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Skagit County Auditor

Filed for Record at the request of:
CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021.5864
DEC 20 2021

Amount Paid \$ 0
Skagit Co. Treasurer
By *UA* Deputy

UTILITY EASEMENT

Grantor: SKAGIT COUNTY FIRE PROTECTION DISTRICT NO. 4

Grantee: GREGORY AND KATHY JOHNSTON

Abbreviated Legal: TAX 17 PTN S1/2 SW1/4 SW1/4, SECTION 14,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., BEG ON
S LI ST HWY TH IS 20FT W OF E LI SD SUB TH S 120FT
W 50FT N 70FT E 10FT N 50FT M/L TO S LI ST HWY TH
E ALG SD S LI 40FT M/L TPB

Assessor's Parcel Numbers: P24714
P24745

Reference Numbers: N/A

November **THIS UTILITY EASEMENT** (this "Agreement") is made as of this 20 day of
November, 2021, by and between SKAGIT COUNTY FIRE PROTECTION
DISTRICT NO. 4 ("Grantor"), and GREGORY AND KATHY JOHNSTON (collectively
"Grantee").

WHEREAS, Grantor owns the real property referred to by Skagit County Tax Parcel
Number P24714, commonly known as 14800 State Route 9, Mount Vernon, WA, which is more
particularly described in **Exhibit 1** attached hereto (the "Servient Property");

WHEREAS, Grantee owns the real property referred to by Skagit County Tax Parcel
Number P24745, commonly known as 14796 State Route 9, Mount Vernon, Skagit County, WA,
which is more particularly described in **Exhibit 2** attached hereto (the "Dominant Property");

WHEREAS, the Dominant's Property is located immediately adjacent to the Servient
Property;

WHEREAS, the underground utility lines serving the Dominant Property run under and
through the Servient Property;

UTILITY EASEMENT - 1

WHEREAS, Grantor desires to grant a permanent utility easement benefitting the Dominant Property over, under, and across the Servient Property as set forth herein;

NOW, THEREFORE, in consideration of good and valuable consideration and to facilitate the sale of the Dominant Property, the receipt of which is hereby acknowledged, the Grantor and Grantee do hereby grant, impose, and convey the easements described herein and depicted on the exhibits hereto on the following terms and conditions:

TERMS AND CONDITIONS

1. **Utility Easements.**

a. **Power Easement.** Grantor hereby grants to Grantee a non-exclusive easement on, across, under, and over that ten (10) foot wide portion of the Servient Property centered on the power line serving the Dominant Property (the "Power Easement Area") for the existing power and telecommunications (cable, internet, etc.) utilities (the "Power Easement"). Grantee shall be entitled to construct, improve, reconstruct, maintain, and repair power utilities serving Dominant Property (the "Power Utilities") within the Power Easement Area at Grantee's sole cost and expense, but shall not expand or significantly increase utilization of the Power Easement.

b. **Gas Easement.** Grantor hereby grants to Grantee a non-exclusive easement on, across, under, and over that ten (10) foot wide portion of the Servient Property centered on the gas line serving the Dominant Property (the "Gas Easement Area") for underground gas utilities (the "Gas Easement"). Grantee shall be entitled to construct, improve, reconstruct, maintain, and repair gas utilities serving Dominant Property (the "Gas Utilities") within the Gas Easement Area at Grantee's sole cost and expense, but shall not expand or significantly increase utilization of the Gas Easement.

c. **Water/Sewer Easement.** To the extent that water and/or sewer utilities serving the Dominant Property (the "Water/Sewer Utilities") are located on the Servient Property, Grantor hereby grants to Grantee a non-exclusive easement on, across, under, and over that ten (10) foot wide portion of the Servient Property centered on the water and/or sewer lines serving the Dominant Property (the "Water/Sewer Easement Area") for underground water and sewer utilities (the "Water/Sewer Easement"). Grantee shall be entitled to construct, improve, reconstruct, maintain, and repair Water/Sewer Utilities serving Dominant Property (the "Gas Utilities") within the Gas Easement Area at Grantee's sole cost and expense, but shall not expand or significantly increase utilization of the Water/Sewer Easement.

