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Skagit County Auditor

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7/6/2015 Page

1 of

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Return to: David D. Lowell  
P.O. Box 1346  
Burlington, WA 98233

DOCUMENT TITLE: Utility Easement Agreement

GRANTORS: Larry J. Quesnell, Charles M. and Susan G. Drackett (Husband and Wife),  
Jay H. and Nanci C. Overway (Husband and Wife), David E. and Jean R.  
Christensen (Husband and Wife), and Angela M. Meyer

GRANTEES: Arthur D. and Vickie S. Jensen (Husband and Wife)

ABBREVIATED LEGAL DESCRIPTION: Ptn of the SW  $\frac{1}{4}$  Section 32, Twp. 35N,  
Rng. 03E, W.M

ASSESSOR'S PARCEL/TAX ID NUMBER: P123772, P123775, P123113, P123774,  
P35202, and P131523

When Recorded Return to:  
David D. Lowell  
P.O. Box 1346  
Burlington, WA 98233

### UTILITY EASEMENT AGREEMENT

GRANTORS: Larry J. Quesnell, Charles M. and Susan G. Drackett (Husband and Wife), Jay H. and Nanci C. Overway (Husband and Wife), David E. and Jean R. Christensen (Husband and Wife), and Angela M. Meyer

GRANTEES: Arthur D. and Vickie S. Jensen (Husband and Wife)

ABBREVIATED LEGAL DESCRIPTION: Ptn of the SW ¼ Section 32, Twp. 35N, Rng. 03E, W.M.

ASSESSOR'S PARCEL/TAX ID NUMBER: P123772, P123775, P123113, P123774, P35202, and P131523

#### RECITALS:

A. Parties to this Easement Agreement:

- i. Arthur D. and his wife Vickie S. Jensen are owners of property that bears Skagit County Assessor's parcel number: 131523, and has an address of: 13339 Bay View Road, Mount Vernon; and,
- ii. Larry J. Quesnell, Charles M. and Susan G. Drackett (Husband and Wife), Jay H. and Nanci C. Overway (Husband and Wife), David E. and Jean R. Christensen (Husband and Wife), and Angela M. Meyer are the owners of property bearing the following Skagit County Assessor's parcel numbers and addresses (as applicable):

Amount Paid \$ -  
By Skagit Co. Treasurer  
Deputy

Owner:	Parcel Number:	Address:
Larry J. Quesnell	P123772	NA
Charles M. and Susan G. Drackett	P123775	13313 Starvation Ridge Lane
Jay H. and Nanci C. Overway	P13773	13278 Starvation Ridge Lane
David E. and Jean R. Christensen	P123774	13291 Starvation Ridge Lane
Angela M. Meyer	P35202	11905 Bay View - Edison Road

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
EASEMENT  
JUL 6 2015

B. The purpose of this easement agreement is to provide for an utility easement for the installation, operation and maintenance of utilities, over, across and through the area described within the accompanying **Exhibit A** and mapped within **Exhibit B** for the benefit of the Grantees upon the terms and conditions set forth in this Utility Easement Agreement, hereinafter also referred to as 'Easement' or 'Easement Agreement'.

### **EASEMENT AGREEMENT:**

**THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which consideration is hereby acknowledged, effective as of the date written below, the parties agree as follows:

