

201911200136

11/20/2019 03:37 PM Pages: 1 of 9 Fees: \$111.50  
Skagit County Auditor

201908010057

08/01/2019 12:28 PM Pages: 1 of 8 Fees: \$110.50  
Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Punkin Center, LLC  
P. O. Box 817  
Sedro-Woolley WA 98284

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
JUL 31 2019

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

REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY *MB*

DATE *11/20/19*

**EASEMENT FOR INGRESS, EGRESS AND UTILITIES**

**\*\*Re-record to correct exhibits and recording header\*\***

Grantor: PUNKIN CENTER, LLC, a Washington limited liability company

Grantee: PUNKIN CENTER, LLC, a Washington limited liability company

**Abbreviated Legal:**

Parcel A:	Ptn N ½ NW ¼ and NW ¼ NE ¼ S14 T35N R6E WM
Parcel B:	Ptn SW ¼ NW ¼ S14 T35N R6E WM
Parcel C:	Ptn SW ¼ NW ¼ S14 T35N R6E WM
Parcel D:	Ptn E ½ NW ¼ S14 T35N R6E WM
Parcel E:	Ptn SW ¼ NW ¼ S14 T35N R6E WM
Parcel F:	Ptn NW ¼ NW ¼ S14 T35N R6E WM
Parcel H:	Ptn SE ¼ NW ¼ S14 T35N R6E WM

Additional Legal on: Exhibits "B" and "C"

Parcel A:

Assessor's Tax Parcel Nos.: / 350614-0-001-0002; P41201, 350614-2-011-0000; P41210  
~~Parcel A:~~ 350614-0-006-0001; P41175, 350614-0-009-0008; P41178 - Ptn,  
350614-1-008-0007; P41193, 350614-1-009-0006; P41194, 350614-1-010-0003; P41195,  
350614-1-011-0002; P41196, 350614-1-012-0001; P41197, 350614-2-002-0001; P41202,  
350614-2-003-0000; P41203, 350614-2-004-0009; P41204, 350614-2-008-0005; P41207,  
~~350614-2-013-0008; P41212,~~ 350614-2-016-0005; P41215, 350614-2-017-0004; P41216

Parcel B:	350614-2-006-0007; P41205
Parcel C:	350614-2-009-0004; P41208
Parcel D:	350614-0-005-0002; P41174
Parcel E:	350614-2-013-0008; P41212
Parcel F:	350614-0-007-0000; P41176
Parcel H:	350614-0-009-0008; P41178 - Ptn

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of July, 2019, by PUNKIN CENTER, LLC, a Washington limited liability company, (as "Grantor"), and PUNKIN CENTER, LLC, a Washington limited liability company, (as "Grantee").

### **I. DESCRIPTION OF PROPERTY**

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington (the "Burdened Parcels"):

See attached Exhibit "B".

Situate in the County of Skagit, State of Washington.

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

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcels"):

See attached Exhibit "C".

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.

### **II. GRANT OF EASEMENT**

NOW THEREFORE, THE UNDERSIGNED GRANTOR, PUNKIN CENTER, LLC, a Washington limited liability company, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantor and Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to PUNKIN CENTER, LLC, a Washington limited liability company, including any after acquired title, the following described easement for ingress, egress and utilities:

### **III. DESCRIPTION OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES**

#### **1. Description of Easement**

A perpetual, non-exclusive easement over, under and across the easement area defined below for ingress, egress and utilities, including but in no way limited to the purpose of connecting to, installing, maintaining and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas and all other utilities of any nature whatsoever.

Easement for Ingress, Egress, Utilities

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## 2. Easement Area

See attached Exhibit "A-1 – 60-Foot Access & Utility Easement Legal Description" and Exhibit "A-2 – Depiction of 60' Access & Utility Easement."

Situate in Skagit County, Washington.

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

## IV. GENERAL PROVISIONS

In the event that Grantee causes identifiable damage to the road or utilities in the Easement Area, then the Grantee, at Grantee's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the Easement Area in as good or better condition as it was in prior to the damage by Grantee.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated effective as of the date set forth above.

GRANTOR

PUNKIN CENTER, LLC, a Washington limited liability company

By: [Signature]  
Robert Janicki, Its Manager/Member

GRANTEE

PUNKIN CENTER, LLC, a Washington limited liability company

By: [Signature]  
Robert Janicki, Its Manager/Member

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ROBERT JANICKI 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 Manager/Member of PUNKIN CENTER, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30th day of July, 2019.



