FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Gateway Village, LLC
103 N Township Street
Sedro-Woolley, WA 98284

202607130014
07/13/2026 09:12 AM Pages: 1 of 8 Fees: $310.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 13 2026

Amount Paid $ ✓
Skagit Co. Treasurer
By Deputy

EASEMENT FOR SEWER

GRANTOR:	**GATEWAY VILLAGE, LLC,** a Washington limited liability company
GRANTEE:	**CITY OF SEDRO WOOLLEY,** a Washington municipal corporation
Abbreviated Legal:	Ptn SW ¼ Section 23, Township 35N, Range 04 E.W.M.
Additional Legal on page(s):	Exhibits A & B
Assessor's Tax Parcel Nos.:	350423-3-013-0007 / P37331 350423-0-053-0004 / P37206

THIS AGREEMENT is made and entered into this 1st day of June, 2026, by **GATEWAY VILLAGE, LLC,** a Washington limited liability company, (hereinafter "Grantor"), and **THE CITY OF SEDRO WOOLLEY**, a Washington municipal corporation, (hereinafter "Grantee").

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington:

As hereto attached in Exhibit "A" and by this reference made apart hereof.

Situate in the County of Skagit, State of Washington.

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

WHEREAS, **GATEWAY VILLAGE, LLC** wishes to grant, and **THE CITY OF SEDRO WOOLLEY** wishes to acquire certain rights and privileges across, on, over, under, through, in and upon the real property of **GATEWAY VILLAGE, LLC**

GRANT OF EASEMENT

NOW THEREFORE, THE UNDERSIGNED GRANTOR, **GATEWAY VILLAGE, LLC**, a Washington limited liability company, as a condition of development, hereby conveys and quit claims to GRANTEE, **THE CITY OF SEDRO WOOLLEY**, a Washington municipal corporation, its successors and assigns and its contractors, agents, permittees and licensees, the following easement:

DESCRIPTION OF EASEMENT

The perpetual, non-exclusive, right, privilege and authority to construct, alter, improve, replace, repair, operate and maintain a sanitary sewer line, pipe and appurtenances over, under, on through, across, in and upon the following property described property for the purpose of constructing, reconstructing, repairing, renewing, replacing, altering, modifying, changing, inspecting, patrolling, accessing, and operating the sewer line and updating the sewer line and appurtenances to present and future technological standards, and the right at any time to remove the sewer line and appurtenances or to abandon the sewer line in place.

EASEMENT AREA

As hereto attached in Exhibit "B" and by this reference made a part hereof.

GENERAL PROVISIONS:

Grantee shall have no obligation to maintain the Easement Area or any improvements thereon other than the sanitary sewer line, pipe and appurtenances.

The benefits, burdens, and covenants of the Easements 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 Grantor and its respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the Grantor hereto, or their respective heirs, successors or assigns.

To the extent that Grantor's property is disturbed by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of Grantor's property as near as reasonably possible to its condition prior to the exercise of Grantee's rights hereunder.

The Grantor reserves the right to use the surface of the Easement Area but shall not: (a) erect any buildings, structures, patios, or other construction of any nature on the Easement Area; (b) excavate or blast within twenty (20) feet of the Easement Area; or (c) undertake any activity on the

Easement Area which would disturb the compaction or unearth the sewer line or appurtenances or endanger their lateral support. If Grantor violates this paragraph, Grantee shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the Easement Area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove or abandon the sewer line and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

This Easement shall be construed and governed by the laws of the State of Washington.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

GRANTOR:

GATEWAY VILLAGE, LLC,
a Washington limited liability company

By: ROBERT JANICKI, Its: Member and Manager

GRANTEE:

CITY OF SEDRO WOOLLEY

By: **JOELLEN KESTI**, Mayor

By: KELLY KOHNKEN, City Clerk

Approved as to form:

By: DAN CURTIS, City Attorney

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **ROBERT 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 and MEMBER of **GATEWAY VILLAGE, 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.

Notary Public
State of Washington
R. DAWN LINDNER
COMM. # 26007569
MY COMM. EXP. MARCH 10, 2030

Dated: 04/30/2026

R. Dawn Lindner
(Signature)
NOTARY PUBLIC
R. Dawn Lindner
Print Name of Notary
My appointment expires: 03/10/2030

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JOELLEN KESTI** 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 MAYOR of the CITY OF SEDRO WOOLLEY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public
State of Washington
JULIE ROSARIO
Commission No. 37723
My Commission Expires
July 22, 2029

Dated: 6/1/2026

Julie Rosario
(Signature)
NOTARY PUBLIC
Julie Rosario
Print Name of Notary
My appointment expires: 7/22/2029

UNOFFICIAL DOCUMENT

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*-------------------------------------------------------------------------------
* Prepared by: Northwest Surveying & GPS, Inc.
* Routine: Area Summary  Coord File: RJGROUP.crd   4/17/26 10:11:03
* Input Scale Factor: 1.000000    Output Scale Factor: 1.000000
*-------------------------------------------------------------------------------
SEWER EASE

