

**Return Address:**

Dave Gold, Inc.  
P.O. Box 1720  
Anacortes, WA 98221



201102220156

Skagit County Auditor

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**Document Title(s) (for transactions contained therein):**

1. Utility Easement Agreement
- 2.
- 3.
- 4.

GUARDIAN NORTHWEST TITLE CO.  
ACCOMMODATION RECORDING ONLY

A101364

**Reference Number(s) of Documents assigned or released:  
(on page of documents(s))****Grantor(s)**

1. Mark L. Chandler
2. Sharon E. Chandler
- 3.
- 4.

**Additional Names on page of document.****Grantee(s)**

1. Dave Gold, Inc.
- 2.
- 3.
- 4.

**Additional Names on page of document.****Legal Description (abbreviated i.e. lot, block, plat or section, township, range)**

Lots 6, 7 & 8, Block 11, Tuttle & Buckley  
Lots 13, 14 & 15, Block 11, Tuttle & Buckley

**Additional legal is on page of document.****Assessor's Property Tax Parcel/Account Number**

P122209  
P60443

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

NO MONETARY CONSIDERATION

## UTILITY EASEMENT AGREEMENT

**GRANTOR:** Mark L Chandler and Sharon E. Chandler (H&W)

**GRANTEE:** Dave Gold, Inc., a Washington Corporation

**ABBREVIATED LEGALS:** (Grantor) Lots 6, 7 & 8, Block 11, Tuttle & Buckley  
(Grantee) Lots 13, 14 & 15, Block 11, Tuttle & Buckley

**PROPERTY NUMBERS:** (Grantor) P#122209  
(Grantee) P#60443

### RECITALS:

1. Grantor is the owner in fee simple of real property legally described in Exhibit A.
2. Grantee is the owner in fee simple of real property legally described in Exhibit A.
3. Grantor wishes to grant and Grantee wishes to receive a nonexclusive, permanent and perpetual utility easement over, on, under and across the portions of Grantor's property hereinafter referred to as the "Easement Area" also legally described in Exhibit A.

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties further agree as follows:

1. **INTENT AND PURPOSE.** The intent and purpose of this nonexclusive Utility Easement Agreement is to forever burden the Easement Area and grant the associated rights to the full extent described below.

2. **GRANT OF THE EASEMENT.** Grantor hereby grants grantee a nonexclusive, permanent and perpetual easement over, under, on and across the North and East (10') feet of Grantor's property for utility use by Grantee. Grantor further grants Grantee the right to take any and all reasonably necessary and proper actions to construct, maintain and improve the Easement Area for Grantee's use. To protect Grantee's rights hereunder, grantor, its heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives and legal representatives, are hereby prohibited from constructing any improvements or structure within the Easement Area that would unreasonably interfere with Grantee's use of the Easement Area.



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3. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit and or burden of the parties, their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives and legal representatives. This easement shall at all times be considered and is hereby deemed appurtenant to Grantee's property.


4. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or arbitration between the parties to this Agreement arising out of this easement, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party(ies), including on appeal. Any such action shall be brought in Skagit County, Washington.

5. **EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS.** The parties agree to execute any and all necessary documents to accomplish the intent and purpose of this nonexclusive Easement Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement this \_\_\_\_\_ day of February, 2011.

**GRANTEE**

Dave Gold, Inc

  
David G. Gold, President

**GRANTOR**

  
Mark L. Chandler

  
Sharon E. Chandler

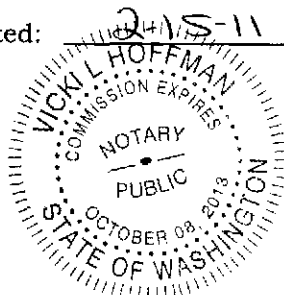
STATE OF WASHINGTON )

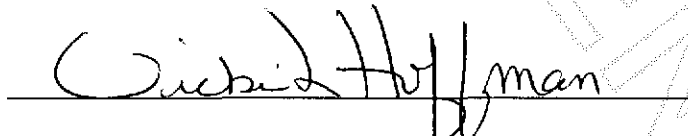
)-ss

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that DAVID G. GOLD is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the PRESIDENT of DAVE GOLD, INC., to be the free and voluntary act of such party for the use and purpose mentioned in this instrument.

Dated: 2-15-11



  
Notary Public in and for the state of WA



My appointment expires: 10-8-13

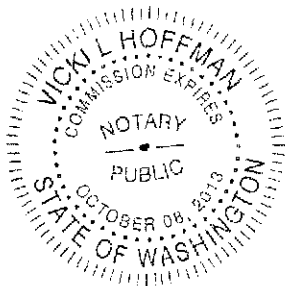
STATE OF WASHINGTON )

) - ss

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that MARK L. CHANDLER and SHARON E. CHANDLER (H&W) are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledge it to be a free and voluntary act for the uses and purpose mentioned in this instrument.

Dated: 2-17-11



Vicki L. Hoffman  
Notary Public in and for the state of WA

My appointment expires: 10-8-13



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**EXHIBIT A**

**Legal Descriptions**

**(Grantee's Property)**

Lots 13, 14, and 15, Block 11, Tuttle and Buckley's Plat of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, Page 23, records of Skagit County, Washington. Situated in Skagit County, Washington.

**(Grantor's Property)**

Lots 6, 7, and 8, Block 11, Tuttle and Buckley's Plat of Anacortes, according to the plat thereof recorded in Volume 2 of Plats, Page 23, records of Skagit County, Washington. Situated in Skagit County, Washington.

**(Easement Area)**

A nonexclusive easement for utility purposes over, under, on and across the following described property:

The Northerly 10 feet of Lots 6, 7 and 8, and the Easterly 10 feet of lot 8, Block 11 of TUTTLE AND BUCKLEY'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 23, records of Skagit County.



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