquired interest therein, over, under, along, across, and through the following described real property

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Grantor's Initials

(hereinafter, the "Property") in Skagit County, Washington:

An easement area ten feet (10') in width having five feet (5') of such width on each side of a centerline described in the attached Exhibit "A," which exhibit is incorporated herein as though fully set forth in full. All situate in the County of Skagit, State of Washington. Such easement is further depicted for illustrative purposes in the attached Exhibit "B."

1. **Purpose.** Grantee shall have the right to use the easement area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for the purpose of transmitting and distributing water. Such utility systems may include, but are not limited to:

Water mains, pipes, junctions, meters, valves, fire hydrants, conduits, lines, cables, vaults, switches and transformers for electricity, fiber optic cable and other lines, cables and facilities for communications and telemetry systems; semi-buried or ground-mounted facilities and pads, manholes, fixtures, attachments, and any and all other facilities or appurtenances necessary or convenient to any of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as Grantee may require for such systems. Grantor shall allow Grantee access over the Easement Area such that Grantee can exercise its rights hereunder and access its systems at all times.

2. **Clearing and Maintenance.** Grantee shall have the right to cut, remove, and dispose of any and all brush, trees, or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, and other vegetation in the Easement area so as to prevent damage to Grantee's facilities. Grantee shall not spray pesticides or herbicides without prior written consent of Grantor.

Grantee when exercising its easement rights shall endeavor to notify Grantor of the intended activity and shall endeavor to restore the premises to a neat and proper order. Obstructions or interferences which in the Grantee's opinion reduce the Grantee's ability to maintain the easement area shall not be required to be restored.

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3. **Vegetation Outside Easement Area.** The Grantor authorizes the Grantee to cut and remove any vegetation or remove any physical interferences which, in the sole judgment of the Grantee, constitutes an interference with, or obstruction or hazard to, the Grantee's use of the easement. Grantee shall, prior to exercising such right, identify such vegetation and make a reasonable effort to give Grantor prior notice that such vegetation will be cut, trimmed, removed, or disposed of (except that Grantee shall have no obligation to provide such notice in the event of an emergency.) Grantee shall be entitled to no compensation for any vegetation cut, trimmed, removed, or disposed of, except for the actual market value of merchantable timber (if any\_) cut and removed from the Property by Grantee. The Grantee holds the Grantor, its officers, employees, and agents harmless from damage caused by the removal of vegetation or physical interferences from the easement.

4. **Access to Easement.** Grantee shall have the right of ingress and egress to the easement from adjacent lands of the Grantor for the purposes described above, and to provide for trench stabilization during the construction, maintenance or repair of utility facilities. This agreement shall not provide the general public with the right of ingress and egress to the easement area. Grantee shall reimburse Grantor for any damage to the property caused by the exercise of such right of access by Grantee.

5. **Grantor's Use of Easement Area.** The Grantor retains all rights to the easement area, PROVIDED that the Grantor's exercise of such rights do not interfere with the Grantee's rights under this easement. The Grantor agrees not to interfere with the Grantee's ability to use or maintain the utility facilities. Interference includes, but is not limited to, physically modifying the easement area such as altering topography; installing fences, structures, rockeries, walls or other like improvements; planting of difficult to restore landscaping; piling or storage of dirt, trash garbage, debris or other materials. Grantor agrees not to construct any structure, permanent or temporary, within the easement area, nor conduct blasting within 300 feet of Grantee's facilities. The Grantor shall, upon receipt of written notice from the Grantee, remove cited interferences from the easement area. The Grantee may grant written permission to the Grantor to physically modify the easement area upon receipt of a written request.

