

201912180132

12/18/2019 02:17 PM Pages: 1 of 7 Fees: \$109.50
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
DEC 18 2019

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

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: Lot 1, Punkin Center BLA AFN 201908010056, being Ptn NW, NW, S14, T35N, R6E, W.M.

Assessor's Property Tax Parcel: P41204, 350614-2-004-0009

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

See attached Exhibit "A."

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.

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 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.

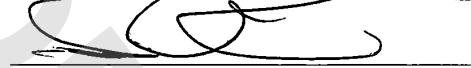
8. Successors and Assigns. This agreement is made by and between the Grantor and Grantee and constitutes the entire agreement between the parties. The rights and obligations of the Grantor and Grantee shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. The 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.

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Granted this ____ day of _____, 2019.

Signature of Authorized Representative of Grantor Punkin Center, LLC:



Robert W. Janicki

Title of Authorized Representative: Managing Member

Accepted and approved for Town of Hamilton:

 Date: 12/18/19

Joan Cromley, Mayor

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Robert W. Janicki is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Managing Member of Punkin Center, LLC, to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of December, 2019.



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

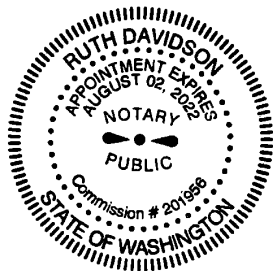
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

On this 18th day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joan Cromley, 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 she is authorized to execute the said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 18th day of December, 2019.



Ruth Davidson
 Printed Name RUTH DAVIDSON
 NOTARY PUBLIC in and for the State of Washington
 My Commission Expires 8/2/22

EXHIBIT "A"**WATERLINE EASEMENT LEGAL DESCRIPTION**

A TEN FOOT WIDE WATERLINE EASEMENT, OVER, UNDER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M., ALSO BEING WITHIN LOT 1, PUNKIN CENTER BOUNDARY LINE ADJUSTMENT, AS SHOWN ON THAT RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201908010056, RECORDS OF SKAGIT COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PORTION A:

COMMENCING AT THE BRASS DISK MARKING THE NORTH QUARTER CORNER OF SECTION 14;
THENCE NORTH 88°00'15" WEST, ALONG THE NORTH LINE THEREOF, **2618.56 FEET**, TO THE BRASS DISK MARKING THE NORTHWEST CORNER OF SECTION 14;
THENCE SOUTH 01°13'14" WEST, ALONG THE WEST LINE OF SECTION 14, **637.64 FEET**;
THENCE SOUTH 88°46'46" EAST, **823.13 FEET**, TO A POINT ON THE NORTHERLY MARGIN OF THAT UTILITY EASEMENT FILED UNDER AUDITOR'S FILE NO. 20808290040, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING** OF SAID EASEMENT CENTERLINE;

THENCE NORTH 01°15'01" EAST, **15.40 FEET**;
THENCE NORTH 43°44'59" WEST, **17.40 FEET**, TO A POINT HEREINAFTER REFERRED TO AS **POINT "A"**;
THENCE CONTINUING NORTH 43°44'59" WEST, **6.67 FEET**;
THENCE NORTH 01°15'01" EAST, **403.29 FEET**;
THENCE NORTH 46°15'01" EAST, **25.11 FEET**;
THENCE SOUTH 83°32'37" EAST, **48.67 FEET**, TO A POINT HEREINAFTER REFERRED TO AS **POINT "B"**;
THENCE CONTINUING SOUTH 83°32'37" EAST, **323.03 FEET**;
THENCE SOUTH 37°50'45" EAST, **38.79 FEET**;
THENCE SOUTH 04°01'30" WEST, **142.89 FEET**, TO A POINT HEREINAFTER REFERRED TO AS **POINT "C"**;
THENCE CONTINUING SOUTH 04°01'30" WEST, **9.12 FEET**;
THENCE SOUTH 21°14'05" WEST, **100.86 FEET**;
THENCE SOUTH 01°13'51" WEST, **52.59 FEET**;
THENCE SOUTH 46°13'51" WEST, **59.14 FEET**, TO A POINT HEREINAFTER REFERRED TO AS **POINT "D"**;
THENCE CONTINUING SOUTH 46°13'51" WEST, **62.04 FEET**;
THENCE SOUTH 37°15'01" WEST, **97.29 FEET**, TO A POINT ON THE AFOREMENTIONED NORTHERLY MARGIN OF THAT UTILITY EASEMENT FILED UNDER AUDITOR'S FILE NO. 20808290040, AND THE **POINT OF ENDING**.

PORTION B:

BEGINNING AT THE AFOREMENTIONED **POINT "A"**;
THENCE NORTH N46°15'01" EAST, **22.63 FEET**, TO THE **POINT OF ENDING**.

PORTION C:

BEGINNING AT THE AFOREMENTIONED **POINT "B"**;
THENCE NORTH 06°27'23" EAST, **29.56 FEET**, TO THE **POINT OF ENDING**.

PORTION D:

BEGINNING AT THE AFOREMENTIONED **POINT "C"**;
THENCE SOUTH 85°58'30" EAST, **23.31 FEET**, TO THE **POINT OF ENDING**.

PORTION E:

BEGINNING AT THE AFOREMENTIONED **POINT "D"**;
THENCE SOUTH 43°46'09" EAST, **18.05 FEET**, TO THE **POINT OF ENDING**.

PREPARED BY JEPSON & ASSOCIATES
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225
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 JOB NO. 18030.01 | NOVEMBER 26, 2019