Pt ID    Ang Rt   Bearing      Distance Pt ID    Northing     Easting
   3             N 89°00'30"W     22.48     4   551074.01  1294929.73
   4  90°00'00" N 00°59'30"E     281.40     5   551355.37  1294934.60
   5 270°00'00" N 89°00'30"W     112.22     6   551357.31  1294822.40
   6  90°00'00" N 00°59'30"E     276.00     7   551633.27  1294827.18
   7  90°00'00" S 89°00'30"E      20.00     8   551632.93  1294847.18
   8  90°00'00" S 00°59'30"W     256.00     9   551376.97  1294842.74
   9 270°00'00" S 89°00'30"E     112.22    10   551375.02  1294954.95
  10  90°00'00" S 00°59'30"W     281.40    11   551093.67  1294950.08
  11 270°00'00" S 89°00'30"E       2.48    12   551093.62  1294952.56
  12  90°00'01" S 00°59'29"W      20.00     3   551073.63  1294952.21
   3  89°59'59"

Perimeter: 1384.20  Accum.Perimeter: 1384.20

Approx: Sq. Feet: 13442.00 Acres: 0.31
Approx: Accum. - Sq. Feet: 13442.00 Acres: 0.31


Correct Ending Coordinates, North: 551073.63 East: 1294952.21
Ending Coordinates, North: 551073.63 East: 1294952.21
Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 89°00'31"W
Distance Traversed: 1384.20 Closure: 14275567
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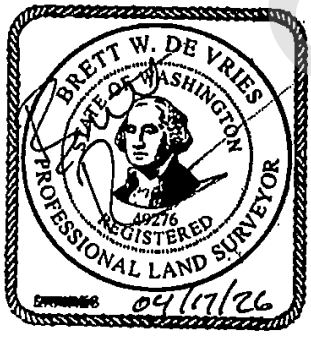


EXHIBIT "A"

PARENT PARCEL LEGAL DESCRIPTIONS

P37331

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE NORTH 0° 59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 877.54 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0° 59' 30" EAST ALONG SAID EAST LINE A DISTANCE OF 438.23 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 89° 26' 04" WEST ALONG SAID NORTH LINE 420.71 FEET;

THENCE SOUTH 0° 59' 30" WEST 33.66 FEET;

THENCE SOUTH 89° 00' 13" EAST 9.99 FEET;

THENCE SOUTH 0° 59' 45" WEST 160.00 FEET;

THENCE NORTH 89° 00' 15" WEST 9.98 FEET;

THENCE SOUTH 0° 59' 30" WEST 290.85 FEET;

THENCE SOUTH 89° 00' 30" EAST 229.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.78 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";

THENCE NORTH 53° 30' 21" EAST 25.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 94.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.50 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10"; THENCE SOUTH 89° 00' 30" EAST 71.08 FEET TO THE POINT OF BEGINNING.

P37206

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

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE NORTH 0° 59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 501.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 56' 10" WEST 636.17 FEET;

THENCE NORTH 0° 59' 12" EAST, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 821.63 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 89° 26' 04" EAST ALONG SAID NORTH LINE A DISTANCE OF 215.44 FEET;

THENCE SOUTH 0° 59' 30" WEST 33.66 FEET;

THENCE SOUTH 89° 00' 13" EAST 9.99 FEET;

THENCE SOUTH 0° 59' 45" WEST 160.00 FEET;

THENCE NORTH 89° 00' 15" WEST 9.98 FEET;

THENCE SOUTH 0° 59' 30" WEST 290.85 FEET;

THENCE SOUTH 89° 00' 30" EAST 229.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.50 FEET;



THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.78 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";

THENCE NORTH 53° 30' 21" EAST 25.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 94.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.50 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";

THENCE SOUTH 89° 00' 30" EAST 71.08 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 0° 59' 30" WEST ALONG SAID EAST LINE 376.41 FEET TO THE POINT OF BEGINNING.

ALL SITUATE WITHIN THE CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON

PREPARED BY NORTHWEST SURVEYING & GPS, INC., 407 5TH STREET, LYNDEN, WA. 98264

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF SEWER EASEMENT

A SEWER EASEMENT IN FAVOR OF THE CITY OF SEDRO WOOLLEY, LYING OVER, UNDER AND ACROSS A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 23; TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.; THENCE NORTH 00°59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 615.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING 10 (TEN) COURSES:

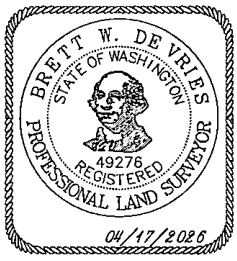
Course	Bearing	Distance
E1	N 89°00'30" W	22.48'
E2	N 00°59'30" E	281.40'
E3	N 89°00'30" W	112.22'
E4	N 00°59'30" E	276.00'
E5	S 89°00'30" E	20.00'
E6	S 00°59'30" W	256.00'
E7	S 89°00'30" E	112.22'
E8	S 00°59'30" W	281.40'
E9	S 89°00'30" E	2.48'
E10	S 00°59'29" W	20.00'

TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 13,442 SF.

AS DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN WHATCOM COUNTY WASHINGTON.



