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08/30/2021 03:17 PM Pages: 1 of 11 Fees: \$213.50  
Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Overview Properties, LLC  
c/o Steve Verbarendse  
PO Box 507  
Anacortes, WA 98221-0507

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>Josip Bear</u>
DATE	<u>8-30-21</u>

## EASEMENTS FOR UTILITIES AND STORMWATER

Documents Referenced: 200401150125;

Grantor: CHANNEL VIEW PROPERTIES, LLC, a Washington limited liability company

Grantee: OVERVIEW PROPERTIES, LLC, a Washington limited liability company

Abbreviated Legal: Ptn SE ¼, SE ¼, S3, T34N, R2E

Assessor's Tax Parcel Nos: P113611 and P19783

### I. DESCRIPTION OF PROPERTY

GRANTOR, CHANNEL VIEW PROPERTIES, LLC (hereinafter referred to as the "Channel View Lot"), which is more particularly described in the attached Exhibit "A";

GRANTEE, OVERVIEW PROPERTIES LLC, a Washington limited liability company, are the owners of real property located in Skagit County, Washington (hereinafter referred to as the "Overview Lot – P19783"), which is more particularly described in the attached Exhibit "B";

### II. GRANT OF EASEMENTS

NOW THEREFORE THE UNDERSIGNED, CHANNEL VIEW PROPERTIES, LLC, a Washington limited liability company (hereinafter referred to as "Grantor"), in consideration of the mutual covenants and conditions hereinafter set forth, establishes, gives, grants and conveys to OVERVIEW PROPERTIES LLC (hereinafter referred to as "Grantee"), including any after acquired title in the interests conveyed herein, a non-exclusive, perpetual easement for utilities and storm water, over, under and across the following described property:

as the Grantee Property.

## II. GRANT OF EASEMENTS

NOW THEREFORE THE UNDERSIGNED, CHANNEL VIEW PROPERTIES, LLC, a Washington limited liability company (hereinafter referred to as "Grantor"), in consideration of the mutual covenants and conditions hereinafter set forth, establishes, gives, grants and conveys to OVERVIEW PROPERTIES LLC, PADILLA HEIGHTS LLC, and NEWBERRY HILL INDUSTRIAL LLC (hereinafter referred to collectively as "Grantee"), including any after acquired title in the interests conveyed herein, a non-exclusive, perpetual easement for utilities and storm water, over, under and across the following described property:

### UTILITY EASEMENT:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 3, THENCE NORTH 2°04'11 EAST 330.00 FEET, TO A RECOVERED REBAR ; THENCE NORTH 2°04'11 EAST 512.82 FEET TO A RECOVERED REBAR AND THE SOUTHEAST CORNER OF SUBJECT PROPERTY; THENCE NORTH 89°07'47" WEST 152.55 FEET; TO THE **TRUE POINT OF BEGINNING OF EASEMENT CENTERLINE**. THENCE NORTH 01°54'10" EAST 272.23 FEET TO THE EXISTING PADILLA HEIGHTS ROAD RIGHT OF WAY AND **THE TERMINUS** OF SAID EASEMENT CENTERLINE AND SIDELINES.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

The above "Utility Easement" is described as twenty feet (20') in width (east to west) bordered by Padilla Heights Road on the north and Overview Lot on the south, hereinafter referred to as the "Utility Easement Area". This area is depicted on Exhibit E, "Utility and Stormwater Easement".

### STORM SEWER EASEMENT:

THE NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF A STORM SEWER LINE AND APPURTENANCES, OVER, UNDER AND UPON A STRIP OF LAND DURING INITIAL CONSTRUCTION IS KNOWN TO BE 20-FOOT IN WIDTH, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE, TO FORM A CONTINUOUS STRIP, ALL BEING LOCATED IN THE SE 1/4 OF THE SE 1/4 SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST SECTION CORNER OF SECTION 3, THENCE NORTH 2°04'11 EAST 330.00 FEET, TO A RECOVERED REBAR ; THENCE NORTH 2°04'11 EAST 512.82 FEET TO A RECOVERED REBAR AND THE SOUTHEAST CORNER OF SUBJECT PROPERTY; THENCE NORTH 89°07'47" WEST 29.54 FEET; TO THE **TRUE POINT OF**

EASEMENTS FOR UTILITIES AND STORMWATER

**BEGINNING OF EASEMENT CENTERLINE.** THENCE NORTH 00°14'40" EAST 81.80 FEET; THENCE NORTH 10°18'08" WEST 149.67 FEET TO THE EXISTING PADILLA HEIGHTS ROAD RIGHT OF WAY AND **THE TERMINUS** OF SAID EASEMENT CENTERLINE AND SIDELINES.

THE OVERLAPPING OR GAPPING SIDELINES OF SAID EASEMENTS SHALL BE EXTENDED OR TRIMMED TO FORM A CONTINUOUS STRIP ACROSS THE GRANTOR'S OWNERSHIP.

