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09/18/2024 03:21 PM Pages: 1 of 17 Fees: \$319.50  
Skagit County Auditor

Recording Requested by, and  
When Recorded Mail To:

Punkin Center West, LLC  
719 Metcalf Street  
Sedro Woolley, WA 98284

REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY Karen Adman

DATE 9/18/2024

SKAGIT COUNTY  
Amendment # A20240192  
Page 1 of 17

**DOCUMENT TITLE: SECOND AMENDED AND RESTATED ACCESS & UTILITY EASEMENT**

**REFERENCED DOCS:** 202007290077 (Original Easement);  
202303020040 (Amended and Restated Easement)

**GRANTOR(S):** Skagit County, a political subdivision of the State of Washington.

**GRANTEE(S):** Punkin Center West, LLC, a Washington limited liability company; and  
Punkin Center, LLC, a Washington limited liability company; and  
JA Hamilton, LLC, a Washington limited liability company; and  
JF Hamilton, LLC, a Washington limited liability company;

**ASSESSOR'S TAX / PARCEL NUMBER(S):**

P134893 (XrefID: 350614-0-008-1000);

P41201 (XrefID: 350614-2-001-0002);

P41178 (XrefID: 350614-0-009-0008);

P41204 (XrefID: 350614-2-004-0009);

P41175 (XrefID: 350614-0-006-0001);

P41193 (XrefID: 350614-1-008-0007).

**ABBREVIATED LEGAL DESCRIPTION:** PTN NW, and PTN NE, S14, T35N, R6 E, W.M.,

#### **ACCESS & UTILITY EASEMENT**

This Second Amended and Restated Access & Utility Easement (herein "Easement") amends, restates, supersedes and replaces that certain Access & Utility Easement recorded July 29, 2020 under Skagit County Auditor's File Number 202007290077 and that certain Amended and Restated Access & Utility Easement recorded March 2, 2023 under Skagit County Auditor's File Number 202303020040.

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Punkin Center West, LLC**, a Washington limited liability company, and **Punkin Center, LLC**, a Washington limited liability company, and **JA Hamilton, LLC**, a Washington limited liability company, and **JF Hamilton, LLC**, a Washington limited liability company (collectively "Grantees"), a permanent, perpetual, non-exclusive access and utility easement ("Easement"), as provided herein. Grantor and Grantees may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties." The terms of this Easement are further provided as follows:

**1. Nature and Location of Easement.** The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, access and utility easement for the benefit of Grantee, over, upon, across, along, in, and under a portion of real property located within and upon Grantor's Property, such Easement area as legally described on Exhibit "A" and as further described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference, for the purpose of providing access and utility routes to Grantees' adjacent properties commonly identified as Assessor's Parcel Numbers: P41204 (XrefID: 350614-2-004-0009), P41201 (XrefID: 350614-2-001-0002); P41175 (XrefID: 350614-0-006-0001); P41178 (XrefID: 350614-0-009-0008); P41193 (XrefID: 350614-1-008-0007), (collectively "Grantees' Property") at two locations as described in the attached Exhibits "A" and "B", in the vicinity of private driveway(s) and private bridge(s) owned by Grantees. A legal description for Grantees' Property is attached hereto as Exhibit "C", and is incorporated herein by this reference. The Grantees recognize and agree that any access roads and/or bridges located within the Easement area ("Grantees' facilities") are not and shall not become County road(s) and/or bridges by virtue of this Easement. Grantee's facilities shall not unreasonably interfere with and/or impair Grantor's use and enjoyment of Grantor's Property, and shall not cause drainage impacts, damage, or otherwise impair any County road(s) located in the vicinity of Grantor's Property. Grantor's Property is commonly identified as Assessor's Parcel Number: P134893 (XrefID: 350614-0-008-1000), and a legal description for the Grantor's Property is attached hereto as Exhibit "D", and is hereby incorporated by reference. Except as specifically provided herein to the contrary, the Parties recognize and agree that the terms of this Easement shall not interfere with, waive, alter, modify, amend, and/or impair the property, property rights, and other rights and interests conveyed to Grantor pursuant to the Statutory Warranty Deed recorded under Auditor's File No.: 624432. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantees and Grantor, and each Party's respective successors.