[Signature]  
Printed Name VIRGINIA S. VOIGT  
NOTARY PUBLIC in and for the State of Washington  
My Commission Expires 6/1/21

Easement for Ingress, Egress, Utilities

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**EXHIBIT "A-1"****60-FOOT ACCESS & UTILITY EASEMENT  
LEGAL DESCRIPTION**

A STRIP OF LAND, FOR THE PURPOSE OF A 60.00-FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT OVER, UNDER AND ACROSS PORTIONS OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M., BEING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**PORTION A:**

**COMMENCING** AT THE 2" BRASS DISK MARKING THE NORTH QUARTER CORNER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M.; **THENCE SOUTH 01°16'33" EAST**, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, **152.17 FEET**, TO THE SOUTHERLY MARGIN OF STATE ROUTE 20; **THENCE NORTH 87°58'57" WEST**, ALONG SAID SOUTHERLY MARGIN, **312.67 FEET**, TO THE **TRUE POINT OF BEGINNING**;

**THENCE SOUTH 02°01'03" WEST**, ALONG THE LINE COMMON TO LOTS 2 AND 4 OF THE "PUNKIN CENTER BOUNDARY LINE ADJUSTMENT", AS DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S \*

FILE NO. 201908010055, RECORDS OF SKAGIT COUNTY, WASHINGTON/AND AS SHOWN ON

THAT BOUNDARY LINE ADJUSTMENT FILED UNDER AUDITOR'S FILE NO. 201908010056 \*\*  
RECORDS OF SKAGIT COUNTY, WASHINGTON, **247.90 FEET**, TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

**THENCE SOUTH 38°36'44" WEST**, ALONG SAID COMMON LINE, **245.21 FEET**;

**THENCE SOUTH 64°08'35" WEST**, ALONG SAID COMMON LINE, **375.97 FEET**, TO THE CORNER COMMON TO LOTS 2, 3 AND 4 OF SAID BOUNDARY LINE ADJUSTMENT;

**THENCE CONTINUING SOUTH 64°08'35" WEST**, ALONG THE LINE COMMON TO SAID LOTS 2 AND 3, **324.49 FEET**;

**THENCE NORTH 77°50'55" WEST**, ALONG SAID COMMON LINE, **189.08 FEET**, TO A POINT HEREINAFTER REFERRED TO AS "POINT B", SAID POINT ALSO BEING THE SOUTHERLY CORNER COMMON TO LOTS 1 AND 2 OF SAID

BOUNDARY LINE ADJUSTMENT;

**THENCE CONTINUING NORTH 77°50'55" WEST**, ALONG THE LINE COMMON TO SAID LOTS 1 AND 3, **68.83 FEET**;

**THENCE NORTH 48°45'54" WEST**, **95.58 FEET**, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO SKAGIT COUNTY FOR FLOOD CONTROL BY DEED DATED JULY 7, 1962, RECORDED JULY 30, 1962, AS AUDITOR'S FILE NO. 624432, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND RECORDED IN VOLUME 324 OF DEEDS, PAGE 175;

**PORTION B:**

**BEGINNING** AT AFOREMENTIONED "POINT A";

**THENCE SOUTH 43°28'34" EAST**, **249.25 FEET**;

**THENCE NORTH 80°28'34" EAST**, **356.25 FEET**;

**THENCE NORTH 87°25'02" EAST**, **594.93 FEET**, TO THE LINE COMMON TO LOTS 4 AND 5 OF AFOREMENTIONED BOUNDARY LINE ADJUSTMENT;

**PORTION C:**

**BEGINNING** AT AFOREMENTIONED "POINT B";

**THENCE NORTH 15°43'24" EAST**, ALONG THE LINE COMMON TO LOTS 1 AND 2 OF AFOREMENTIONED BOUNDARY LINE ADJUSTMENT, **494.67 FEET**;