CONTAINING 2,647 SQUARE FEET, MORE OR LESS

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

The above "Storm Sewer Easement" is described as twenty feet (20') in width strip (east to west) bordered by Padilla Heights Road on the north and Overview Lot on the south, hereinafter referred to as the "Storm Sewer Easement". This area is depicted on Exhibit C, "Utility and Stormwater Easement".

Both the "Utility Easement" and the "Storm Sewer Easement" are granted for the benefit of the Grantee Property and will hereinafter be known collectively as the "Easement Areas".

Grantor and Grantee shall have the right to full, continuous, unimpeded access and connection to all utilities within the area of the easements identified in this Section II. Grantor and Grantee may connect to utilities within the Easement Areas, but shall be solely liable for any and all fees, licenses, regulatory consent and any other cost of any nature related to the utility connection.

Neither Grantor nor the Grantee shall construct any overhead power lines or other overhead utilities within the area of the easements identified in Section II.

In addition to the foregoing, the Grantee hereby grants to the City of Anacortes a twenty (20') foot storm sewer easement and a twenty (20') sanitary sewer and waterline easement within the Utility Easement Area, in which to construct, operate, maintain, repair, replace and enlarge said storm, sewer and water conveyance pipe and other necessary appurtenances thereto for the purposes of providing utilities to the Grantee's properties and other property, together with the right to enter upon the Utility Easement Area at all times for the purposes herein stated. This grant of easement to the City of Anacortes for the purposes of utilities shall be narrowly construed and shall not create rights for any third parties to general use of the Utility Easement Area other than as expressly set forth herein.

### III. GENERAL PROVISIONS

1. This Grant of Easement herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the Lot Owners, or by operation of law.
2. The Grantee of each Easement hereby agrees to indemnify and hold harmless the Grantor of each Easement, and its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantee and/or Grantee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement

EASEMENTS FOR UTILITIES AND STORMWATER

Area arises out of or is in any way related to Grantee.

3. CHANNEL VIEW PROPERTIES LLC, PADILLA HEIGHTS LLC, NEWBERRY HILL INDUSTRIAL LLC, and OVERVIEW PROPERTIES LLC, (collectively the "Lot Owners") hereby agree that the Channel View Lot, and the Grantee Property (collectively the "Lots") are, and will be, respectively held, sold and conveyed subject to and burdened by this Agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the Lots. The use of the term "Lot" in this Agreement shall refer to any one of the Lots or any portion thereof. The use of the term "Lot Owner" in this Agreement shall refer to all Grantor, Grantee, and their successors in interest.
4. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington, for any matter arising out of relating to this Agreement.
5. This Agreement fully supersedes and terminates that certain "Easement for Utilities and Stormwater" agreement between Channel View Properties LLC and Overview Properties LLC recorded July 14, 2017 under Skagit County Auditor's File No. 201707140091.

DATED this 27 day of August 2021.

CHANNEL VIEW PROPERTIES LLC, a Washington limited liability company

  
Signature

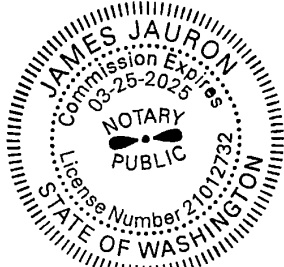
By: Harold CHRISTENSEN  
print name

Its: MEMBER  
Title

STATE OF WASHINGTON } §  
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by Harold R. Christensen as the Member of Channel View Properties LLC.

{Stamp}



(Signature) NOTARY PUBLIC

Date: 8-27-2021

My commission expires: 3-25-2025

OVERVIEW PROPERTIES, LLC, a Washington limited liability company

[Signature]  
Signature

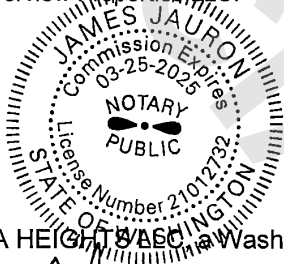
By: Steven R. Verbarendse  
print name

Its: Member  
Title

STATE OF WASHINGTON } §  
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by Steven R. Verbarendse as the Member of Overview Properties, LLC.

{Stamp}



[Signature]  
(Signature) NOTARY PUBLIC  
Date: 8-27-2021  
My commission expires: 3-25-2025

PADILLA HEIGHTS LLC, a Washington limited liability company

[Signature]  
Signature

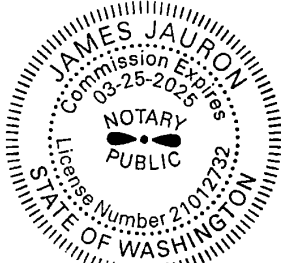
By: Steven R. Verbarendse  
print name

Its: Member  
Title

STATE OF WASHINGTON } §  
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by Steven R. Verbarendse as the Member of Padilla Heights LLC.

