

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Punkin Center West, LLC
P. O. Box 817
Sedro-Woolley WA 98284

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 11/06/2025

EASEMENT FOR SEPTIC

GRANTOR: **PUNKIN CENTER, LLC,**
a Washington limited liability company

GRANTEE: **PUNKIN CENTER WEST, LLC,**
a Washington limited liability company

Abbreviated Legal: Ptn NW ¼, and Ptn NE ¼ S14, T35N, R6E, W.M.

Additional Legal on: Exhibits A, B, and C

Assessor's Tax Parcel Nos.: 350614-2-004-0009 / P41204
350614-0-006-0001 / P41175
350614-0-009-0008 / P41178

THIS AGREEMENT is made and entered into this 6th day of November, 2025,
by **PUNKIN CENTER, LLC**, a Washington limited liability company, (as "Grantor"), and
PUNKIN CENTER WEST, 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.

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcels"):

See attached Exhibit "B".

Situate in the County of Skagit, State of Washington.

II. GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTOR, **PUNKIN CENTER, 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 **PUNKIN CENTER WEST, LLC**, a Washington limited liability company, including any after acquired title, the following described easement:

III. DESCRIPTION OF EASEMENT FOR SEPTIC

1. Description of Easement

A perpetual, non-exclusive easement for installation, maintenance and repair of sewage and storm water transmission lines, other utilities, drain fields for septic, storm water and other effluent discharge and all improvements necessary for such purposes, and together with rights of ingress and egress as reasonably necessary to conduct such activities, which easement shall be over, under and across the following described property.

2. Easement Area

See attached Exhibit "C".

Situate in Skagit County, Washington.

IV. PROTECTIVE PROVISIONS

- 1) The Grantor and Grantee intend to prevent certain uses of Grantor's land which might be harmful to the public health, safety and welfare.
- 2) The Grantor agrees that the Grantor, its heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained any improvements upon the Easement Area. The Grantor shall be responsible for providing protection of the Easement Area and any drain fields and any reserve areas from:
 - a) Encroachment by buildings or construction such as placement of ponds, power poles, underground irrigation systems, and underground utilities;
 - b) Cover by structures or impervious material;

- c) Soil compaction, for example by vehicular traffic or storage of materials;
 - d) Damage by soil removal and grade alteration;
 - e) Surface and/or subsurface drainage that would interfere with the use of the Easement Area for drain fields. Grantor shall take such actions as are necessary to divert drainage away from the Easement Area, such as locating footing or roof drains to direct runoff away from the Easement Area.
- 3) The Grantee shall be responsible for properly operating and maintaining all utilities, pipes, drain fields and other related improvements, and shall:
- a) Determine the level of solids and scum in the septic tank(s) and pump chamber (if applicable) as often as required for proper maintenance;
 - b) Employ an approved pumper to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary.
 - c) Keep the flow of water, sewage and any other chemical, liquid, solid or material to the Easement Area at or below the approved design both in quantity, content and waste strength
 - d) Operate and maintain any systems, monitoring, testing, and other actions as recommended or directed by any regulatory or governing authority or as consistent with best practices for septic systems;
 - e) Erect and maintain markers identifying the perimeter of the Easement Area with permanent monuments; and
 - f) Provide vegetation maintenance, if applicable, to maintain any vegetation as recommended or directed by any regulatory or governing authority and as consistent with best practices for septic systems and to eliminate any noxious or invasive weeds or animals
- 4) The Grantee covenants and agrees to pay in full for all materials adjoined or affixed to the Easement Area, and to pay in full all persons who performed labor upon said property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Easement Area for any work done or material furnished thereon at the instance or request or on behalf of Grantee; and Grantee agrees to indemnify and hold harmless Grantor against and from any and all liens, claims, demands, costs and expenses of whatever nature in any way connected with or growing out of such work done, labor performed or materials furnished.
- 5) All personal property and improvements installed by Grantee in the Easement Area shall be at the sole risk of Grantee. Grantee will indemnify and save Grantor harmless from any damage or claim connected in any way with such personal property. Grantee agrees to

indemnify and save harmless Grantor against and from any and all liability, loss, costs and expense of whatever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of this Agreement and/or the Easement Area, by, or the presence thereon of, Grantee, Grantee's agents, contractors, employees, licensees, invitees or any other person whose presence on the Easement Area arises out of or relates to Grantee and/or this Agreement.

- 6) The Grantor shall not be liable for, and Grantee will indemnify and save Grantor harmless from, any damage or injury, either to persons or personal property, sustained by Grantee or others, caused by any condition or defects now or hereafter existing or occurring in the Easement Area, regardless of whether such condition, defect or lack of repair was discoverable by reasonable care or not, or caused by the act or omission of Grantee, Grantee's agents, contractors, employees, licensees, invitees or any other person whose presence on the Easement Area arises out of or relates to Grantee and/or this Agreement.
- 7) The Grantee agrees to comply with all applicable air and water pollution control and prevention laws, regulations and state and federal air pollution and water pollution control agencies' recommendations in the maintenance of all improvements located on the Easement Area. The Grantee agrees to comply with all federal and state laws and regulations regarding hazardous waste or substances. In the event of any discharge by Grantee or Grantee's agents of hazardous or toxic substances on or to the Easement Area, Grantee shall immediately notify Grantor and restore the Easement Area to its previous condition.
- 8) The Grantee hereby indemnifies and holds harmless the 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 (with Grantee's advance written approval), claims, attorneys' fees, consulting and expert fees) relating to or in connection with the presence or suspected presence of hazardous or toxic substances or materials ("hazardous substances") in or on the Easement Area, to the extent the hazardous substances are present as a result of the negligence, willful conduct or other acts of Grantee, Grantee's agents, employees, contractors or invitees, or which are present because the hazardous substances were physically placed upon the Easement Area after the date of execution of this Agreement through septic or utility improvements installed by Grantee. Without limitation of the foregoing, this indemnification shall include the reasonable costs incurred due to any investigation of the site confirming the presence of hazardous substances, and the reasonable cost of any cleanup, removal or restoration mandated by any federal, state or local agency or political subdivision.