1. The Recitals set forth above are hereby fully incorporated herein by this reference.
2. **Grant of Easement:**
  - a. The Grantors Larry J. Quesnell, Charles M. and Susan G. Drackett, Jay H. and Nanci C. Overway, David E. and Jean R. Christensen, and Angela M. Meyer do hereby grant and convey to the Grantees, Arthur D. and Vickie S. Jensen, a perpetual, non-exclusive easement for utilities over, across and through the portions of their property that is described within the attached **Exhibit A**, and mapped on the attached **Exhibit B**.
3. **Use, Maintenance and Repair of Easement Area:**
  - a. None of the parties may unreasonably interfere with the use of the easement for utility installation, operation, and maintenance by the others.
  - b. Each party shall, at their sole cost and expense, have the obligation to maintain their utility improvements located within the easement area (described and mapped in the accompanying **Exhibits A and B**).
4. The failure of a party to this Easement to insist upon the performance of any of the terms and conditions of this Easement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force as if no such forbearance or waiver had occurred.
5. The Grantees shall hold the Grantors harmless from and against all claims for damages arising out of the use of the easement granted herein.
6. **Duration.** This Easement Agreement shall be perpetual in duration and shall run with the land, and shall be binding on the undersigned and all successors, assignees, devisees, and/or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Easement Agreement.
7. **Governing Law and Venue.** This Easement Agreement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this agreement shall be in Skagit County, State of Washington.
8. **Severability.** Should any term or provision of this Easement Agreement, as set forth herein, be found to be void or unenforceable by a court of competent jurisdictions, all other terms and provisions of this agreement shall remain enforceable, binding, and in full force and effect.

LEGAL DESCRIPTION  
FOR  
ART AND VICKI JENSEN  
OF  
UTILITY EASEMENT

March 27, 2015

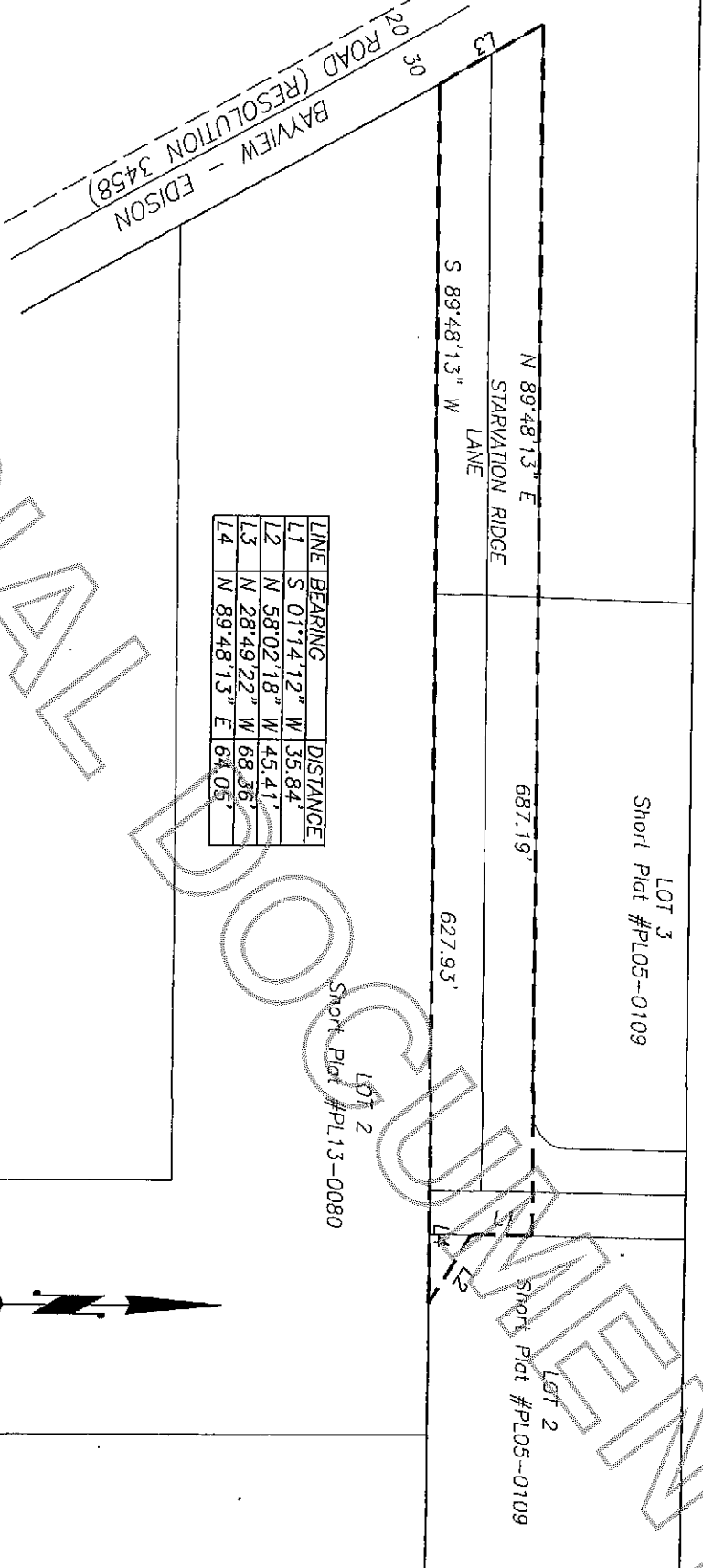
An easement for installation, operation and maintenance of utilities, over, across and through that portion of the south half of the southwest quarter of Section 32, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the southwest corner of Lot 2 of Short Plat #PL05-0109 as recorded under AF#200511180020, records of Skagit County, Washington,; thence S 89°48'13"W along the south line of said Short Plat and the westerly prolongation thereof, a distance of 627.93 feet to the easterly line of Bayview-Edison Road; thence N 28°49'22"W, along said easterly line, a distance of 68.36 feet to the north line of Starvation Ridge Lane as shown on said Short Plat #PL05-0109; thence N 89°48'13"E along the northerly line of said Starvation Ridge Lane and the easterly prolongation thereof, a distance of 687.19 feet to the easterly line of said Starvation Ridge Lane; thence S 1°14'12"W along the easterly line of said Starvation Ridge Lane, a distance of 35.84 feet; thence S 58°02'18"E, a distance of 45.41 feet to a point on the south line of Lot 2 of said Short Plat #PL05-0109; thence S 89°48'13"W, a distance of 64.05 feet to the point of beginning.