**2. Use of Easement.** The Grantees shall have the reasonable right to enter upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A" and "B"*) for purposes of using the Easement for providing access and utility routes to Grantees' Property via Grantees' facilities, subject to the terms of this Easement agreement. Grantees shall not have the right to exclude Grantor from the Easement area or from the Grantor's Property (without the revocable written permission of Grantor). Grantees shall not unreasonably interfere with the Grantor's use of the Grantor's Property (including, but not limited to, Grantor's reasonable use of the property located within the Easement area). Grantees accept use of the Easement area on Grantor's Property "as is", without any representations or warranties from Grantor whatsoever (express or implied). The Grantees shall be responsible for the payment of any utility expenses (such as electrical charges, etc.) and/or other similar expenses for the Grantees' facilities within the Easement area. The Grantees specifically recognize and agree that Grantor is not obligated to make, construct, operate, maintain, or repair any particular improvements or facilities at (or within the vicinity of) Grantor's Property or the Easement area pursuant to the terms of this Easement. The Grantees agree that use of this Easement by Grantees shall be at the sole expense and risk of the Grantees.

**2.1** Grantees agree to be responsible and liable for any damages or impact to Grantor's Property arising from Grantees' use of the Easement, and if Grantees do cause such damage or impact, upon the request of Grantor the Grantees shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantees entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any such work within the Easement area, the Grantees shall coordinate with Grantor to avoid any disturbance, impact, or

damage to facilities owned by Grantor at or within the Easement area (if any). Any such work performed within the Easement area by Grantees shall be promptly performed at the sole cost and expense of Grantees.

**2.2** The Grantees shall be responsible and liable for the maintenance of vegetation that may affect or impair the Grantees' facilities within the Easement area. The Grantees shall coordinate vegetation management activities with the Grantor and shall as necessary manage vegetation in close proximity to Grantees' facilities within the Easement area in compliance with all applicable laws, ordinances, regulations, resolutions, policies and rules. Trimming and removal of vegetation within the Easement area shall be performed by the Grantees using the best industry standards and practices. Nothing in this Easement agreement shall impair the Grantor's ability to perform vegetation management activities within the Easement area, as the Grantor may determine to be useful or necessary to serve and protect the public interest and welfare; provided, that nothing in this Easement agreement shall create or impose any duty or obligation on the part of the Grantor to perform any vegetation management activities within the Easement area. As necessary, Grantees shall be separately liable and responsible for undertaking and performing (and subsequently maintaining) any environmental remediation that may be required (including, but not necessarily limited to, remediation of wetlands and critical areas) arising from and/or related to any work or activities performed within the Easement area by Grantees.

**3. Hold Harmless, Defense, & Indemnification.** The Grantees hereby unconditionally release and forever discharge and hold harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantees' use of the Easement area on Grantor's Property. The Grantees agree to be responsible for and to assume liability for Grantees' own wrongful and/or negligent acts or omissions or those of Grantees' officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement except as expressly provided herein. The terms of this section (including Section 3.1, below) shall survive any termination of this Easement, and shall continue in full force and effect.

