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Skagit County Auditor

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UTILITY EASEMENT AGREEMENT

GRANTOR: David G. & Lori L. Gold (H&W)

GRANTEE: David G. & Lori L. Gold (H&W)

ABBREVIATED LEGALS: (Grantor) Lot 2, Short Plat PL05-0228
(Grantee) Lot 3, Short Plat PL05-0228

PROPERTY NUMBERS: (Grantor) P#126533
(Grantee) P#126534

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 and illustrated in Exhibit B.

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. Grantee may construct and maintain a residential septic system in accordance with all laws and regulations of Skagit County. Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of said residential septic system. Grantor shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or other utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement

area; planning or construction of buildings or improvements. Grantor shall not occupy the easement area.


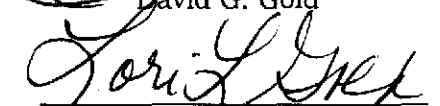
2. **GRANT OF THE EASEMENT.** Grantor hereby grants grantee a nonexclusive, permanent and perpetual easement over, under, on and across the South (51') feet and the East (109') feet of Grantor's property for ingress, egress, utility and personal use by Grantee. Grantor further grants Grantee the right 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.


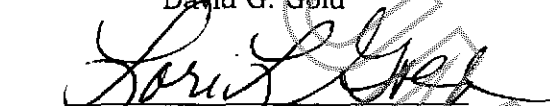
3. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit and or burden of the parties, their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives 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 27TH day of October, 2015.

GRANTOR

David G. Gold

Lori L. Gold

GRANTEE

David G. Gold

Lori L. Gold

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 02 2015

Amount Paid \$ /
Skagit Co. Treasurer
By  Deputy

STATE OF WASHINGTON

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COUNTY OF SKAGIT

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I certify that I know or have satisfactory evidence that David G. Gold and Lori L. Gold (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: October 27, 2015

Vanessa G Wellington

Notary Public in and for the state of Washington

My appointment expires: August 14, 2019



EXHIBIT A

Legal Descriptions

(Grantor's Property)

Lot 2, Short Plat PL05-0228, according to the short plat thereof recorded under AF#200708020140 being a portion of the NE quarter of the NW quarter, records of Skagit County. Washington.

(Grantee's Property)

Lot 3, Short Plat PL05-0228, according to the short plat thereof recorded under AF#200708020140 being a portion of the NE quarter of the NW quarter, records of Skagit County. Washington

(Easement Area)

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

The Southerly 51 feet and the Easterly 109 feet of that portion of Lot 2, Short Plat PL05-0228, according to the short plat thereof recorded under AF#200708020140 being a portion of the NE quarter of the NW quarter, records of Skagit County.