Situate in Skagit County, Washington.

Exhibit A

UNOFFICIAL DOCUMENT



LINE	BEARING	DISTANCE
L1	S 01°14'12" W	35.84'
L2	N 58°02'18" W	45.41'
L3	N 28°49'22" W	68.36'
L4	N 89°48'13" E	84.05'

SKAGIT SURVEYORS & ENGINEERS  
 806 METCALF ST.  
 SEDRO-WOOLLEY, WA 98284  
 (360) 855-2121

Exhibit B  
 Easement Legal  
 Exhibit Map  
 for  
 ART AND VICKI JENSEN


Scale 1" = 100'

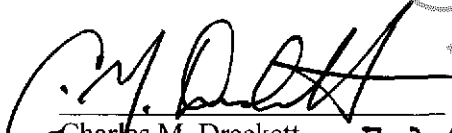


THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

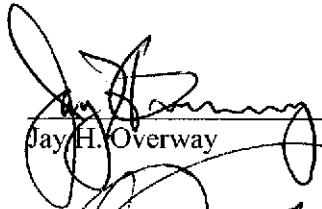
IN WITNESSETH WHEREOF, the parties here have executed this easement for utilities as of the date written below.

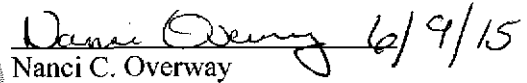
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

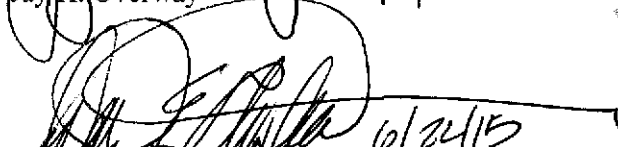
  
Larry J. Quesnell

  
Charles M. Drackett 7-2-15

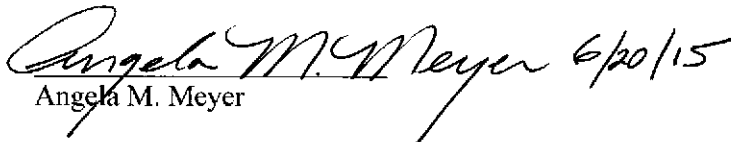
  
Susan G. Drackett 7.2.15

  
Jay H. Overway 6/9/15

  
Nanci C. Overway 6/9/15

  
David E. Christensen 6/24/15

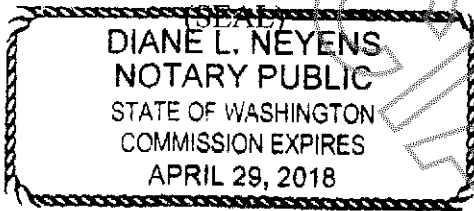
  
Jean R. Christensen

  
Angela M. Meyer 6/20/15

STATE OF WASHINGTON }  
COUNTY OF Whatcom } ss.