**3.1** The Parties recognize and agree that commercial and/or industrial activities are occurring (and/or have occurred and/or may occur) on the Grantees' Property. As such, the Grantees shall, at Grantees' sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Grantees shall not allow or cause any hazardous, toxic or petroleum materials to be released, disposed of, or discharged on any portion of the Grantor's Property. The term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to, petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). The Grantees shall be solely and separately liable for the remediation of any hazardous materials that are spilled, released, or discharged on or about the Grantor's Property that are caused by the actions, activities, or omissions of the Grantees, the Grantees'

employee(s), Grantees' contractor(s), and/or Grantees' agent(s). Grantees shall indemnify, defend and hold the Grantor harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in any way connected with any releases, spills or discharges of hazardous substances or waste at the Grantor's Property that are caused by the actions, activities, or omissions of the Grantees, the Grantees' employee(s), Grantees' contractor(s), and/or Grantees' agent(s). This indemnity includes, but is not limited to: (a) liability to a governmental agency for all costs, including but not limited to, the Grantor's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's lawful costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). The parties agree that the Grantor shall not be responsible or liable for the use, operation, or maintenance of Grantees' facilities located within the Easement area in any way.

**4. Governing Law; Venue.** This Easement shall be construed under the laws of the State of Washington. It is agreed by the Parties that the venue for any legal action brought under or relating to this Easement shall be in Skagit County, State of Washington.

**5. Compliance with Laws and Permits.** Grantees shall, at Grantees' own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in using the Easement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

**6. No Third Party Beneficiaries.** This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, the Town of Hamilton, third party property owner(s) and/or tenant(s) at or in the vicinity of the Easement area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party.

**7. No Assignment.** This Easement may not be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantees, except to actual successors in interest to the Grantees' Property, without the express and duly authorized prior written approval of the County. Grantor may assign or transfer this Easement and/or the Grantor's Property without the consent of Grantees. Notwithstanding anything to the contrary, Grantees shall have the right under this Easement to permit Puget Sound Energy, and other utility companies, to use such portions of this Easement as are necessary to construct, maintain, operate and replace, overhead and/or underground utility lines for Puget Sound Energy, and other utility companies, through the Easement area.

**8. Other Terms** (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the Parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement which can be given effect without the invalid term, condition, or application. To this extent and

end the terms and conditions of this Easement are declared severable. Each of the terms and provisions of this Easement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. Grantor (Skagit County) does not represent Grantees. The Parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms. The Parties have entered into this Easement without duress or undue influence. The captions in this Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Easement agreement. This Easement contains all the terms and conditions mutually agreed upon by the Parties. This Easement supersedes any prior oral statements, discussions, and/or understandings between the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the Parties hereto.

**9. Recording.** Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

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**Signature pages follow:**

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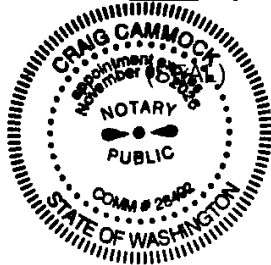
**GRANTEES:****JA Hamilton, LLC**, a Washington limited liability company.DATED this 29 day of August, 2024By: [Signature]Print name: John JanickiIts: Manager

STATE OF WASHINGTON }

ss.

COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that John 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 duly authorized execute the instrument and acknowledged it as the Manager of **JA Hamilton, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 29 day of August, 2024.

Notary Public

Print name: CRAIG CAMMOCKResiding at: Mount Vernon WAMy appointment expires: 11-16-2026

JF Hamilton, LLC, a Washington limited liability company.

DATED this 29 day of August, 2024

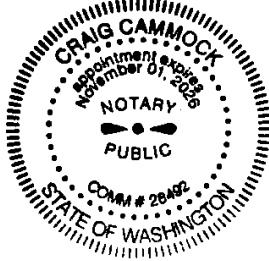
By: [Signature]  
 Print name: John Janicki  
 Its: Manager

STATE OF WASHINGTON }  
 COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that John 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 duly authorized execute the instrument and acknowledged it as the Manager of JF Hamilton, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 29 day of August, 2024.

