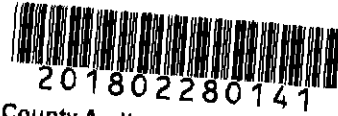


Filed at the Request of/Return to:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 28 2018

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



201802280141  
Skagit County Auditor  
2/28/2018 Page

1 of 14 \$87.00  
3:23PM

**SANITARY SEWER EASEMENT**

GUARDIAN NORTHWEST TITLE CO.

GRANTOR(S): **PORT OF SKAGIT COUNTY**, a Washington  
public port district and municipal corporation

114924

GRANTEE(S): **BOUSLOG INVESTMENTS, LLC**, a Washington  
limited liability company, and  
**JBK INVESTMENTS, LLC**, a Washington limited  
liability company

Abbreviated Legal: Ptn Gvt Lot 4 & Ptns SW1/4 NW1/4, all S2 T34N R3E WM;  
Ptn Lot 2H Bay Ridge Business Park BSP PL-03-0706  
Ptn Lot 2-A, Revised Skagit County SP No. 23-82  
Ptn E1/2 SE1/4 S34 T35N R3E WM

Assessor's Parcel No.: P20983; P20131; P35378; P122632

NO MONETARY CONSIDERATION

THIS EASEMENT AGREEMENT is made and entered into this 28<sup>th</sup> day of February 2018, by and between the **PORT OF SKAGIT COUNTY**, a Washington public port district and municipal corporation (hereinafter "Grantor"), and **BOUSLOG INVESTMENTS, LLC**, a Washington limited liability company, and **JBK INVESTMENTS, LLC**, a Washington limited liability company, dba **BOUSLOG PROPERTIES** (hereinafter collectively "Grantee"). This Easement Agreement is entered into contemporaneously with the conveyance of the properties identified herein to the Grantor by the Grantee pursuant to a purchase and sale transaction.

**RECITALS**

A. Grantor is the owner of real property legally described in Section 1 below and referred to herein as the "Encumbered Parcel(s)."

B. Grantee is the owner of tax parcels P-35378 and P-122632 more particularly described in Section 2 below and referred to herein as the "Benefitted Parcels."

C. Grantor has agreed to convey to Grantee an exclusive perpetual easement for sanitary sewer purposes over, under, and across a strip of land 10.00-feet in width the location of which is more particularly described in and to be determined in accord with Section 3 below.

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

1. Grant of Easement. Grantor hereby grants to Grantee, without warranty, an exclusive, perpetual 10.00-foot wide non-exclusive easement for sanitary sewer purposes, over, under and across a portion of that portion of the following described parcel ("Encumbered Parcel(s)"):

Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M., lying Southerly of the State right-of-way, commonly known as Peterson Road, as conveyed to the State of Washington by Deed dated July 5, 1938 and recorded September 6, 1938 under Auditor's File No. 305470, records of Skagit County;

EXCEPT the East 30.00 feet thereof;

AND EXCEPT the following described tract:

BEGINNING at a point 330.00 feet East and 30.00 South of the Northwest corner of said Government Lot 4;  
thence South 330.00 feet;  
thence East 132.00 feet;  
thence North 330.00 feet;  
thence West 132.00 feet to the POINT OF BEGINNING;

AND ALSO EXCEPT that portion of said Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M., being more particularly described as follows:

Commencing at the Northeast corner of Government Lot 3 (North 1/4 corner) of said Section 2, Township 34 North, Range 3 East, W.M.;  
thence North 88°15'23" West along the North line of said Government Lot 3 for a distance of 1,329.87 feet, more or less, to the Northwest corner thereof (also being the Northeast corner of Government Lot 4 said Section 2, Township 34 North, Range 3 East, W.M.);  
thence South 0°22'46" West along the East line of said Government Lot 4 for a distance of 30.01 feet, more or less, to the Southerly right-of-way margin of said Peterson Road;  
thence North 88°15'23" West along said Southerly margin of Peterson Road for a distance of 60.02 feet, more or less, to a point on the West line of the East 60.00 feet of said Government Lot 4 and being the TRUE POINT OF BEGINNING;  
thence continue North 88°15'23" West along said Southerly right-of-way margin of Peterson Road for a distance of 250.07 feet;

thence South 1°44'37" West for a distance of 237.50 feet;  
thence South 88°15'23" East parallel with the North line of said Government Lot 4 for a distance of 255.73 feet, more or less, to said West line of the East 60.00 feet of said Government Lot 4 at a point bearing South 0°22'46" West from the TRUE POINT OF BEGINNING;

thence North 0°22'46" East along said West line of the East 60.00 feet for a distance of 237.57 feet, more or less, to the TRUE POINT OF BEGINNING;