{Stamp}



[Signature]  
(Signature) NOTARY PUBLIC  
Date: 8-27-2021  
My commission expires: 3-25-2025

NEWBERRY HILL INDUSTRIAL LLC, a Washington limited liability company

[Signature]  
Signature

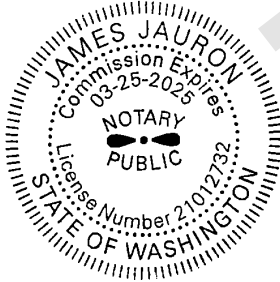
By: Steven R. Verbarendse  
print name

Its: Member  
Title

STATE OF WASHINGTON }  
COUNTY OF SKAGIT }

This record was acknowledged before me on the date specified below by Steven R. Verbarendse as the Member of Newberry Hill Industrial LLC.

{Stamp}



[Signature]  
(Signature) NOTARY PUBLIC

Date: 8-27-2021

My commission expires: 3-25-2025

Exhibit "A"  
The "CHANNEL VIEW Lot"  
Skagit County Assessor's Parcel #P113611

That portion of the Southeast 1/4 of the Southeast quarter of Section 3, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at a point 10 rods South of the Northeast corner of said subdivision; thence South 20 rods; thence West 40 rods; thence North 20 rods; thence East 40 rods to the Point of Beginning.

EXCEPT that portion within the boundaries of the Stevenson County Road;

EXCEPT that portion conveyed to the State of Washington by Warranty Deed recorded February 20, 1970, under Auditor's file no. 736255, records of Skagit County, Washington;

AND ALSO EXCEPT that portion thereof condemned by the State of Washington for Highway purposes in Skagit County Superior Court Case No. 26054

Situated in the County of Skagit, State of Washington

Exhibit "B"  
The "Overview Lot" Skagit County  
Assessor's Parcel #P19783

That portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 North, Range 2 East, W.M.; described as follows:

Beginning at a point on the East line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , which is 495 feet South of the Northeast corner of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence West, 660 feet; thence North, 330 feet, more or less, to the Southerly line of the Stevenson Road; thence Westerly along said Southerly line, 198 feet, more or less, to a point 462 feet East of the West line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence South, 660 feet, more or less, to a point 495 feet North of the South line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , being a point on the North line of those premises conveyed to Frank Riley by deed dated March 3, 1925, and recorded in Volume 134 of Deeds, Page 624; thence East along the North line of said Riley premises, 198 feet, more or less, to the Northeast corner of said Riley premises; thence South, 165 feet; thence East, 660 feet to the East line of said Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; thence North along said East line, 495 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 34 North, Range 2 East, W.M.; described as follows:

Commencing at the Southeast corner of said Section 3; thence North 0 degrees 06'25" West along the East line of said Section 3, 330 feet; thence South 89 degrees 37'55" West, 660.010 feet; thence North 0 degrees 06'25" West, 165.000 feet to the true point of beginning; thence South 89 degrees 37'35" West, 185.080 feet; thence North 0 degrees 17'10" West, 34.000 feet; thence North 89 degrees 37'55" East, 185.187 feet; thence South 0 degrees 06'25", 34.000 feet to the true point of beginning.

Situated in Skagit County, Washington.

The real property or its address is commonly known as 9968 Padilla Heights, Anacortes, WA 98221. The real property county tax identification number is [340202-0-020-0100/p113661]



Exhibit "C"  
The Padilla Lot  
Assessor's Parcel #P19786

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, WHICH LIES SOUTH 89 DEGREES 52' 41' WEST, A DISTANCE OF 660.00 FEET FROM THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 52' 41' WEST ALONG SAID SOUTH LINE, A DISTANCE OF 330.00 FEET; THENCE NORTH 00 DEGREES 10' 15' WEST PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 495.01 FEET TO THE NORTH LINE OF THE SOUTH 495.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 52' 41' EAST ALONG SAID NORTH LINE, A DISTANCE OF 136.95 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARCEL 'Q' DESCRIBED IN QUIT CLAIM DEED TO MONA LISA ESTATES RECORDED UNDER AUDITOR'S FILE NO. 9812140179; THENCE NORTH 00 DEGREES 02' 40' WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 34.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 'Q'; THENCE NORTH 89 DEGREES 52' 41' EAST ALONG THE SOUTH LINE OF SAID PARCEL 'Q' AND ALONG THE NORTH LINE OF PARCEL 'B' DESCRIBED IN STATUTORY WARRANTY DEED TO PADILLA HEIGHTS, LLC RECORDED UNDER AUDITOR'S FILE NO. 199909010135, A DISTANCE OF 193.17 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 'B'; THENCE SOUTH 00 DEGREES 10' 15' WEST PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 529.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

Exhibit "D"  
The Newberry Lot  
Assessor's Parcel #P19788

THAT PORTION OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, E.M. DESCRIBED AS FOLLOWS:  
THENCE NORTH 495 FEET; THENCE EAST 330 FEET; THENCE SOUTH 495 FEET; THENCE WEST 330 FEET TO THE POINT OF BEGINNING.