(SEAL)



Notary Public  
 Print name: CRAIG CAMMOCK  
 Residing at: Mount Vernon WA  
 My appointment expires: 11-1-2026

**Punkin Center West, LLC**, a Washington limited liability company.

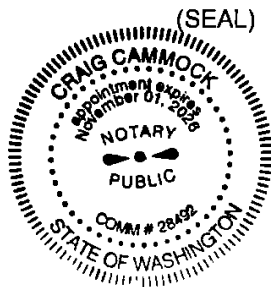
DATED this 29 day of August, 2024

By: [Signature]  
 Print name: John Janicki  
 Its: Manager

STATE OF WASHINGTON }  
 COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that John 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 duly authorized 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 herein mentioned.

DATED this 29 day of August, 2024.



[Signature]  
 Notary Public  
 Print name: CRAIG CAMMOCK  
 Residing at: Mount Vernon WA  
 My appointment expires: 11-1-2026



**Punkin Center, LLC**, a Washington limited liability company.

DATED this 29 day of August, 2024

By: [Signature]

Print name: John Janicki

Its: Manager

STATE OF WASHINGTON

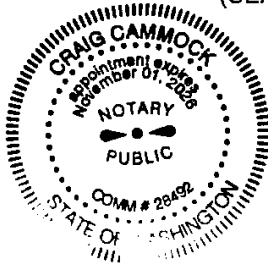
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that John 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 duly authorized execute the instrument and acknowledged it as the Manager of **Punkin Center, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 29 day of August, 2024.

(SEAL)



Notary Public

Print name: CRAIG CAMMOCK

Residing at: Mount Vernon WA

My appointment expires: 11-1-2026

**GRANTOR:**DATED this 16 day of September, 2024.**BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON**  
\_\_\_\_\_  
Peter Browning, Chair**RECUSED**\_\_\_\_\_  
Lisa Janicki, Commissioner  
\_\_\_\_\_  
Ron Wesen, Commissioner**Attest:**  
\_\_\_\_\_  
Clerk of the Board

Authorization per Resolution # R20160001

**Recommended:**  
\_\_\_\_\_  
Department Head\_\_\_\_\_  
County Administrator**Approved as to form:**  
\_\_\_\_\_  
Civil Deputy Prosecuting Attorney

9/6/24

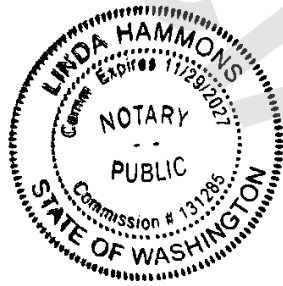
**Approved as to indemnification:**  
\_\_\_\_\_  
Risk Manager**Approved as to budget:**  
\_\_\_\_\_  
Budget & Finance Director

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki, and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 16 day of September, 2024.

(SEAL)



Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My appointment expires: 11-29-2027

**EXHIBIT "A-1"**  
**ACCESS & UTILITY EASEMENT AREA LEGAL DESCRIPTION**

A STRIP OF LAND, FOR THE PURPOSE OF A 60.00 FOOT WIDE NON-EXCLUSIVE ACCESS AND UTILITY 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., BEING 30.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**COMMENCING** AT THE NORTHWEST CORNER OF LOT 3, "PUNKIN CENTER BOUNDARY LINE ADJUSTMENT", AS DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S FILE NO. 201908010055, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND AS SHOWN ON THAT BOUNDARY LINE ADJUSTMENT FILED UNDER AUDITOR'S FILE NO. 201908010056, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
**THENCE NORTH 48°45'54" WEST**, ALONG THE CENTERLINE OF A 60-FOOT ACCESS AND UTILITIES EASEMENT FILED UNDER AUDITOR'S FILE NO. 201908010057, RECORDS OF SKAGIT COUNTY, WASHINGTON, 95.58 FEET, TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT CONVEYED TO SKAGIT COUNTY FOR FLOOD CONTROL BY DEED DATED JULY 7, 1962, RECORDED JULY 30, 1962, AS AUDITOR'S FILE NO. 624432, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND RECORDED IN VOLUME 324 OF DEEDS, PAGE 175, AND THE **TRUE POINT OF BEGINNING**;

**THENCE CONTINUING NORTH 48°45'54" WEST, 102.44 FEET**, TO THE NORTHWESTERLY LINE OF SAID TRACT CONVEYED TO SKAGIT COUNTY FOR FLOOD CONTROL, AND THE **POINT OF ENDING**.

