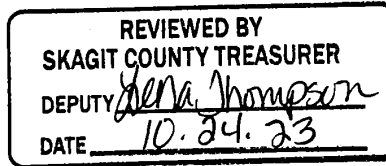




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10/24/2023 01:05 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
BELCHER SWANSON LAW FIRM, PLLC
KRISTEN A. CAVANAUGH
900 DUPONT STREET
BELLINGHAM, WA 98225



Document: Access and Utilities Easement
Grantor: Sedro Woolley LLC, a Washington limited liability company
Grantee: Gateway Village, LLC, a Washington limited liability company
Legal Description: Ptn SE ¼, S23, T35N, R4E
Parcel#: 8044-000-999-0100 P120424; 350423-3-013-0007 P37331;
350423-0-053-0004 P37206
Reference: AF# 200305190183

ACCESS AND UTILITIES EASEMENT

THIS ACCESS AND UTILITIES EASEMENT (the “**Easement**”), is made this 20th day of October 2023, by and between Sedro Woolley LLC, a Washington limited liability company (“**SW**”), as Grantor, and Gateway Village, LLC, a Washington limited liability company (“**Gateway**”), as Grantee, collectively referred to as the “**Parties**.”

RECITALS:

- A. SW is the owner of certain real property situated in Skagit County, Washington legally described in the attached Exhibit “A” (“**Burdened Property**”).
- B. Gateway is owner of certain real properties situated in Skagit County, Washington legally described in the attached Exhibit “B” (“**Benefitted Properties**”).
- C. The Burdened Property lies along the west side adjacent to the Benefitted Properties and prevents the Benefitted Properties from accessing Hodgins Street. Gateway is in the process of developing the Benefitted Properties and requires access to Hodgins Street.
- D. The purpose of this Easement is to provide access over the Burdened Property for the benefit of the Benefitted Properties.

NOW, THEREFORE, in consideration of the rights and obligations herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SW grants, declares and reserves as follows:

1. Grant of Easement. SW hereby grants, declares, reserves, and conveys a perpetual, non-exclusive easement over and across the Burdened Property for the purpose of vehicular and pedestrian ingress and egress. This easement shall be for the benefit of the Benefitted Properties.

2. Maintenance and Repair. The Benefitted Properties shall at all times be responsible for maintenance and repair for all work within the Burdened Property and any costs associated therewith. This maintenance and repair provision is limited to the area used by the Benefitted Properties. The Parties shall at all times keep the Burdened Property in good order and condition and shall not allow any garbage or refuse to be placed within the Burdened Property.

3. Termination. This Easement agreement shall terminate under any of the following circumstances: a) dedication of the Burdened Property to the City of Sedro Woolley; or b) upon written agreement of the Parties.

4. Binding Effect. In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

5. No Waiver. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

6. Severability. Invalidity of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

-----Signature Page Follows-----

SEDRO WOOLLEY LLC

By 
 ROBERT W. JANICKI, Manager

STATE OF WASHINGTON)
)ss.
 COUNTY OF WHATCOM)

On this 20th day of October, 2023, before me personally appeared ROBERT W. JANICKI, to me known to be the Manager of the company that executed the within and foregoing instrument to be the free and voluntary act and deed of said companies for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





 Notary Public in and for the State of Washington,
 residing at Bellingham.
 My Commission Expires: 03.25.2026.

EXHIBIT "A"

Legal Description - Burdened Property

TRACT R, GATEWAY BINDING SITE PLAN, AS APPROVED APRIL 7, 2003, AND RECORDED MAY 19, 2003, UNDER AUDITOR'S FILE NO. 200305190183, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT "B"**Legal Description – Benefitted Properties****P37331**

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT HIGHWAY AND RAILWAY RIGHTS OF WAY, AND EXCEPT THE FOLLOWING DESCRIBED TRACTS:

1. BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 325 FEET NORTH OF THE NORTH LINE OF THE STATE HIGHWAY RIGHT OF WAY; THENCE WEST 15 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE WEST TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 528 FEET; THENCE EAST TO A POINT 15 FEET WEST OF THE EAST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 528 FEET TO THE POINT OF BEGINNING.
2. THE SOUTH 6 ACRES OF THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., LYING NORTH OF THE STATE HIGHWAY.
3. THE WEST 25 FEET THEREOF APPROPRIATED BY SKAGIT COUNTY IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 33515 FOR DRAINAGE DITCH.

P37206

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 325 FEET NORTH OF THE NORTH LINE OF THE STATE HIGHWAY RIGHT OF WAY;
THENCE WEST 15 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE WEST TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION, 528 FEET; THENCE EAST TO A POINT 15 FEET WEST OF THE EAST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 528 FEET TO THE POINT OF BEGINNING.

EXCEPT THE WEST 25 FEET THEREOF APPROPRIATED BY SKAGIT COUNTY IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 33515 FOR DRAINAGE DITCH.