

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 06/12/2023

### UTILITY EASEMENT

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

Grantee: JA HAMILTON, LLC, a Washington limited liability company

Abbreviated Legal: Lots 2 and 4 of Amended BLA recorded under  
AFN 201911200135

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

Assessor's Tax Parcel Nos.: 350614-0-009-0008, P41178  
350614-2-001-0002, P41201

THIS AGREEMENT is made and entered into this 7th day of June, 2023, by  
PUNKIN CENTER WEST, LLC, a Washington limited liability company (as "Grantor"), and JA  
HAMILTON, 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 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, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcel"):

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, PUNKIN CENTER WEST, 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 JA HAMILTON, LLC, a Washington limited liability company, the following described easement for 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 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**

Ten feet on either side of the existing water and power lines as they existed on June 1, 2023, which generally run from the Southeast boundary of Grantor's property adjacent to Alder Creek to the Southeast boundary of Grantee's property.

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.

Grantor shall have the right, from time to time, to relocate the Easement Area to a new location on Grantor's property, which new location must provide substantially the same benefit to Grantee as the old location. Grantor shall provide thirty (30) days advance notice to Grantee of such relocation. In the event of such relocation, Grantor shall, at Grantor's sole expense, relocate to the new Easement Area, all of Grantee's roadways, utilities and other improvements which are located in the former Easement Area. Following such relocation, Grantor shall prepare, Grantee and Grantor shall execute, and Grantor shall record an amendment to this Easement to identify the new location of this Easement.

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:

PUNKIN CENTER WEST, LLC, a Washington limited liability company

By: \_\_\_\_\_

John P. Janicki, Its: Manager

GRANTEE:

JA HAMILTON, LLC, a Washington limited liability company

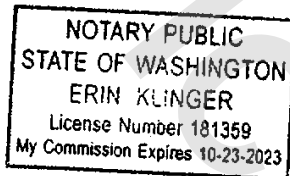
By: \_\_\_\_\_

Michael F. Janicki, Its: Member

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOHN P. 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 of PUNKIN CENTER WEST, 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 7<sup>th</sup> day of June, 2023.

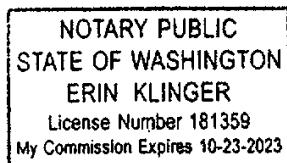


Erin Klinger  
 Printed Name Erin Klinger  
 NOTARY PUBLIC in and for the State of Washington  
 My Commission Expires 10-23-2023

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 JA 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 7<sup>th</sup> day of June, 2023.



Erin Klinger  
 Printed Name Erin Klinger  
 NOTARY PUBLIC in and for the State of Washington  
 My Commission Expires 10-23-2023

Exhibit A  
Legal Description of Burdened Parcel

Lot 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 re-recorded on the 20<sup>th</sup> 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 1<sup>st</sup> day of August, 2019, under Skagit County Auditor's File Number 201908010056, and amended on the 20<sup>th</sup> day of November, 2019, under Skagit County Auditor's File No. 201911200135.

Exhibit B  
Legal Description of Benefitted Parcels

Lot 2 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 re-recorded on the 20<sup>th</sup> 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 1<sup>st</sup> day of August, 2019, under Skagit County Auditor's File Number 201908010056, and amended on the 20<sup>th</sup> day of November, 2019, under Skagit County Auditor's File No. 201911200135.