SAID STRIP OF LAND CONTAINS 6,146 SQUARE FEET, MORE OR LESS.

SITUATE WITHIN THE TOWN LIMITS OF HAMILTON, SKAGIT COUNTY, WASHINGTON.



PREPARED BY JEPSON & ASSOCIATES, P.S.  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225  
 PHONE: (360) 733-5760 | FAX: (360) 647-8939  
 EMAIL: CMJEPSON@JEPSONENGINEERING.COM  
 JOB NO. 18030 | JUNE 22, 2020

**EXHIBIT "A-2"**  
**ACCESS & UTILITY EASEMENT AREA LEGAL DESCRIPTION**

A PORTION OF THAT TRACT CONVEYED TO SKAGIT COUNTY FOR FLOOD CONTROL PURPOSES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. **624432**, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 60.00 FOOT WIDE STRIP OF LAND, 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT APPROVED BY THE TOWN OF HAMILTON ON JULY 30, 2019, AND RECORDED **AUGUST 1, 2019** UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER **201908010055** AND RE-RECORDED **NOVEMBER 20, 2019** UNDER SKAGIT COUNTY AUDITOR'S FILE NO. **201911200134**;

THENCE **SOUTH 86° 10' 24" EAST** ALONG THE NORTH MARGIN OF LYMAN HAMILTON HIGHWAY A DISTANCE OF **118.68** FEET TO THE WESTERLY-MOST CORNER OF SAID TRACT CONVEYED TO SKAGIT COUNTY;

THENCE **NORTH 53° 45' 22" EAST** ALONG THE NORTHWEST LINE OF SAID TRACT A DISTANCE OF **868.36** FEET TO THE POINT OF BEGINNING;

THENCE **SOUTH 39° 05' 40" EAST 100.12** FEET TO A POINT ON THE SOUTHEAST LINE OF SAID TRACT AND THE POINT OF ENDING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

