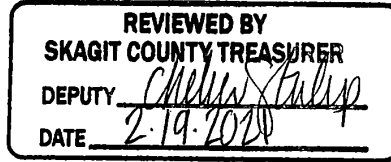


202103090004

03/09/2021 08:30 AM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Sedro Woolley, LLC  
222 Grand Avenue, Suite C  
Bellingham, WA 98225



### EASEMENT FOR INGRESS AND EGRESS

Grantor (s): SEDRO WOOLLEY, LLC, a Washington limited liability company  
Grantee (s): SEDRO WOOLLEY, LLC, a Washington limited liability company  
Abbreviated Legal: Parcels D, G & E, Amended Gateway Binding Site Plan;  
Ptn SW, SE, S23, T35N, R4E, W.M.  
Additional Legal on page(s):  
Assessor's Tax Parcel Nos.: P120419, 8044-000-004-0000; P120420, 8044-000-005-0000;  
P120422, 8044-000-007-0000

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of January, 2021, by SEDRO WOOLLEY, LLC, a Washington limited liability company, (hereinafter "Grantor"), and SEDRO WOOLLEY, LLC, a Washington limited liability company, (hereinafter "Grantee").

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington:

Parcel D, G, and E of the Amended Gateway Binding Site Plan,  
approved on the 22<sup>nd</sup> day of January, 2021,  
and recorded on the 9 day of March, 2021  
under Skagit County Auditor's File No. 202103090001, and  
being a portion of the Southwest  $\frac{1}{4}$ , of the Southeast  $\frac{1}{4}$ , of Section 23, Township  
35 North, Range 4 East, W.M.,

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington:

Parcels D, G and E of the Amended Gateway Binding Site Plan,  
approved on the 22<sup>nd</sup> day of January, 2021,

and recorded on the 9 day of March, 2021  
under Skagit County Auditor's File No. 202103090001, and  
being a portion of the Southwest ¼, of the Southeast ¼, of Section 23, Township  
35 North, Range 4 East, W.M.,

Situate in the County of Skagit, State of Washington.

#### GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED GRANTOR, SEDRO WOOLLEY, LLC, a Washington limited liability company, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to GRANTEE, SEDRO WOOLLEY, LLC, a Washington limited liability company, including any after acquired title, the following described easements:

#### DESCRIPTION OF EASEMENTS AND EASEMENT AREAS

Grantee shall have the right to allow residents, employees, customers, invitees, guests, licensees, contractors, agents and other persons who reasonably require access to Grantee's property to utilize the Easements identified below.

1. Perpetual, non-exclusive easements for the benefit of Parcels D, G and E, and limited to the purpose of ingress and egress, over and across all roadways now existing or hereafter constructed, and which roadways are open for vehicular traffic, and which roadways are located on all, or any portion of, Parcels D, G and E.

#### LIMITATIONS ON USE OF EASEMENTS

Grantor shall have the right to impose reasonable restrictions on the use of these Easements, loading/unloading restrictions, prohibitions on littering, prohibitions on leaking or discharge of hazardous materials, speed limits, or other, similar restrictions.

#### GENERAL PROVISIONS:

Grantee hereby agrees to indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of these Easements by Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement(s) arises out of or is in any way related to Grantee.

In the event that the Grantee and/or Grantee's residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement(s) arises out of or is in any way related to Grantee cause identifiable damage to the Grantor's personal or real property, the area of the Easements, and/or any improvements thereon, then the Grantee shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the area of the Easement and all improvements thereon to as good or better condition as existed prior to the

damage.

Grantor shall have no obligation to maintain the area of the Easement or any improvements thereon.

Grantee hereby irrevocably waives any and all prescriptive rights, claims for adverse possession and any and all other claims now existing or hereafter arising which in any way relate to or would affect any portion of Grantor's property.

The benefits, burdens, and covenants of the Easements 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.

These Easements 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.

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

The Grantor and Grantee, by accepting and recording these Easements, do not intend for their interests in the benefited property and/or the Burdened Parcel to merge with these Easements, and the interests in these Easements shall hereafter remain separate and distinct. These Easements shall not terminate by any merger of ownership unless the Grantor and Grantee agree otherwise and record evidence of such agreement with the Skagit County Auditor.

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.

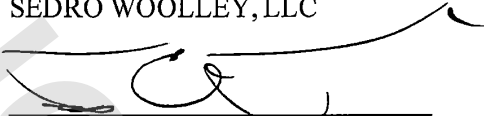
The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

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

GRANTOR

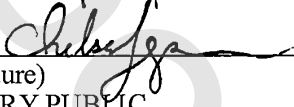
Easement for Ingress and Egress  
Page - 3 -

SEDRO WOOLLEY, LLC

  
 By: ROBERT JANICKI, Its: Member and Manager
GRANTEE  
SEDRO WOOLLEY, LLC
  
 By: ROBERT JANICKI, Its: Member and Manager

 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/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER and MEMBER of SEDRO WOOLLEY, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/28/2021(Signature) 

NOTARY PUBLIC

Print Name of Notary CHELSEA JERSONMy appointment expires: 3/28/2023