6. **Indemnification.** Grantee agrees to indemnify Grantor from and against any liability incurred by the Grantor as a proximate result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any liability attributed to

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the negligence of Grantor or the negligence of others. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

7. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder and any improvements remaining in the Easement Area shall revert to or otherwise become the property of the Grantor; Provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

8. **Successors and Assigns.** This agreement is made by and between the Grantor and Grantee and constitutes the entire agreement between the parties. The rights and obligations of the Grantor and Grantee shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. The Grantor agrees that this easement touches and concerns the land described in Exhibit "A," and that this easement shall run with the land. Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in and under this easement to any public utility or municipal services providers, but such assignment shall not expand the scope of this easement.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 29 2008

Amount Paid \$ ~~0~~  
Skagit Co. Treasurer  
By *WF* Deputy

/ / /

/ / /

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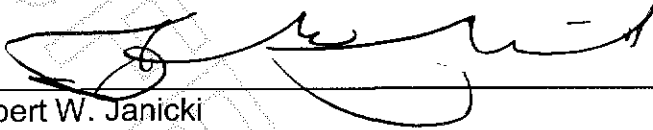
Grantor's Initials *[Signature]*



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Granted this 29<sup>th</sup> day of July, 2008

**Signature of Authorized Representative of Grantor:**



Robert W. Janicki

Title of Authorized Representative: managing member

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

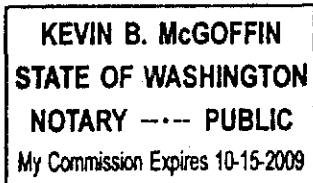
I certify that I know or have satisfactory evidence that Robert W. Janicki personally appeared before me, and acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument and acknowledged it as the voluntary act and deed of Punkin Center, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 29, 2008

Signature: 

(print name) Kevin B. McGoffin

(Seal or stamp) NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON



My appointment expires 10-15-2009

Accepted and approved for Town of Hamilton:

Tim Bates  
Tim Bates, Mayor

Date: 8-28-08

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF SKAGIT     )

On this 28<sup>th</sup> day of August, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TIM BATES, to me known to be the Mayor for the Town of Hamilton, Washington, the governmental agency that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Town of Hamilton, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Dated: 8/28/08

Signature: Margaret S. Fleck

(print name) Margaret S. Fleck

(Seal or stamp) NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires 8/01/2012



**CONSENT TO AND APPROVAL OF UTILITY EASEMENT**

Wells Fargo (lender), the current Beneficiary of a Deed of Trust recorded under AFN 200807010056, records of Skagit County, which deed of trust encumbers the real estate described in Exhibit "A" of the attached Utility Easement, does hereby consent to the establishment of said covenant

Signed: T. P. Brown

Title: VICE PRESIDENT

Date: 8/1/08

STATE OF WASHINGTON )

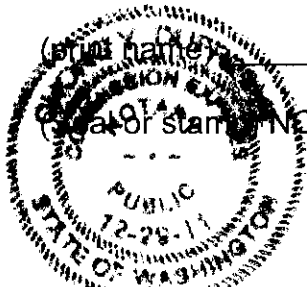
COUNTY OF ~~SKAGIT~~ King ) ss

I certify that I know or have satisfactory evidence that

Tim P Brown is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the Vice president of Wells Fargo Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/1/08

Signature: Cherylut



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My appointment expires 12/29/2011

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## **Exhibit "A" – Centerline of Easement**

### **LISSER & ASSOCIATES, PLLC**

320 Milwaukee St, PO Box 1109, Mount Vernon WA 98273 (360) 419-7442 FAX (360) 419-0581

April 24, 2008

#### **Easement Description for Waterline**

Grantor: Punkin Center, LLC, a Limited Liability Company

Grantee: Town of Hamilton, a Washington Municipal Corporation

#### **Abbreviated Description:**

Portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., Skagit County, Washington

#### **Assessor's Property Tax Parcels:**

P-41201, P-41202, P-41203, P-41178, P-41193, P-41194, P-41195, P-41196 and P-41197