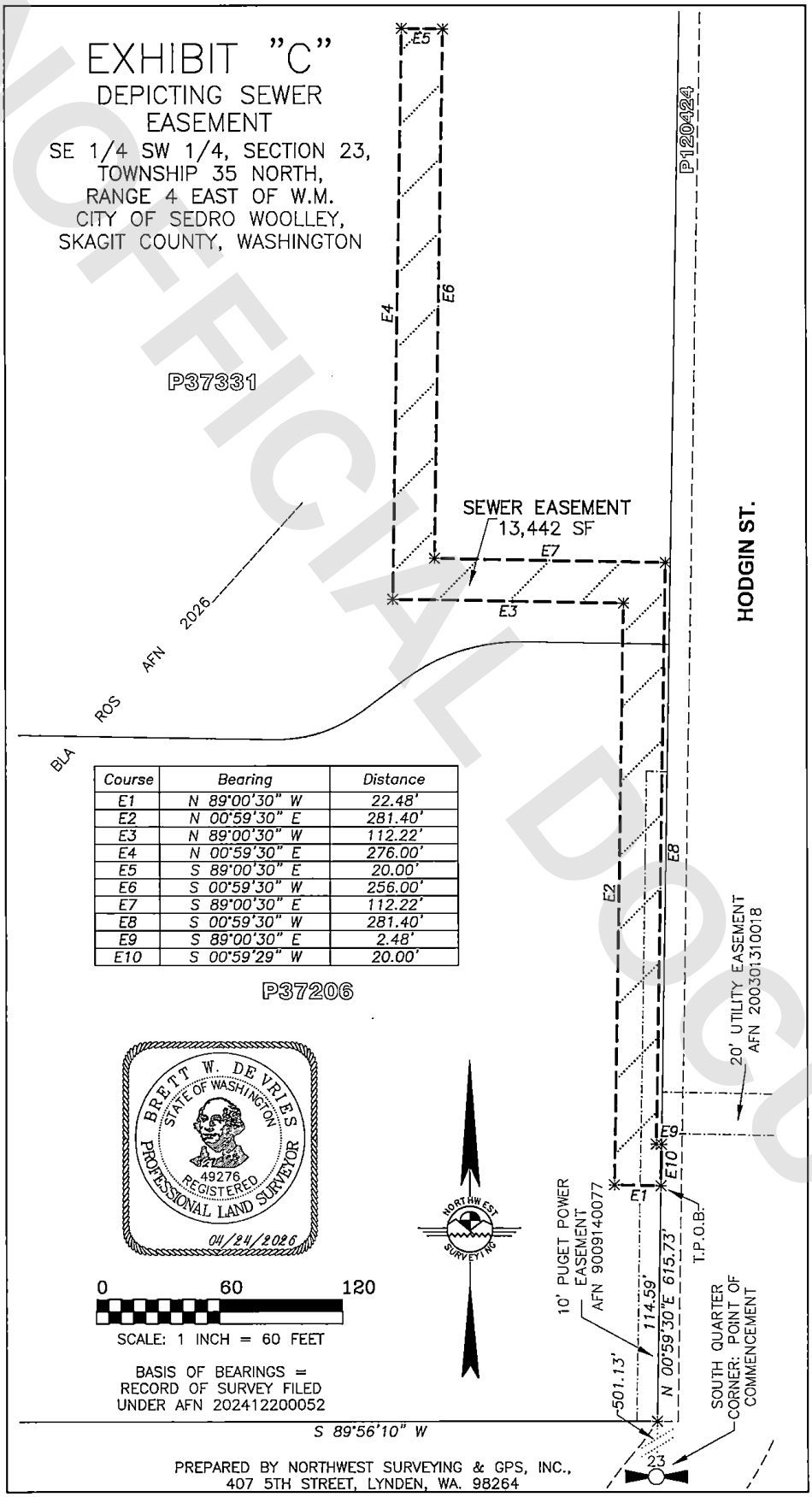
PREPARED BY NORTHWEST SURVEYING & GPS, INC., 407 5TH STREET, LYNDEN, WA. 98264

UNOFFICIAL DOCUMENT

EXHIBIT "C"

DEPICTING SEWER EASEMENT

SE 1/4 SW 1/4, SECTION 23,
TOWNSHIP 35 NORTH,
RANGE 4 EAST OF W.M.
CITY OF SEDRO WOOLLEY,
SKAGIT COUNTY, WASHINGTON



Course	Bearing	Distance
E1	N 89°00'30" W	22.48'
E2	N 00°59'30" E	281.40'
E3	N 89°00'30" W	112.22'
E4	N 00°59'30" E	276.00'
E5	S 89°00'30" E	20.00'
E6	S 00°59'30" W	256.00'
E7	S 89°00'30" E	112.22'
E8	S 00°59'30" W	281.40'
E9	S 89°00'30" E	2.48'
E10	S 00°59'29" W	20.00'

P37206

BASIS OF BEARINGS =
RECORD OF SURVEY FILED
UNDER AFN 202412200052

PREPARED BY NORTHWEST SURVEYING & GPS, INC.,
407 5TH STREET, LYNDEN, WA. 98264