

**201807270137**07/27/2018 02:10 PM Pages: 1 of 12 Fees: \$110.00
Skiagit County Auditor

After Filing Return To:

Karr Tuttle Campbell
701 Fifth Avenue, Suite 3300
Seattle, Washington 98104
Attn: Kathryn L. Feldman

Document Title:	POWER LINE EASEMENT AGREEMENT
Grantor:	Dana A. Warren and Kathryn L. Feldman (collectively, "Grantor")
Grantee	Mark McEathron and Mary McEathron (collectively, "Grantee")
Abbreviated Legal Description of Property:	DECEPTION PASS WATERFRONT TRS TDLDS INFR OF & TR 21 Additional legal description is on <u>Exhibit A</u> of document
Assessors' Tax Parcel ID No.:	P64879/3898-000-021-0005

POWER LINE EASEMENT AGREEMENT

THIS EASEMENT (this "Agreement") is granted this 19th day of July, 2018 ("Effective Date"), by **Dana A. Warren and Kathryn L. Feldman** (collectively, "Grantor"), and **Mark McEathron and Mary McEathron** (collectively, "Grantee").

RECITALS

A. Grantor is the owner of certain real property located in Anacortes, Skagit County, Washington, described in Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor's Property").

B. Grantee is the owner of certain real property located in Anacortes, Skagit County, Washington, described in Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee's Property"). Grantor's Property and Grantee's Property are referred to collectively herein as the "Properties".

C. In 2006, Grantor provided permission for Grantee's to run two (2) power lines, one for electrical service and one for telecommunications "Power Line", along the northern edge of Grantor's property in order to allow an underground electrical connection from Grantee's property to the utility pole located on Grantor's property.

AGREEMENT

1. Grant of Easement. Subject to the provisions hereof, Grantor, for itself and for its heirs and successors in interest to Grantor's Property hereby grants, establishes, and conveys to Grantee, its assigns and successors in interest to the Grantor's Property for the purpose of constructing and maintaining an underground power line connection to the utility pole located on Grantors property as shown on Exhibit C. Grantee shall install the electrical line a minimum 24" below grade. Grantor may construct improvements including but not limited to utility lines, stairs, retaining walls, fence and parking above Grantor's Power Line.

2. Binding on Successors. This Agreement shall be binding upon, and inure to the benefit of, the properties described herein, and the owners, lessees and parties in possession of such properties and their heirs, personal representatives, successors in interest and assigns.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
JUL 27 2018

Amount Paid \$
Skagit Co. Treasurer
By HB Deputy

3. Covenants Running With the Land. The terms, conditions, rights and easement contained herein shall be covenants running with the land. This Agreement shall be recorded in Skagit County, Washington against the Grantor's Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns (including, without limitation, the respective successors in title to all or any portion of the Grantor's Property).

4. Enforcement. Enforcement of the provisions of this Agreement shall be by an appropriate proceeding at law or in equity against any person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce liability or to recover damages, or by an appropriate proceeding at law or in equity against the affected real property to enforce any lien or charge arising by virtue hereof. The prevailing party in any such enforcement proceeding shall be awarded its costs and expenses, including reasonable attorneys' fees, incurred in connection therewith. No delay or omission on the part of Grantor or Grantee in exercising any rights, power or remedy provided in this Agreement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions of this Agreement.

5. Costs and Expenses. Each party shall bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement. Grantee shall bear the expense of recordation of this Agreement in the records of Skagit County, Washington.

6. Notices. Any notice which a party is required or desires to give under this Agreement shall be in writing and shall be delivered by nationally recognized overnight courier which provides delivery receipts, personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to Grantor: Dana A. Warren and Kathryn L. Feldman or current owner
2201 E. Newton St.
Seattle, WA 98112

If to Grantee: Mark McEathron and Mary McEathron or current owner
15797 Yokeko Drive
Anacortes, WA 98221

Either party may designate a different address for itself by notice similarly given. Notices delivered by overnight courier or personally delivered shall be effective upon receipt (or refusal thereof); notices sent by certified mail shall be effective five (5) business days after mailing as aforesaid.

