



202512010054

12/01/2025 12:08 PM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

After Recording Return To:

MARK A. HOOD
VANDEBERG JOHNSON GANDARA PS
1201 Pacific Avenue, Ste. 1900
Tacoma, WA 98402

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <i>Dena Thompson</i>
DATE <i>12.1.25</i>

Grantor(s): Skagit County Regional Fire Authority
Grantee(s): Concrete School District No. 11
Reference Number(s) of Documents assigned or released: n/a
Legal Description (abbreviated): Ptn of SE ¼ of SE ¼, Sect. 12, Twn. 35N, R10E WM
Additional legal(s) on Page
Assessor's Property Tax Parcel/Account Numbers: P70962

GRANT OF SIGN EASEMENT

For and in consideration of conveyance of real property by Concrete School District No. 11 ("CSD") to Skagit County Regional Fire Authority ("SCRFA"), SCRFA hereby conveys to CSD an easement (the "Easement") over, under and across that parcel commonly known as 44872 State Route 20 (Skagit County Tax Parcel P70962) in the location described in Exhibit A hereto, under the terms and conditions set forth below:

A. Use. The Easement shall be used by CSD only for purposes placing, operating and maintaining an electronic reader board sign ("Sign") within the Easement, together with the reasonable use of SCRFA's immediately surrounding property for purposes of maintain, repairing or replacing the Sign.

B. Term. The Easement granted herein shall have a term of 20 years (the "Term"), commencing on the date of joint execution of this Easement (the "Effective Date") and terminating 20 years thereafter.

C. Infrastructure, Construction. Within 60 days of the Effective Date, CSD shall deliver the Sign to SCRFA at a mutually agreed location, at CSD's expense. Within 60 days of receipt of the Sign, SCRFA shall apply for all permits necessary for the construction of all necessary infrastructure for the Sign, including concrete pad, posts, electrical wiring and sign control wiring (the "Infrastructure"). Promptly upon permit approval, SCRFA shall at its sole

expense construct the Infrastructure and install the Sign within the Easement. The Sign shall be wired such that CSD alone controls the content displayed on the Sign.

C. Continuing Operating Expenses. During the Term SCRFA shall provide, at SCRFA's sole expense, electricity to the Sign sufficient to operate the Sign for its intended purpose.

D. Maintenance. Except for providing electrical power and control wiring to the Sign, which shall be at SCRFA's sole expense, all other maintenance and operation expenses, including repair or replacement, shall be allocated as follows:

- (i) CSD shall be responsible for annual maintenance of the Sign up to \$500.00 per year.
- (ii) All maintenance expenses, including repair and replacement of the Sign, exceeding \$500.00 per year shall be shared equally by CSD and SCRFA.

E. Sign Content. The Sign will be used exclusively for public safety announcements, fire district communications, school district business and events, and messages related to officially recognized school partners, such as the youth sports associations. All messaging must align with the mission of serving the public interest and enhancing community safety, engagement, and awareness. The parties acknowledge that the type of Sign or messaging platform may change over time due to evolving technology or community needs.

F. Renewal. Prior to the end of the Term, the agreement may be reviewed and renegotiated by mutual consent.

G. Waiver. No delay in exercising any right or remedy of any of the Parties hereunder shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of preceding or succeeding breach of the same or any other covenant, restriction, or provision of this Agreement.

H. Entire Agreement. This Agreement (together with the exhibits attached hereto and the other documents specifically referenced herein) constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and replaces and supersedes all prior or contemporaneous written or oral agreements and understandings. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed or incorporated herein.

I. Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

J. Indemnity. Each party shall indemnify, defend and hold the other harmless from and against all claims or damage arising out of the indemnifying party's intentional or negligent conduct, including the conduct of the indemnifying party's employees and agents.

K. Enforcement. This Agreement will be governed by the laws of the State of Washington. Any action to enforce shall be brought in Skagit County Superior Court. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and actual costs, including those incurred on appeal.

L. Legal Status. This Agreement shall not create the status of a corporation, partnership or other legal entity. Neither Party shall have any liability for the obligations and debts of the other, nor shall either be the agent of or otherwise empowered to bind the other, except as specifically provided in this Agreement.

DATED this 29 day of November, 2025.

CONCRETE SCHOOL DISTRICT NO. 11

By: Carrie Crickmore
Carrie Crickmore, Superintendent


SKAGIT COUNTY REGIONAL FIRE
AUTHORITY

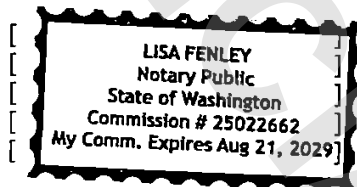
By: Rod Coffell
Rod Coffell, Chief

STATE OF WASHINGTON)
) ss.
 County of Skagit)

This record was acknowledged before me this 25th day of November, 2025, by Carrie Crickmore, Superintendent of the Concrete School District No. 11.

For recording in the state of Washington ,
 the Notarial Seal must be fully legible
 and cannot intrude into document margins.
 Please affix seal in the space provided.



 [Print Name] Lisa Fenley
 NOTARY PUBLIC in and for the State of
 Washington, residing at Concrete
 My appointment expires: 8/21/2029



STATE OF WASHINGTON)
) ss.
 County of Skagit)

This record was acknowledged before me this 25th day of November, 2025, by Rod Coffell, Chief of the Skagit County Regional Fire Authority.

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 [Print Name] Lisa Fenley
 NOTARY PUBLIC in and for the State of
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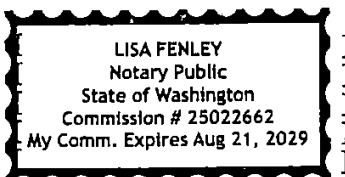


EXHIBIT A

An agreement for electronic sign purposes and its appurtenances thereof, over, under and across a portion vacated Pacific Street, as per Plat of C. W. Griest's Plat of Grasmere, recorded in Volume 3 of Plats, page 94, records of Skagit County, being in a portion of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 35 North, Range 8 East, W.M. and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 13, Block 1, of said C. W. Griest's Plat of Grasmere, as per plat recorded in Volume 3 of Plats, page 94, records of Skagit County as shown on that certain Record of Survey map recorded under Skagit County Auditor's File No.202507290278;
thence North 10°50'37" East for a distance of 20.00 feet to the Northerly margin of vacated Pacific Street, also being the Southerly margin of SR-20 and being the TRUE POINT OF BEGINNING;
thence South 79°09'23" East along the Southerly margin of SR-20, also being the Northerly margin of said vacated Pacific Street for a distance of 10.00 feet;
thence South 10°50'37" West for a distance of 10.00 feet;
thence North 79°09'23" West for a distance of 10.00 feet at a point bearing South 10°50'37" West from the TRUE POINT OF BEGINNING;
thence North 10°50'37" East for a distance of 10.00 feet, more or less to the TRUE 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.

Containing 100 sq ft