d. **Collective Names.** The Power Easement, Gas Easement, and Water/Sewer Easement shall be collectively referred to as the "Easements" herein. The Power Easement Area, Gas Easement Area, and Water/Sewer Easement Area shall be collectively referred to as the "Easement Areas" herein. The Power Utilities, Gas Utilities, and Water/Sewer Utilities shall be collectively referred to as the "Utilities" herein.

e. **Repair of Servient Property.** No later than fourteen (14) days after completion of any activity on the Servient Property related to or arising out of Grantee's rights under the Easements, Grantee shall return the Servient Property as close to its immediately preceding

condition as reasonably practical at Grantee's sole cost and expense including, but not way limited to, restoring any grass, shrubs, and/or fencing disturbed by such activity.

2. **Relocation Rights.** Grantor shall be entitled, at its sole cost and expense, to re-route the Utilities to another location on the Servient Property at its sole discretion. In the event that the Grantor relocates some or all of the Utilities on the Servient Property, then the Easement Areas shall be deemed automatically amended to be that ten (10) foot wide portion of the Servient Estate centered on the new location of the Utilities.

a. **Relocation Notice.** In the event that Grantor exercises its relocation rights herein, Grantor shall provide Grantee no less than ten (10) days' advance written notice (the "Relocation Notice") prior to the Utilities being disconnected and reconnected to accommodate the Utilities relocation.

b. **Waiver of Damages.** Grantor shall take commercially reasonable actions to limit the length of any interruption of Utilities services during such relocation. Notwithstanding the foregoing, Grantee expressly waives, releases, and agrees to hold Grantor harmless from any damages related to or arising out of any interruption of Utilities services during such relocation.

3. **Defense, Indemnity, and Hold Harmless.** Grantee shall protect, save, defend, hold harmless and indemnify the Grantor and their agents, invitees, successors and assigns (the "Grantor Indemnitees"), from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, property damage, or other occurrences arising out of or related to the exercise of any of Grantee's rights or obligations under this Agreement, except to the extent caused by the negligence or willful conduct of the Grantor Indemnitees.

4. **Running Covenants.** This Agreement, and the Easements granted herein, shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Grantor's Property and Grantee's Property and their successors and assigns.

5. **Notices.** Any notices required under this Agreement shall be in writing and shall be provided by certified mail return receipt or personal delivery to the parties at the addresses listed on the Whatcom County Assessor's website for the Dominant Property and Servient Property.

6. **Jurisdiction and Venue.** Any dispute arising out of or relating to this Agreement shall be resolved exclusively in Whatcom County Superior Court. The substantially prevailing party in any litigation arising out of or related to this Agreement shall be entitled to an award of its attorneys' fees and costs. The parties expressly waive their rights to a trial by jury.

7. **Entire Agreement.** The entire agreement of the parties relating to the Utility Easements is contained in this Agreement.

GREGORY JOHNSTON

By: Gary Johnston

Date: 11/20/21

SKAGIT COUNTY FIRE PROTECTION
DISTRICT NO. 4

By: _____
Ryan McDonald, Fire Chief

Date: _____

KATHY JOHNSTON

By: Kathy Johnston

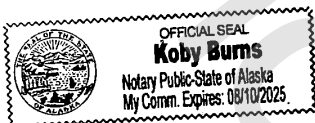
Date: 11/20/21

[Notary Blocks on Following Page]

STATE OF WASHINGTON) Alaska
) ss.
 COUNTY OF WHATCOM) Mat-Su Borough

On this day before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared, **GREGORY & KATHY JOHNSTON**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of November, 2021.



Koby Burns
 Print Name: Koby Burns
 NOTARY PUBLIC in and for the
 State of Washington, residing at MUFCU
 My commission expires: August 10, 2025

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this day before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared, **RYAN MCDONALD**, to me known to be the Fire Chief of Skagit County Fire Protection District No. 4 described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2021.