TOGETHER WITH the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 34 North, Range 3 East, W.M.;

EXCEPT the East 446.00 feet of the South 264.00 feet thereof;

AND ALSO EXCEPT the East 30 feet of the North 407.55 feet thereof.

ALSO TOGETHER WITH the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 2, Township 34 North, Range 3 East, W.M.

AND ALSO TOGETHER WITH that portion of Lot 2H of Bay Ridge Business Park Binding Site Plan No. PL-03-0706, as recorded July 9, 2004 under Auditor's File No. 200407090108 and amended by Affidavit of Minor Correction recorded August 3, 2004 under Auditor's File No. 200408030057 described as follows:

BEGINNING at the Southeast corner of said Lot 2H, also being the Southeast corner of the Northeast 1/4 of Section 3, Township 34 North, Range 3 East, W.M. (East 1/4 corner);

thence North 88°19'14" West along the South line of said Lot 2H for a distance of 747.19 feet, more or less, to the Southeast corner of that certain tract conveyed to Port of Skagit, a Municipal Corporation, by Boundary Line Adjustment Warranty Deed recorded under Skagit County Auditor's File No. 200506220164;

thence North 37°38'02" East along the Southeasterly line of said Port of Skagit tract for a distance of 761.08 feet, more or less, to the Northeasterly corner of said Port of Skagit tract, also being the Southeasterly corner of Tract Z, said Bay Ridge Business Park Binding Site Plan No. PL-03-0706;

thence North 29°05'08" East along the Southeasterly line of said Tract Z for a distance of 216.65 feet to the Northeast corner;

thence North 34°49'59" East along the Westerly margin of a drainage easement as shown on the face of said Bay Ridge Business Park Binding Site Plan No. PL-03-0706 for a distance of 30.15 feet to an angle point on said margins;

thence North 30°58'13" East for a distance of 153.45 feet to an angle point in said margin;

thence North 61°14'33" East for a distance of 75.32 feet to an angle point in said margin;

thence North 0°18'24" East for a distance of 451.40 feet to an angle point in said margin;

thence continuing along said fence and along its Easterly prolongation, North 89°19'18" East for a distance of 446.82 feet, more or less, to the West easement line of Sunrise Lane;  
thence along said line, North 00°32'30" West, for a distance of 4.31 feet (called 5.31 feet in previous description) to the Southeast corner of that certain tract described in Statutory Warranty Deed (for a boundary adjustment) recorded under Auditor's File No. 9605100107, records of Skagit County, Washington;  
thence South 89°22'20" West along the South line of said tract, for a distance of 436.74 feet to the Southwest corner thereof;  
thence North 00°32'30" West along the West line of said tract for a distance of 200.00 feet to the POINT OF BEGINNING.

AND ALSO EXCEPT that portion of Lot 2-A of Revised Skagit County Short Plat No. 23-82, as approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, page 19, under Auditor's File No. 8210270059, records of Skagit County, Washington; being a portion of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East, W.M., more particularly described as follows:

Commencing at the Southeast corner of said Southwest 1/4 (South 1/4 corner) of Section 35, Township 35 North, Range 3 East, W.M.;  
thence North 0°32'30" West along the East line of said Southwest 1/4, also being the East line of said Lot 2-A, Revised Short Plat No. 23-82, for a distance of 674.00 feet, more or less, to the Southeast corner of Tract A, Skagit County Short Plat No. 44-77, as approved July 18, 1977, and recorded July 19, 1977, in Volume 2 of Short Plats, page 84, under Auditor's File No. 860873, records of Skagit County, Washington, being a common corner with said Lot 2-A, Revised Short Plat No. 23-82, and also being the Northeast corner of that certain parcel conveyed to Roger Knutzen and Lou Ann Knutzen, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9610150044;  
thence South 89°22'20" West along said South line of Tract A, Skagit County Short Plat No. 44-77, or South line extended for a distance of 170.00 feet, to the West line of a 30-foot easement, as shown on the face of said Short Plat No. 44-77, being the Northwest corner of said Knutzen parcel and also being the TRUE POINT OF BEGINNING;  
thence continue South 89°22'20" West for a distance of 266.74 feet, more or less, to the Easterly margin of that certain 60-foot wide easement for road and utilities as shown on the face of said Revised Short Plat No. 23-82, commonly known as Sunrise Lane, also being the Southwest corner of that certain parcel conveyed to Arthur W. Henry and Susan D. Henry, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9602290059;  
thence South 0°32'30" East along said Easterly margin of Sunrise Lane for a distance of 644.00 feet, more or less, to the Northerly right of way margin of Peterson Road, also being the South line of said Lot 2-A, Revised Short Plat No. 23-82;

