

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 09/13/2022

EASEMENT FOR INGRESS, EGRESS AND UTILITIES

Grantor: JF HAMILTON, LLC, a Washington limited liability company

Grantees: PUNKIN CENTER, LLC, a Washington limited liability company
JA HAMILTON, LLC, a Washington limited liability company
PUNKIN CENTER WEST, LLC, a Washington limited liability company

Abbreviated Legal: Lots 1, 2, 3, 4 and 5 of Amended BLA recorded under
AFN 201911200135

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

Assessor's Tax Parcel Nos.:
Parcel A: 350614-0-006-0001, P41175; 350614-0-009-0008, P41178;
350614-1-008-0007, P41193; 350614-2-004-0009, P41204;
350614-2-001-0002, P41201

THIS AGREEMENT is made and entered into this 12th day of September, 2022, by JF HAMILTON, LLC, a Washington limited liability company (as "Grantor"), and PUNKIN CENTER, LLC, a Washington limited liability company, JA HAMILTON, LLC, a Washington limited liability company, and PUNKIN CENTER WEST, LLC, a Washington limited liability company (as "Grantees").

I. DESCRIPTION OF PROPERTY

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

See attached Exhibit "A".

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, GRANTEES are the owners of the following described real property located in Skagit County, Washington (the "Benefited Parcels"):

See attached Exhibit "B".

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, JF HAMILTON, LLC, a Washington limited liability company, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantor and Grantees, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to PUNKIN CENTER, LLC, a Washington limited liability company; JA HAMILTON, LLC, a Washington limited liability company, and PUNKIN CENTER WEST, 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.

2. Easement Area

A sixty (60) foot strip commencing on the west boundary line of the Burdened Parcel and continuing through the Burdened Parcel to Pettit Street, such street being the easterly boundary line of the Burdened Parcel.

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

The exact location of the Easement Area shall be determined by the mutual agreement of the Grantor and the Grantees. In the event that Grantor and Grantees are unable to agree on the location of the Easement Area, then they shall submit the matter to binding arbitration pursuant to the Mandatory Arbitration Rules then in effect for the Skagit County Superior Court.

In the event that Grantees cause identifiable damage to any improvements on the Burdened Property and/or in the Easement Area, then the Grantees, at Grantees' 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 Grantees.

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 Grantees' property, the Grantor and the Grantees, 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.

Signatures and acknowledgements follow:

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:

JF HAMILTON, LLC, a Washington limited liability company

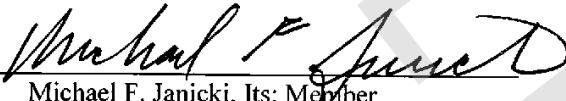
By: 
Michael F. Janicki, Its: Member

GRANTEES:

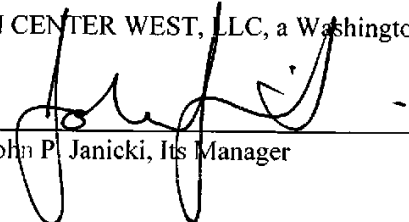
PUNKIN CENTER, LLC, a Washington limited liability company

By: 
Michael F. Janicki, Its: Member

JA HAMILTON, LLC, a Washington limited liability company

By: 
Michael F. Janicki, Its: Member

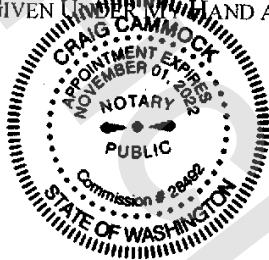
PUNKIN CENTER WEST, LLC, a Washington limited liability company

By: 
John P. Janicki, Its Manager

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MICHAEL F. 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 a Member of JF HAMILTON, 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of September, 2022.

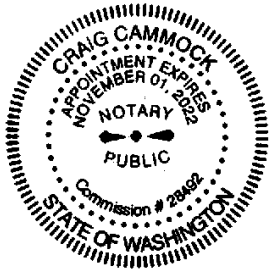


Printed Name CRAIG CAMMOCK
 NOTARY PUBLIC in and for the State of Washington
 My Commission Expires 11-1-2025

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MICHAEL F. 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 a Member of PUNKIN CENTER, 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of September, 2022.



Printed Name CRAIG CAMMOCK
 NOTARY PUBLIC in and for the State of Washington
 My Commission Expires 11-1-2025

Exhibit A
Legal Description of Burdened Parcel

Lot 5 of Punkin Center Boundary Line Adjustment recorded on the 1st day of August, 2019, under Skagit County Auditor's File Number 201908010055, and re-recorded on the 20th day of November, 2019, under Skagit County Auditor's File No. 201911200134, and as shown on that certain Record of Survey for Punkin Center Boundary Line Adjustment recorded on the 1st day of August, 2019, under Skagit County Auditor's File Number 201908010056, and amended on the 20th day of November, 2019, under Skagit County Auditor's File No. 201911200135.

Exhibit B
Legal Description of Benefitted Parcels

Lots 1, 2, 3, and 4 of Punkin Center Boundary Line Adjustment recorded on the 1st day of August, 2019, under Skagit County Auditor's File Number 201908010055, and re-recorded on the 20th day of November, 2019, under Skagit County Auditor's File No. 201911200134, and as shown on that certain Record of Survey for Punkin Center Boundary Line Adjustment recorded on the 1st day of August, 2019, under Skagit County Auditor's File Number 201908010056, and amended on the 20th day of November, 2019, under Skagit County Auditor's File No. 201911200135.