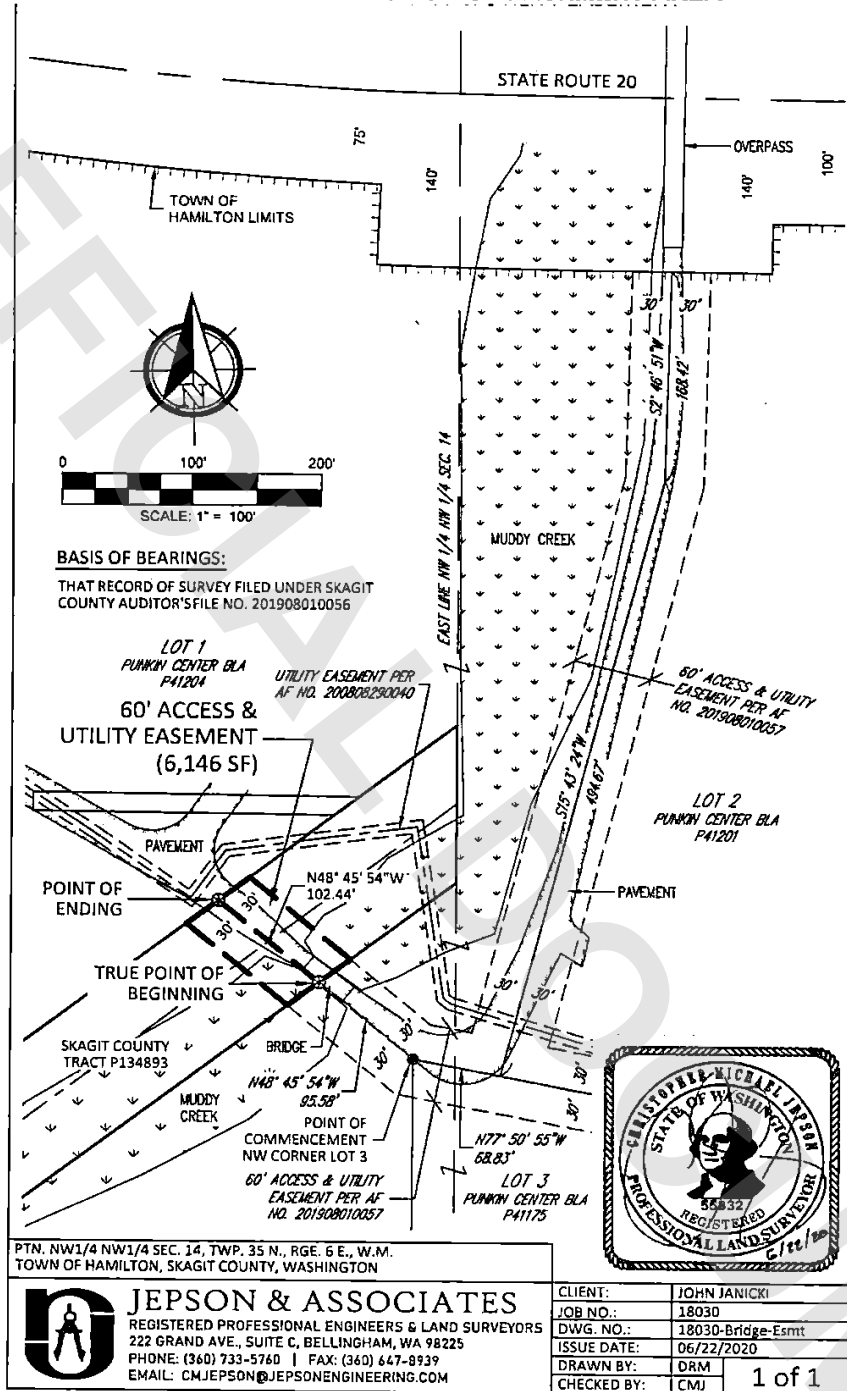
CONTAINS **6,007 SQUARE FEET±**

PREPARED BY JEPSON & ASSOCIATES, P.S.  
 REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 222 GRAND AVE., SUITE C, BELLINGHAM, WA 98225  
 PHONE: (360) 733-5760 | FAX: (360) 647-8939  
 EMAIL: CHRIS@JEPSONSURVEYING.COM  
 JOB NO. 18030.08 | AUGUST 13, 2024