**STORM DRAINAGE EASEMENT**

thence South 89°41'36" East for a distance of 20.00 feet, more or less, to the East line of said Lot 2H at a point bearing North 0°18'24" East from the POINT OF BEGINNING;

thence South 0°18'24" West along said East line for a distance of 1,457.80 feet, more or less, to the POINT OF BEGINNING.

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 and referred to herein as the "encumbered parcel(s)."

2. Benefitted Parcel(s). The easement described in Section 1 is for the benefit of **BOUSLOG INVESTMENTS, LLC**, and **JBK INVESTMENTS, LLC**, and their successors and assigns, for the properties currently identified as Skagit County Assessor's Parcel Numbers P-35378 and P-122632, referred to herein as the "Benefitted Parcels," being more particularly described as follows:

Lot 2-A of Revised Skagit County Short Plat No. 23-82, as approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, page 19, under Auditor's File No. 8210270059, records of Skagit County, Washington; being a portion of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East of the Willamette Meridian;

EXCEPT that portion of the Southeast 1/4 of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the South 1/4 of said Section 35;  
thence North 00°32'30" West along the North/South centerline of said Section 35 a distance of 674.00 feet to the Southeast corner of Tract A of Skagit County Short Plat No. 44-77, as approved July 18, 1977 and recorded July 19, 1977 in Volume 2 of Short Plats, page 84, under Auditor's File No. 860873 records of Skagit County, Washington;  
thence South 89°22'20" West along the South line of said Tract A and said line extended, a distance of 170.00 feet to the West line of a 30 foot easement, as shown on said short plat;  
thence South 00°32'30" East parallel with the East line of said Southwest 1/4 a distance of 674.00 feet to the South line of said Southwest 1/4;  
thence North 89°22'20" East along said South line 170.00 feet to the POINT OF BEGINNING;

AND EXCEPT that portion of Lot 2-A of Revised Skagit County Short Plat No. 23-82, as approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, page 19, under Auditor's File No. 8210270059, records of Skagit County, Washington, lying Easterly of Sunrise Lane as shown on said Short Plat, and lying North of the South line extended West to said Sunrise Lane of Tract A of Skagit County Short Plat No. 44-77, as approved July 18, 1977,

and recorded July 19, 1977, in Volume 2 of Short Plats, page 84, under Auditor's File No. 860873, records of Skagit County, Washington; being a portion of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East of the Willamette Meridian;

AND ALSO EXCEPT that portion of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of Lot A-2 as shown on Revised Skagit County Short Plat No. 37-82, as approved September 22, 1988, and recorded September 30, 1988, in Volume 8 of Short Plats, page 71, under Auditor's File No. 8809300016, records of Skagit County, Washington;  
thence North  $89^{\circ}22'20''$  East along the South line of said Lot A-2, a distance of 436.74 feet to the West line of Sunrise Lane as shown on said short plat;  
thence South  $00^{\circ}32'30''$  East along the West line thereof, a distance of 200.00 feet;  
thence South  $89^{\circ}22'20''$  West parallel with the South line of said Lot A-2 a distance of 436.74 feet to a point which lies South  $00^{\circ}32'30''$  East from the POINT OF BEGINNING;  
thence North  $00^{\circ}32'30''$  West a distance of 200.00 feet to the POINT OF BEGINNING;