A 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

Commencing at the Northwest corner of the Northwest 1/4 (NW Section corner) of said Section 14, Township 35 North, Range 6 East, W.M.;

thence South 88°00'05" East along the North line of said Northwest 1/4 for a distance of 68.19 feet;

thence South 1°59'55" West for a distance of 70.87 to a point hereafter referred to as Point A and being the TRUE POINT OF BEGINNING of said centerline;

thence South 85°16'08" East for a distance of 505.16 feet to a point hereafter referred to as Point B;

thence continue South 85°16'08" East for a distance of 19.66 feet;

thence South 1°16'03" West for a distance of 261.44 feet to a point hereafter referred to as Point C;



thence continue South 1°16'03" West for a distance of 243.98 feet to a point hereafter referred to as Point D;  
thence continue South 1°16'03" West for a distance of 33.16 feet to a point hereafter referred to as Point E;  
thence South 88°46'38" East for a distance of 333.68 feet;  
thence South 54°21'53" East for a distance of 131.03 feet;  
thence South 53°37'21" East for a distance of 86.72 feet;  
thence North 36°24'32" East for a distance of 46.72 feet;  
thence North 83°37'24" East for a distance of 149.78 feet;  
thence South 4°23'28" East for a distance of 139.37 feet;  
thence South 49°23'28" East for a distance of 6.89 feet;  
thence South 71°50'12" East for a distance of 236.60 feet;  
thence South 88°28'45" East for a distance of 57.61 feet;  
thence North 64°55'57" East for a distance of 437.88 feet;  
thence North 63°21'20" East for a distance of 100.00 feet;  
thence North 61°31'47" East for a distance of 200.00 feet;  
thence North 59°24'26" East for a distance of 78.45 feet;  
thence North 46°05'33" East for a distance of 11.41 feet;  
thence North 1°22'33" East for a distance of 310.72 feet to a point hereafter referred to as Point F;  
thence South 87°42'34" East for a distance of 1,331.60 feet;  
thence North 70°22'08" East for a distance of 34.88 feet to the terminus of said centerline

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point A;  
thence South 1°13'52" West for a distance of 48.96 feet to a point hereafter referred to as Point G;  
thence continue South 1°13'52" West for a distance of 455.44 feet;  
thence South 43°46'08" East for a distance of 10.74 feet to a point hereafter referred to as Point H;  
thence continue South 43°46'08" East for a distance of 84.43 feet;  
thence South 1°10'28" West for a distance of 100.71 feet;  
thence South 88°49'32" East for a distance of 245.13 feet to a point hereafter referred to as Point I;  
thence North 1°10'28" East for a distance of 39.32 feet;



thence North 46°13'52" East for a distance of 87.98 feet;  
thence South 88°46'08" East for a distance of 148.80 feet, more or less, to  
the aforementioned Point D and being the terminus of said centerline.

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point B;  
thence South 4°43'52" West for a distance of 14.00 feet being the  
terminus of said centerline.

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point C;  
thence North 88°46'05" West for a distance of 12.00 feet being the  
terminus of said centerline.

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point D;  
thence North 88°46'08" West for a distance of 10.00 feet being the  
terminus of said centerline;

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point F;  
thence North 2°17'26" East for a distance of 10.5 feet, more or less,  
to the centerline of the existing Hamilton Water Main and being the  
terminus of said centerline;

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point G;  
thence South 88°46'08" East for a distance of 7.00 feet being the terminus of said centerline;

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point H;  
thence South 46°19'18" West for a distance of 42.00 feet being the terminus of said centerline;

and a 10.00 (ten) foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a portion of the North 1/2 of Section 14, Township 35 North, Range 6 East, W.M., said 10.00 foot wide easement being 5 (five) feet on each side of the following described centerline:

BEGINNING at the aforementioned Point I;  
thence South 1°12'22" West for a distance of 30.00 feet being the terminus of said centerline;

EXCEPTING from all the above any road rights-of-way.

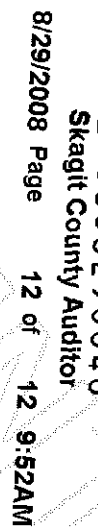
SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Sidelines of the above easement to be lengthened or shortened as necessary to conform to property lines.



**EXHIBIT B**



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