**THENCE NORTH 52°46'51" EAST**, ALONG SAID COMMON LINE, **168.42 FEET**, TO THE SOUTHERLY MARGIN OF STATE ROUTE 20.

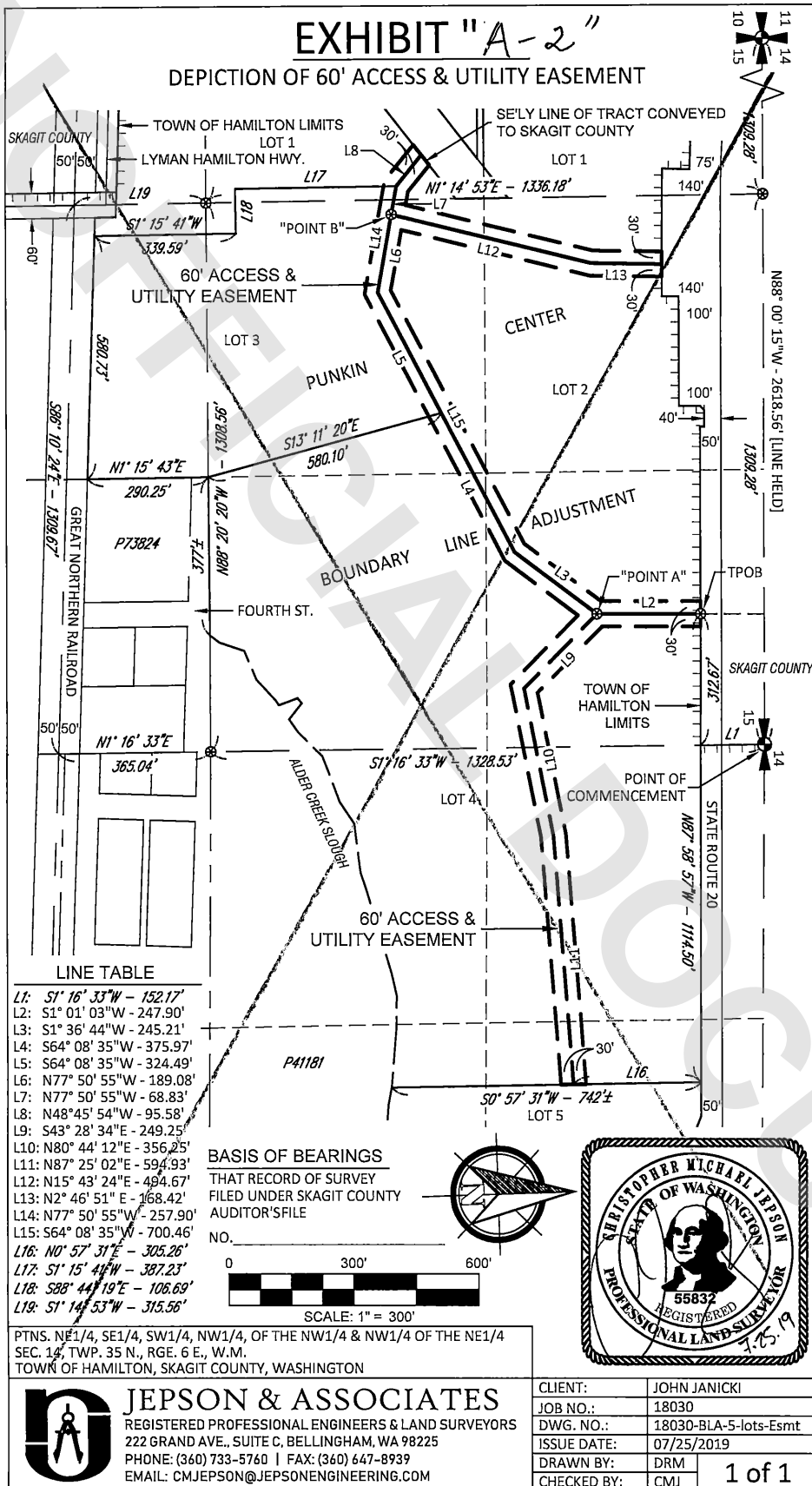
SITUATE WITHIN THE TOWN LIMITS OF HAMILTON, SKAGIT COUNTY, WASHINGTON.



\*which Statutory Warranty Deed was re-recorded under Auditor's File No. 201911200134, records of Skagit County, Washington.

\*\*which Boundary Line Adjustment was <sup>amended</sup> re-recorded under Auditor's File No. 201911200135, records of Skagit County, Washington.

PREPARED BY JEPSON & ASSOCIATES  
REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225  
PHONE: (360) 733-5760 | FAX: (360) 647-8939  
EMAIL: CMJEPSON@JEPSONENGINEERING.COM  
JOB NO. 18030 | JULY 25, 2019