7. Miscellaneous.

(a) Paragraph and Section headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(b) Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include all other genders.

(c) If any term, provision or condition contained herein shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) No other party shall be deemed to be a third-party beneficiary hereunder.

(e) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington.

(f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

(g) The Exhibits referenced herein and attached to this Agreement are incorporated herein as if set forth herein in full.

(h) This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducements to the signing of this Agreement that are in effect. This Agreement cannot be changed, modified, waived or discharged except by an agreement in writing signed by the parties hereto and recorded in the records of Skagit County, Washington.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on the
23 day of July, 2018.

GRANTEE:

By: _____
Mark McEathron

By: Mary McEathron
Mary McEathron

THE STATE OF WASHINGTON §
§
COUNTY OF SKAGIT §

On this _____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Mark McEathron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

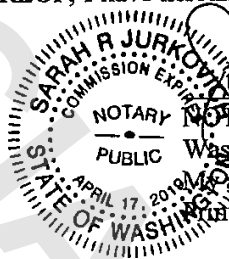
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington
My appointment expires _____
Print Name _____

THE STATE OF WASHINGTON §
§
COUNTY OF SKAGIT §

On this 23rd day of July, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Mary McEathron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

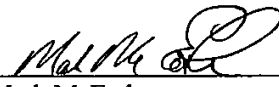
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

A circular notary seal for Sarah R. Jurkovich, Notary Public for the State of Washington. The seal includes the text "SARAH R JURKOVICH", "COMMISSION EXPIRES APRIL 17, 2019", "NOTARY PUBLIC", and "STATE OF WASHINGTON".

NOTARY PUBLIC in and for the State of
Washington
Appointment expires 4-17-2019
Notary Name Sarah R JURKOVICH

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on the
20 day of July, 2018.

GRANTEE:

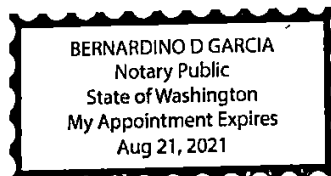
By: 
Mark McEathron


By: _____
Mary McEathron

THE STATE OF WASHINGTON §
COUNTY OF WHATCOM §
~~SKAGHT~~ §


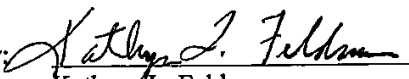
On this 20th day of JULY, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Mark McEathron, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington
My appointment expires AUG 21, 2021
Print Name BERNARDINO GARCIA


GRANTOR:

By: 
Dana A. WarrenBy: 
Kathryn L. FeldmanTHE STATE OF WASHINGTON §
§
COUNTY OF SKAGIT §

On this 19th day of July, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Dana A. Warren, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

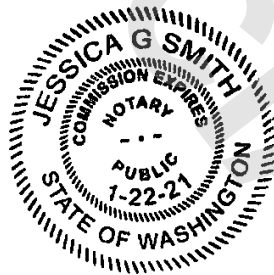



NOTARY PUBLIC in and for the State of
Washington
My appointment expires 1/22/2021
Print Name Jessica G. Smith

THE STATE OF WASHINGTON §
§
COUNTY OF SKAGIT §

On this 19th day of July, 2018, before me, a Notary Public in and for the State of Washington, personally appeared Kathryn L. Feldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of
Washington
My appointment expires 1/22/2021
Print Name Jessica G. Smith

EXHIBIT A

GRANTOR'S PROPERTY

LOT 21, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO, TIDELANDS OF THE SECOND CLASS, EXTENDING TO THE LINE OF EXTREME LOW TIDE AND SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING ON THE ABOVE DESCRIBED PREMISES.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B

GRANTEE'S PROPERTY

PARCEL A:

LOT 20, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL B:

TIDELANDS OF THE SECOND CLASS, EXTENDED TO THE LINE OF EXTREME LOW TIDE, ADJACENT TO TRACT 20, "DECEPTION PASS WATERFRONT TRACTS," AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 26, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT COUNTY, WASHINGTON.

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