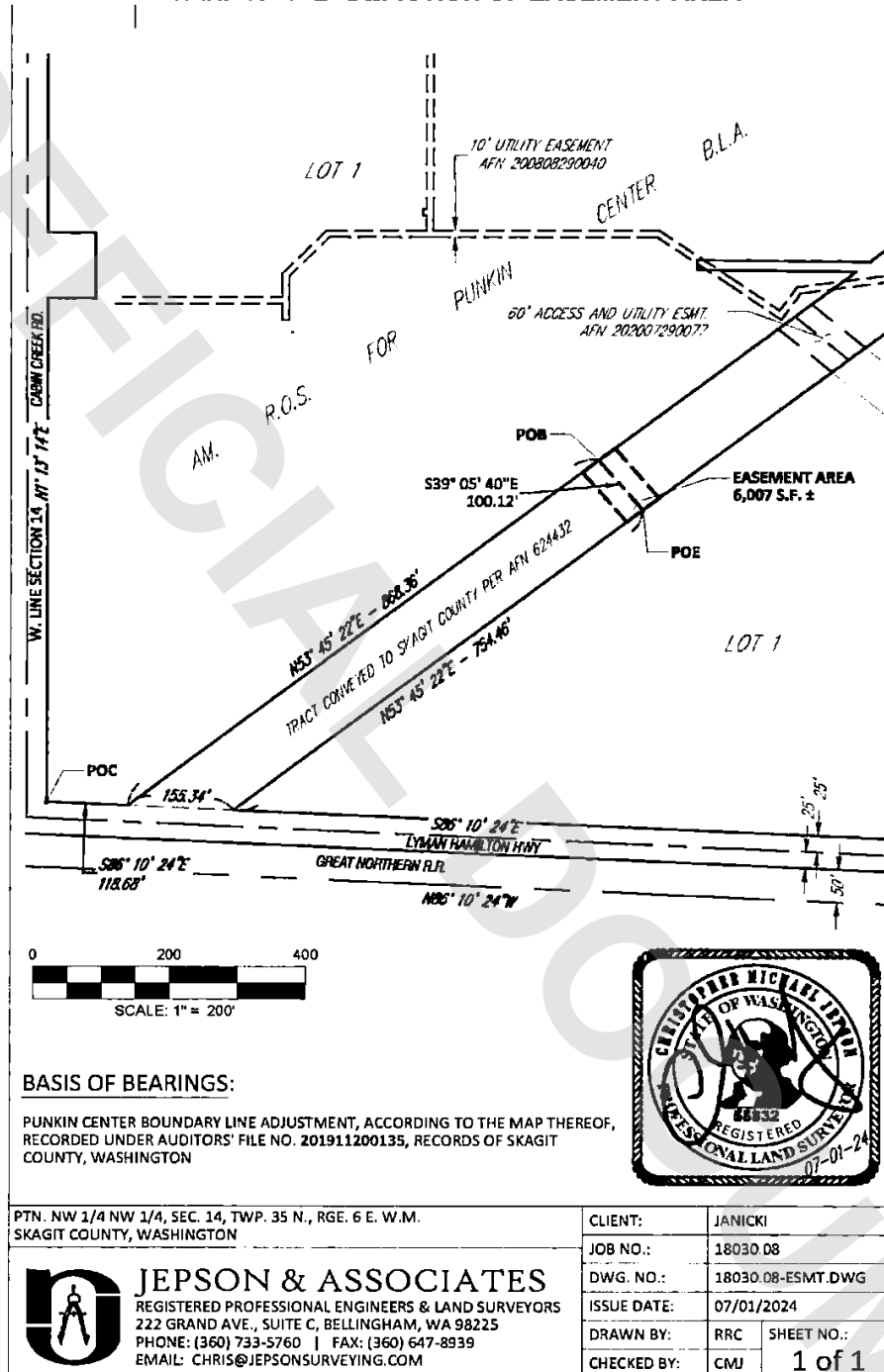


SHEET 1 of 1

## EXHIBIT "B-1" DEPICTION OF EASEMENT AREA



## EXHIBIT "B-2" DEPICTION OF EASEMENT AREA



**EXHIBIT "C"**  
**LEGAL DESCRIPTION OF GRANTEES' PROPERTY**

LOTS 1-5, INCLUSIVE, OF THAT CERTAIN STATUTORY WARRANTY DEED FOR BOUNDARY LINE ADJUSTMENT RECORDED AUGUST 1, 2019, UNDER SKAGIT COUNTY AUDITOR'S RECORDING NUMBER 201908010055 AND AMENDED NOVEMBER 20, 2019, UNDER SKAGIT COUNTY AUDITOR'S RECORDING NUMBER 201911200134.

SITUATE IN THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON.



**EXHIBIT "D"**  
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, BEING 100.0 FEET IN WIDTH, LYING 50.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION 672.67 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH 56°12'20" WEST 1706.36 FEET TO THE WEST END OF THE STATE HIGHWAY BRIDGE.

LESS ROAD RIGHT OF WAY.

AND TOGETHER WITH THE NORTH 15 FEET OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN

SITUATE IN THE TOWN OF HAMILTON, SKAGIT COUNTY, WASHINGTON.