AND ALSO EXCEPT that portion of Lot 2-A of Revised Skagit County Short Plat No. 23-82, as approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, page 19, under Auditor's File No. 8210270059, records of Skagit County, Washington, lying in the Southwest 1/4 of Section 35, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of Lot A-2 of Revised Skagit County Short Plat No. 37-82, as approved September 22, 1988, and recorded September 30, 1988, in Volume 8 of Short Plats, page 71, under Auditor's File No. 8809300016, records of Skagit County, Washington;  
thence along a fence as it existed in September 2000, South  $89^{\circ}22'20''$  West, for a distance of 4.23 feet;  
thence continuing along said fence, South  $01^{\circ}05'14''$  West, for a distance of 204.80 feet;  
thence continuing along said fence and along its Easterly prolongation, North  $89^{\circ}19'18''$  East for a distance of 446.82 feet, more or less, to the West easement line of Sunrise Lane;  
thence along said line, North  $00^{\circ}32'30''$  West, for a distance of 4.31 feet (called 5.31 feet in previous description) to the Southeast corner of that certain tract described in Statutory Warranty Deed (for a boundary adjustment) recorded under Auditor's File No. 9605100107, records of Skagit County, Washington;  
thence South  $89^{\circ}22'20''$  West along the South line of said tract, for a distance of 436.74 feet to the Southwest corner thereof;

thence North 00°32'30" West along the West line of said tract for a distance of 200.00 feet to the POINT OF BEGINNING.

AND ALSO EXCEPT that portion of Lot 2-A of Revised Skagit County Short Plat No. 23-82, as approved October 26, 1982, and recorded October 27, 1982, in Volume 6 of Short Plats, page 19, under Auditor's File No. 8210270059, records of Skagit County, Washington; being a portion of the Southwest 1/4 of Section 35, Township 35 North, Range 3 East, W.M., more particularly described as follows:

Commencing at the Southeast corner of said Southwest 1/4 (South 1/4 corner) of Section 35, Township 35 North, Range 3 East, W.M.;

thence North 0°32'30" West along the East line of said Southwest 1/4, also being the East line of said Lot 2-A, Revised Short Plat No. 23-82, for a distance of 674.00 feet, more or less, to the Southeast corner of Tract A, Skagit County Short Plat No. 44-77, as approved July 18, 1977, and recorded July 19, 1977, in Volume 2 of Short Plats, page 84, under Auditor's File No. 860873, records of Skagit County, Washington, being a common corner with said Lot 2-A, Revised Short Plat No. 23-82, and also being the Northeast corner of that certain parcel conveyed to Roger Knutzen and Lou Ann Knutzen, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9610150044;

thence South 89°22'20" West along said South line of Tract A, Skagit County Short Plat No. 44-77, or South line extended for a distance of 170.00 feet, to the West line of a 30-foot easement, as shown on the face of said Short Plat No. 44-77, being the Northwest corner of said Knutzen parcel and also being the TRUE POINT OF BEGINNING;

thence continue South 89°22'20" West for a distance of 266.74 feet, more or less, to the Easterly margin of that certain 60-foot wide easement for road and utilities as shown on the face of said Revised Short Plat No. 23-82, commonly known as Sunrise Lane, also being the Southwest corner of that certain parcel conveyed to Arthur W. Henry and Susan D. Henry, husband and wife, by Statutory Warranty Deed recorded under Skagit County Auditor's File No. 9602290059;

thence South 0°32'30" East along said Easterly margin of Sunrise Lane for a distance of 644.00 feet, more or less, to the Northerly right of way margin of Peterson Road, also being the South line of said Lot 2-A, Revised Short Plat No. 23-82;

thence North 89°22'20" East along said Northerly right of way margin for a distance of 266.74 feet, more or less, to said West line of the 30-foot easement shown on the face of said Short Plat No. 44-77, being the Southwest corner of said Knutzen parcel, at a point bearing South 0°32'30" East from the TRUE POINT OF BEGINNING;

thence North 0°32'30" West along said West line of the 30-foot easement for a distance of 644.00 feet, more or less, to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPT County Road rights of way.