 Print Name: _____
 NOTARY PUBLIC in and for the
 State of Washington, residing at _____
 My commission expires: _____

GREGORY JOHNSTON

SKAGIT COUNTY FIRE PROTECTION
DISTRICT NO. 4

By: _____

Date: _____

By: Tami Mattox
Tami Mattox, CommissionerDate: TH 12/2/2021

KATHY JOHNSTON

By: John Matterand
John Matterand, Commissioner

By: _____

Date: 12-2-2021

Date: _____

By: Gary Friend
Gary Friend, CommissionerDate: 12-2-2021

[Notary Blocks on Following Page]



UTILITY EASEMENT - 4

STATE OF WASHINGTON)
) ss.
 COUNTY OF WHATCOM)

On this day before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared, **GREGORY & KATHY JOHNSTON**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

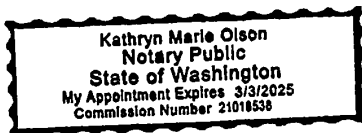
GIVEN under my hand and official seal this ____ day of _____, 2021.

Print Name: _____
 NOTARY PUBLIC in and for the
 State of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared, **TAMI MATTOX, JOHN MATTERAND**, and **GARY FRIEND** to me known to be Fire Commissioners of Skagit County Fire Protection District No. 4 described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of December, 2021.





 Print Name: Kathryn Marie Olson
 NOTARY PUBLIC in and for the
 State of Washington, residing at Skagit
 My commission expires: 3/3/25

EXHIBIT 1

That portion of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M. described as follows:

BEGINNING at a point on the South line of the State Highway that is 20 feet West of the East line of said subdivision, which point is on the West line of a 20-foot private road easement recorded November 4, 1959, as Auditor's File No. 587489 in Volume 305 of Deeds, page 795;
thence South, parallel to the East line of said subdivision, and along the West line of said private road, a distance of 120 feet;
thence West, parallel to the North line of said subdivision, 50 feet;
thence North, parallel to the East line of said subdivision, 70 feet;
thence East, parallel to the North line of said subdivision, 10 feet;
thence North, parallel to the East line of said subdivision, 50 feet, more or less, to the South line of said State Highway;
thence East along said South line 40 feet, more or less, to the POINT OF BEGINNING.

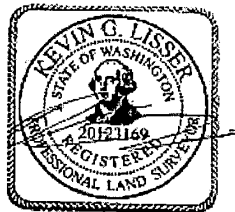
EXCEPT those portions thereof taken for State Route 538/State Route 9 as shown on WSDOT Map SR 538/SR9, MP 3.10 to MP 3.67, Monte Vista Drive Vicinity to Junction SR-9, approved February 23, 1990, as shown on that certain Record of Survey Map recorded under Auditor's File No. 201902140016.

TOGETHER WITH a non-exclusive easement for ingress and egress over that portion of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M. described as follows:

BEGINNING at the intersection of the South line of the State Highway and the East line of said subdivision;
thence South 120 feet;
thence West 20 feet;
thence North, parallel to the East line of said subdivision, 120 feet, more or less, to the South line of the State Highway;
thence East along the South line of the State Highway 20 feet, more or less, to the POINT OF BEGINNING.

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.



10-8-21

EXHIBIT 2

Tract 3, Short Plat No. 29-87, approved February 12, 1988, recorded February 12, 1988 in Book 9 of Short Plats, page 103, under Auditor's File No. 8802120024 and being a portion of the South 1/2 of the Southwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

EXCEPT those portions thereof taken for State Route 538/State Route 9 as shown on WSDOT Map SR 538/SR9, MP 3.10 to MP 3.67, Monte Vista Drive Vicinity to Junction SR-9, approved February 23, 1990, as shown on that certain Record of Survey Map recorded under Auditor's File No. 201902140016.

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.



10-821

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