I certify that I know or have satisfactory evidence that David E. Christensen 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 Utility Easement Agreement to be the free and voluntary act and deed of said Grantor, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22<sup>nd</sup> day of June, 2015.



Diane L. Neyens  
Notary Public  
Residing at Bellingham  
My appointment expires 4-29-18

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that JEAN R CHRISTENSEN 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 UTILITY EASEMENT AGREEMENT to be the free and voluntary act and deed of said GRANTOR, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26<sup>th</sup> day of JUNE, 2015.

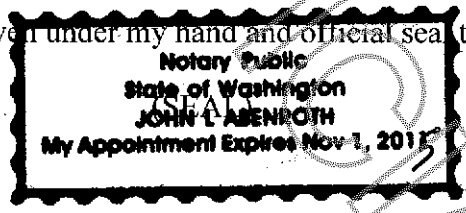


V.M. Bean  
Notary Public  
Residing at MOUNT VERNON  
My appointment expires 3-23-19

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Charles M. Drackett 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 himself to be the free and voluntary act and deed of said self, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of July, 2015.

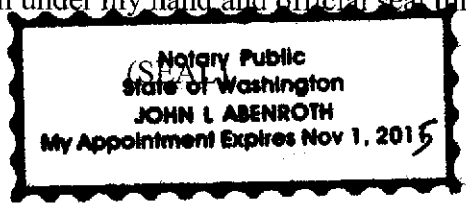


[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Susan G. Drackett 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 herself to be the free and voluntary act and deed of said Self, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of July, 2015.



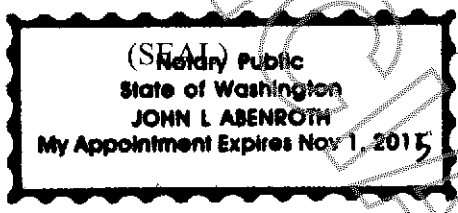
[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15



STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Jay H. Overway 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 himself self to be the free and voluntary act and deed of said self, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of July, 2015.

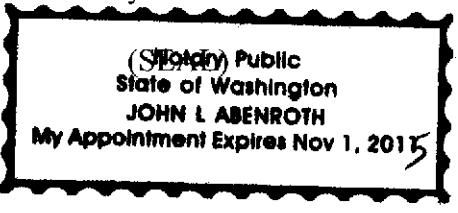


[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Nanci C. Overway 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 herself self to be the free and voluntary act and deed of said self, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of July, 2015.



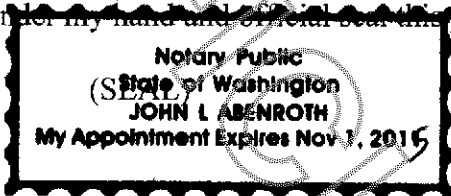
[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Larry J. Quesnell 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 himself to be the free and voluntary act and deed of said self, for the uses and purposes therein mentioned.

Given under my hand and official seal this

6 day of July, 2015.



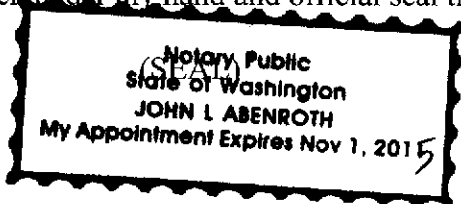
[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15

STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Angela M. Meyer 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 herself to be the free and voluntary act and deed of said self, for the uses and purposes therein mentioned.

Given under my hand and official seal this

6 day of July, 2015.



[Signature]  
Notary Public  
Residing at Burlington  
My appointment expires 11/1/15