TOGETHER WITH that portion of the East 1/2 of the Southeast 1/4 of Section 34, Township 35 North, Range 3 East, W.M., described as follows:

Commencing at the Southeast corner of said Section 34;  
thence North 88°20'14" West along the South line of said Section 34, a distance of 645.76 feet, more or less, to the Northerly extension of the centerline of a 60.00 foot wide easement as shown on Skagit County Short Plat No. 96-012, approved October 2, 1996, and recorded under Auditor's File No. 9610110054 in Book 12 of Short Plats at page 155, records of Skagit County;  
thence North 1°27'22" East, a distance of 1,041.74 feet;  
thence North 88°20'48" West, a distance of 675.96 feet to the West line of said East 1/2 of the Southeast 1/4 of Section 34;  
thence North 1°27'22" East along said West line a distance of 904.61 feet to the TRUE POINT OF BEGINNING;  
thence South 88°20'48" East a distance of 1,329.84 feet to the East line of said Section 34;  
thence North 1°41'43" East along said East line, a distance of 738.75 feet to the Northeast corner of said East 1/2 of the Southeast 1/4 of Section 34;  
thence North 88°58'01" West along the North line thereof, a distance of 1,332.95 feet to the Northwest corner of said East 1/2 of the Southeast 1/4 of Section 34;  
thence South 1°27'22" West along the West line thereof, a distance of 724.33 feet to the TRUE POINT OF BEGINNING.

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

All of the above situated in the County of Skagit, State of Washington and referred to herein as the "Benefitted Parcel(s)."

3. Future Development. The location of said 10.00-foot wide sanitary sewer line easement shall be subject to the mutual agreement of the then owners of the Benefitted and Encumbered Parcels at a future date prior to the submission of any development plans for the Benefitted or Encumbered Parcels and subject to termination in Section 4 to ensure that the location does not conflict with the development plans for either the Benefitted or Encumbered Parcels. The parties hereto agree that they shall, in good faith, discuss and attempt to agree to the location of the easement granted hereby and the method of conveyance and the costs to be paid therefor by each party.

4. Alternative Construction. The parties acknowledge that, as of the date hereof, the City of Burlington, which provides the sanitary sewer utility for the Benefitted Parcels, has preliminarily determined that the sanitary sewer service for the Benefitted Properties will be from the east side of the Benefitted Properties. In the event that the owner of the above-described Benefitted Parcel(s) is required to, and does subsequently, construct a sanitary sewer line via such route or an alternative route outside of the Encumbered Parcel(s), the encumbrance



created by this easement as referenced herein shall terminate and cease to exist. In such event, the then Grantee shall execute and pay to have recorded a quit claim deed terminating this easement substantially in the form attached as **Exhibit "A"** hereto.

5. Non-Waiver of Breach. The failure of Grantor to insist upon strict performance of any of the covenants or agreements of this easement in one or more instances shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall be and remain in full force and effect during the term of this easement.

6. Alternative Dispute Resolution. Grantor and Grantee agree to exercise their best efforts and good faith to resolve problems associated with the easement granted herein (best efforts include at least one mediation session). Should the parties be unable or unwilling to resolve a dispute concerning the easement, including the interpretation of this Agreement, following mediation, then they agree to submit the issue to binding arbitration under the rules of mandatory arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not subject to appeal *provided*, that failure to agree to a modification of the easement pursuant to Section 3 shall not be subject to dispute resolution of any type whatsoever.

7. Attorney's Fees. If either party brings an action including litigation or arbitration to enforce any of the provisions of this easement, the substantially prevailing party shall be entitled to recover the costs of said action from the other party, including a reasonable attorney's fee.


8. Easement Runs with Land. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and shall bind the Grantor's Property and the Grantee's Property, the Grantor and Grantee, and their respective legal successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective legal successors and assigns.

9. Applicable Law. This Agreement shall be construed according to the laws of the State of Washington.

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


GRANTOR:

PORT OF SKAGIT COUNTY

By   
PATRICIA BOTSFORD-MARTIN,  
Executive Director

GRANTEES:

BOUSLOG INVESTMENTS, LLC

By   
JOHN L. BOUSLOG, General Manager

*Signature Page Continues on Page 9*

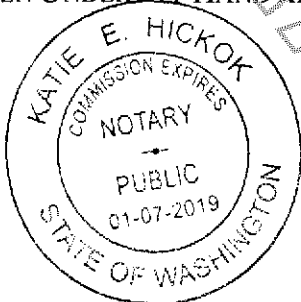
JBK INVESTMENTS, LLC

By *Karla Ohrt*  
KARLA OHRT, General Manager

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that **PATRICIA BOTSFORD-MARTIN** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director** of the **Port of Skagit County** to be the free and voluntary act of the Port of Skagit County for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28<sup>th</sup> day of February, 2018.

