



Skagit County Auditor

7/12/2017 Page

1 of

\$78.00

6 10:38AM

WHEN RECORDED RETURN TO:

MARK A. LACKEY
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

GUARDIAN NORTHWEST TITLE CO.

ACCOMMODATION RECORDING ONLY

Document Title:	Access and Utilities Easement
Grantor:	Burlington Hill Holdings I, LLC, a Washington limited liability company
Grantee:	Burlington Hill Holdings II, LLC, a Washington limited liability company
Legal Description:	Portion of Tracts 10, 11, 18 and 19, "Plat of the Burlington Acreage Property"
Assessor's Tax Parcel Nos:	P102189 P62331

ACCESS AND UTILITIES EASEMENT

NO CONSIDERATION

THIS ACCESS AND UTILITIES EASEMENT, is made and entered into this 11th day of July, 2017, by and between Burlington Hill Holdings I, LLC, a Washington limited liability company ("**Grantor**") and Burlington Hill Holdings II, LLC, a Washington limited liability company ("**Grantee**").

RECITALS

- A. Grantor owns real property situated in Skagit County, Washington, legally described on the attached Exhibit "A" (the "**Burdened Property**").
- B. Grantee owns real property situated in the Skagit County, Washington, legally described on the attached Exhibit "B" (the "**Benefited Property**").
- C. Grantor and Grantee desire grant an easement for utilities pursuant to the terms and conditions included herein.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 12 2017

ACCESS AND UTILITIES EASEMENT - 1

Amount Paid \$
Skagit Co. Treasurer
By *hlm* Deputy

NOW, THEREFORE, in consideration of the mutual covenants contained in herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Utilities Easement.** Grantor hereby grants and conveys to Grantee a perpetual nonexclusive easement over, under, across and through the Burdened Property to for the existing utilities located on the property and to install, construct and maintain utilities of any kind that service the Benefited Property. The easement shall be located five feet (5') on either side of the utilities as built or constructed. Grantee shall install, construct and maintain those utilities in a manner that does not interfere with Grantor's use of the Burdened Property. Grantor shall have the right to relocate any utilities on the Burdened Property that service the Benefited Property at Grantee's sole cost and expense. Upon relocation of the Utilities the easement granted in this section shall relocate to the new road location.

2. **Benefit.** The Easements granted herein are for the benefit of the Benefited Property, Grantee, and any heirs, assigns, successors to, and personal representatives of the Grantee.

3. **Previous Easements.** This document is not intended to terminate or extinguish any rights of the Grantee under the documents previously granting the Existing Easements. Any rights of Grantee shall survive the execution of this document.

4. **Binding Effect.** In all respects, the provisions of this document shall be construed and interpreted as covenants which run with and are pertinent to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

5. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

6. **Attorney's fees.** In the event any of the parties' institutes suit to enforce this document, the prevailing party shall be entitled to court costs and reasonable attorney's fees against the losing party.


7. **Severability.** Invalidation of any of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

8. **Entire Agreement.** This document contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have executed this document as of the date first above written.


GRANTOR:

BURLINGTON HILL HOLDINGS I, LLC


By: ADAM WARE, Member

GRANTEE:

BURLINGTON HILL HOLDINGS II, LLC


By: ADAM WARE, Member

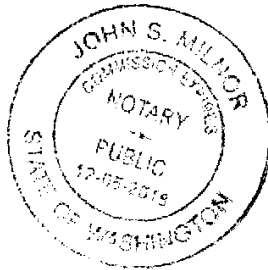
STATE OF WASHINGTON)


: ss.

COUNTY OF SKAGIT)

On this 11th day of July, 2017, before me personally appeared ADAM WARE, to me known to be a member of Burlington Hill Holdings I, LLC, the limited liability company that executed the within and foregoing 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 was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Print Name: John S. Milnor
Notary Public in and for the State of Washington,
residing at Mount Vernon
My commission expires: 12/5/2019

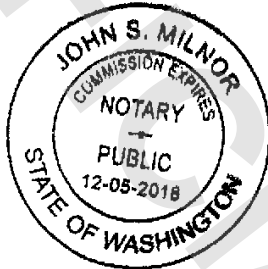
STATE OF WASHINGTON)

: ss.

COUNTY OF SKAGIT)

On this 11th day of July, 2017, before me personally appeared ADAM WARE, to me known to be a member of Burlington Hill Holdings II, LLC, the limited liability company that executed the within and foregoing 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 was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Print Name: John S. Milnor

Notary Public in and for the State of Washington,

residing at Mount Vernon

My commission expires: 12/5/2018

EXHIBIT "A"
(Burdened Properties)

Lot A of City of Burlington BLA 2-17, more particularly described as "After Legal Descriptions Lot A" on Quit Claim Deed recorded under Skagit County Auditor file number 201706080091.

EXHIBIT "B"
(Benefited Properties)

Lot B of City of Burlington BLA 2-17, more particularly described as "After Legal Descriptions Lot B" on Quit Claim Deed recorded under Skagit County Auditor file number 201705300208.