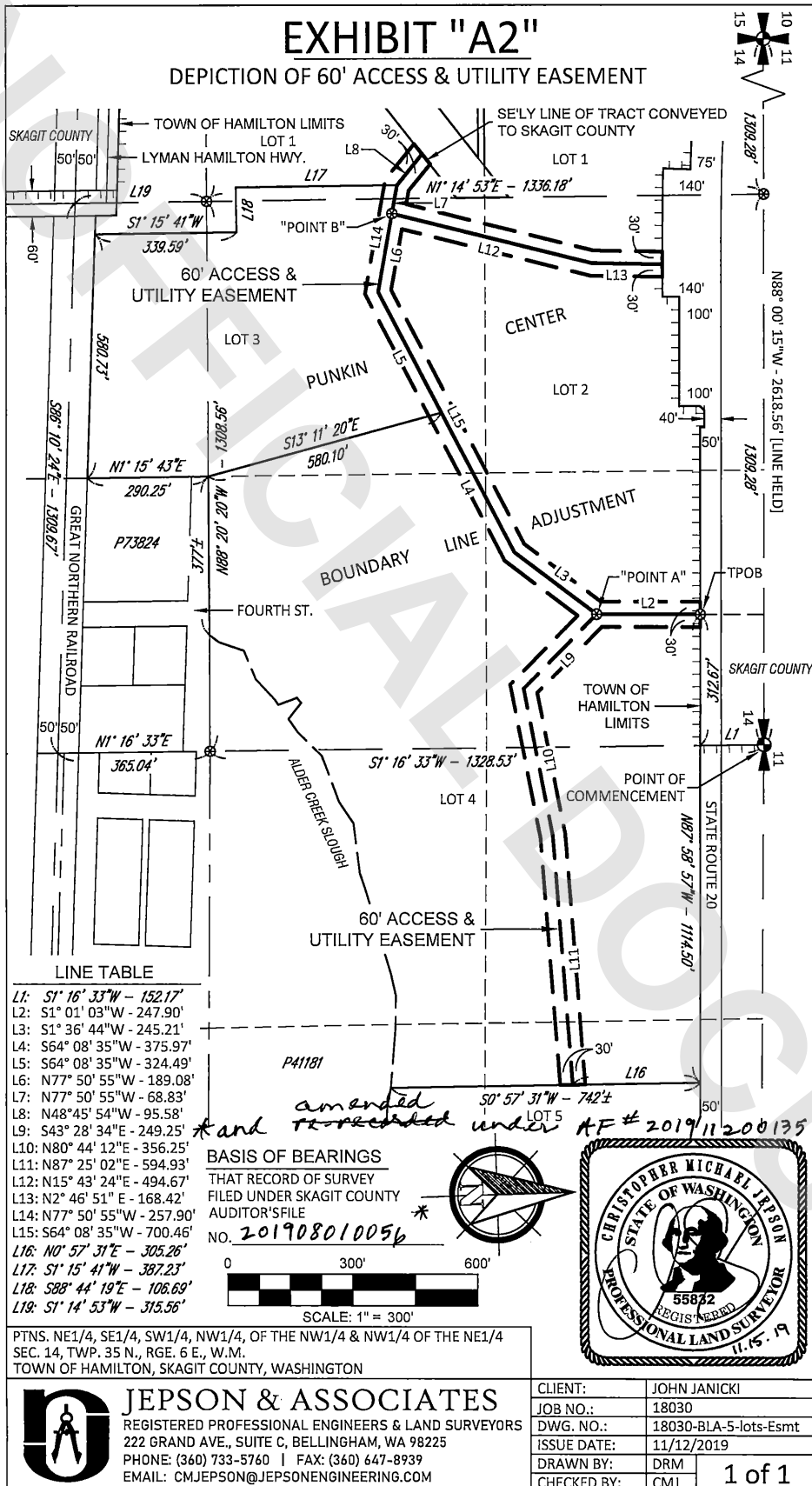


Exhibit B  
Legal Description of Burdened Parcels

Lots 1, 2, 3 and 4 of Punkin Center Boundary Line Adjustment recorded on the 1<sup>st</sup> day of August, 2019 under Skagit County Auditor's File Number 201908010055\*, and as shown on that certain Record of Survey for Punkin Center Boundary Line Adjustment recorded on the 1<sup>st</sup> day of August, 2019 under Skagit County Auditor's File Number 201908010056\*\*.

Situate in the Town of Hamilton, Skagit County, State of Washington.

\* and re-recorded on the 20<sup>th</sup> day of November, 2019 under Skagit County Auditor's File No. 201911200134.

\*\*and ~~re-recorded~~ <sup>amended</sup> on the 20<sup>th</sup> day of November, 2019 under Skagit County Auditor's File No. 201911200135.



Exhibit C  
Legal Description of Benefitted Parcels

Lots 1, 2, 3, 4 and 5, of Punkin Center Boundary Line Adjustment recorded on the 1<sup>st</sup> day of August, 2019 under Skagit County Auditor's File Number 201908010055<sup>\*</sup>, and as shown on that certain Record of Survey for Punkin Center Boundary Line Adjustment recorded on the 1<sup>st</sup> day of August, 2019 under Skagit County Auditor's File Number 201908010056<sup>\*\*</sup>.

Situate in the Town of Hamilton, Skagit County, State of Washington.

- \* and re-recorded on the 20<sup>th</sup> day of November, 2019 under Skagit County Auditor's File Number 201911200134.
- \*\* <sup>amended</sup> and re-recorded on the 20<sup>th</sup> day of November, 2019 under Skagit County Auditor's File Number 201911200135.