V. GENERAL PROVISIONS

In the event that either party causes identifiable damage to any improvements in the Easement Area, then the damaging party, at its own 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.

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 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.

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.

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.

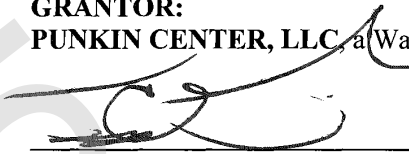
/// /// ///

//// Signatures follow ///

/// /// ///

GRANTOR:

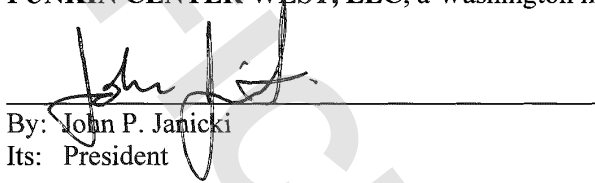
PUNKIN CENTER, LLC, a Washington limited liability company



By: Robert W. Janicki
Its: Manager/Member

GRANTEE:

PUNKIN CENTER WEST, LLC, a Washington limited liability company

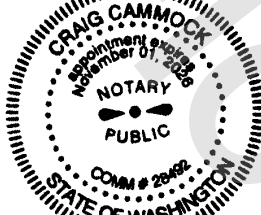


By: John P. Janicki
Its: President

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **ROBERT W. 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/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 6th day of November, 2025.

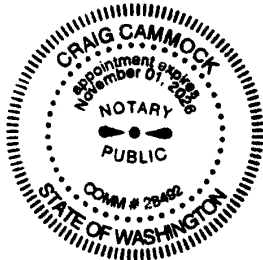


Printed Name CRAIG CAMMOCK
 NOTARY PUBLIC in and for the State of Washington
 My Commission Expires 11-1-2026

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 President 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 6th day of November, 2025.



Printed Name CRAIG CAMMOCK
 NOTARY PUBLIC in and for the State of Washington
 My Commission Expires 11-1-2026

Exhibit A
Legal Description of Burdened Parcel

Skagit County Assessor's Parcel Number
350614-0-006-0001
P41175

Lot 3 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 201908010056 and re-recorded November 20, 2019, under Skagit County Auditor's File Number 201911200135.

Situate in Skagit County, Washington.

Exhibit B
Legal Description of Benefitted Parcels

Skagit County Assessor's Parcel Number

Parcel A - 350614-2-004-0009 / P41204

Parcel B - 350614-0-009-0008 / P41178

Parcel A

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 201908010056 and re-recorded November 20, 2019, under Skagit County Auditor's File Number 201911200135.

Situate in Skagit County, Washington.

Parcel B

Lot 4 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 201908010056 and re-recorded November 20, 2019, under Skagit County Auditor's File Number 201911200135.

TOGETHER WITH

THAT PORTION OF LOT 5 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 **201908010056** AND RE-RECORDED NOVEMBER 20, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER **201911200135**, CONSISTING OF THE FOLLOWING:

COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF STATE ROUTE 20 WITH THE WEST MARGIN OF PETTIT STREET;

THENCE **NORTH 87° 58' 58" WEST** ALONG SAID SOUTH MARGIN OF STATE ROUTE 20 **64.20 FEET** TO THE **POINT OF BEGINNING**;

THENCE **SOUTH 2° 01' 03" WEST 437.63 FEET**;

THENCE **SOUTH 88° 58' 51" EAST 24.00 FEET**;

THENCE **SOUTH 2° 01' 03" WEST 139.55 FEET**;

THENCE **SOUTH 11° 25' 56" WEST 61.82 FEET**;

THENCE **SOUTH 86° 06' 21" EAST 40.36 FEET**;

THENCE **SOUTH 78° 15' 46" EAST 26.67 FEET** TO THE WEST LINE OF LOT 1 OF SHORT PLAT NO. HAM-94-01, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. **9402110124**;

THENCE **SOUTH 0° 38' 22" WEST** ALONG SAID WEST LINE **102 FEET**, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK AS SHOWN UPON SAID BOUNDARY LINE ADJUSTMENT;

THENCE **NORTH 82° 48' WEST** ALONG SAID ORDINARY HIGH WATER MARK **258.7 FEET**, MORE OR LESS, TO THE WEST LINE OF SAID LOT 5;

THENCE **NORTH 0° 57' 31" EAST** ALONG SAID WEST LINE **742 FEET**, MORE OR LESS, TO THE SOUTH MARGIN OF STATE ROUTE 20;

THENCE **SOUTH 87° 58' 57" EAST** ALONG SAID MARGIN **80.51 FEET**;

THENCE **SOUTH 66° 10' 52" EAST** ALONG SAID MARGIN **53.85 FEET**;

THENCE **SOUTH 87° 58' 58" EAST** ALONG SAID MARGIN **57.85 FEET** TO THE **POINT OF BEGINNING**.

Situate in Skagit County, Washington.

Exhibit C
Legal Description of Easement Area

The West 200 feet of the South 200 feet of Lot 3 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 201908010056 and re-recorded November 20, 2019, under Skagit County Auditor's File Number 201911200135.

Situate in Skagit County, Washington.