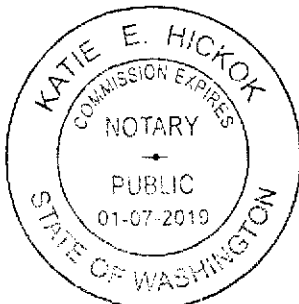


*Katie E. Hickok*  
Printed Name Katie E. Hickok  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 1-7-19

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } SS.

I certify that I know or have satisfactory evidence that **JOHN L. BOUSLOG** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **General Manager** of **Bouslog Investments, LLC**, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28<sup>th</sup> day of February, 2018.



*Katie E. Hickok*  
Printed Name Katie E. Hickok  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 1-7-19

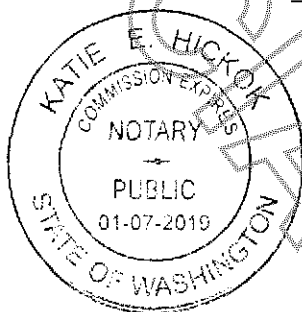
STATE OF WASHINGTON

COUNTY OF KING

SS.

I certify that I know or have satisfactory evidence that **KARLA OHRT** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **General Manager** of **JBK Investments, LLC**, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28 day of February, 2018.



Printed Name Katie E. Hickok  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 1-7-19

**EXHIBIT A**

**AFTER RECORDING RETURN TO:**

PORT OF SKAGIT COUNTY  
15400 AIRPORT DRIVE  
BURLINGTON, WA 98233

**QUIT CLAIM DEED**

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Reference Number of Related Documents:

GRANTOR(S): **BOUSLOG INVESTMENTS, LLC**, a Washington limited liability company, and  
**JBK INVESTMENTS, LLC**, a Washington limited liability company

GRANTEE(S): **PORT OF SKAGIT COUNTY**, a Washington public port district and municipal corporation

Abbreviated Legal: Ptn Gvt Lot 4 & Ptns SW1/4 NW1/4, all S2 T34N R3E WM;  
Ptn Lot 2H Bay Ridge Business Park BSP PL-03-0706  
Ptn Lot 2-A, Revised Skagit County SP No. 23-82  
Ptn E1/2 SE1/4 S34 T35N R3E WM

Assessor's Parcel No.: P20983; P20131; P35378; P122632

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**THE GRANTORS, JBK INVESTMENTS, LLC**, a Washington limited liability company, dba **BOUSLOG PROPERTIES**, and **BOUSLOG INVESTMENTS, LLC**, a Washington limited liability company (hereinafter collectively "Grantor Herein"), for and in consideration of clearing title only and for no monetary consideration in hand paid, conveys and quit claims to **PORT OF SKAGIT COUNTY**, a Washington public port district and municipal corporation, ("Grantee Herein"), all of Grantor Herein's beneficial right, title and interest, as "Grantee(s)" therein, in that certain Sanitary Sewer Easement dated \_\_\_\_\_, 2018 and recorded under Skagit County Auditor's file number 2018 \_\_\_\_\_ ("Sanitary Sewer

Easement”), situated in the County of Skagit, State of Washington, together with all after acquired title of the Grantee(s) therein.

It is the intent of the parties hereto to terminate hereby any and all rights and obligations related to the Benefitted Parcels and the Encumbered Parcels, described in Exhibits “A” and “B” of the Sanitary Sewer Easement.

**DATED:** \_\_\_\_\_, 20\_\_

**GRANTORS:**

**BOUSLOG INVESTMENTS, LLC**

By \_\_\_\_\_  
**JOHN L. BOUSLOG**, General Manager

**JBK INVESTMENTS, LLC**

By \_\_\_\_\_  
**KARLA OHRT**, General Manager

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **JOHN L. BOUSLOG** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **General Manager** of **Bouslog Investments, LLC**, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF KING

} ss.

I certify that I know or have satisfactory evidence that **KARLA OHRT** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **General Manager** of **JBK Investments, LLC**, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington

My Commission Expires \_\_\_\_\_