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Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
R.D. Guthrie  
20737 Echo Hill Rd.  
Sedro-Woolley, WA 98284

<b>REVIEWED BY</b>
<b>SKAGIT COUNTY TREASURER</b>
DEPUTY <u><i>Dena Thompson</i></u>
DATE <u><i>11.9.21</i></u>

**EASEMENT FOR EXISTING UTILITY**

Grantor: GREGORY PULLEY and KATIE PULLEY,  
husband and wife

Grantees: JUSTIN L. WERNER and ROBERT D. GUTHRIE,  
a married couple

Abbreviated Legal: Lot 1 and Lot 3, Skagit County Short Plat 96-0022

Additional Legal on page: Pages 1 & 2

Assessor's Tax Parcel Nos.: P49763 / 360421-4-004-0114  
P49699 / 360421-1-002-0005

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of October, 2021, GREGORY PULLEY and KATIE PULLEY, husband and wife, (as "Grantor"), and JUSTIN L. WERNER and ROBERT D. GUTHRIE, a married couple (as "Grantee").

**I. DESCRIPTION OF PROPERTY**

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington (the "Burdened Parcel") ("Parcel "A"):

P49763 / 360421-4-004-0114  
Lot 1, Skagit County Short Plat No. 96-0022, approved April 23, 2004, and recorded April 23, 2004, under Auditor's File No. 200404230138; and being a portion of the Northwest quarter of the Southeast quarter of Section 21, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington (the "Benefited Parcel") ("Parcel B"):

P49699 / 360421-1-002-0005

Lot 3, Skagit County Short Plat No. 96-0022, approved April 23, 2004, and recorded April 23, 2004, under Auditor's File No. 200404230138; and being a portion of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter in Section 21, Township 36 North, Range 4 East of W.M.

Situate in the County of Skagit, State of Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

## **II. GRANT OF EASEMENT**

NOW THEREFORE, THE UNDERSIGNED GRANTOR, GREGORY PULLEY and KATIE PULLEY, husband and wife, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantor and Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to JUSTIN L. WERNER and ROBERT D. GUTHRIE, a married couple, including any after acquired title, the following described easement for cable utility:

## **III. DESCRIPTION OF EASEMENT**

### **1. Description of Easement**

A perpetual, non-exclusive easement over, under and across the Easement Area defined below for the purpose of connecting to, installing, maintaining, and repairing a cable box and line, including the connection to and from said cable box and line to the electrical power source and meter, as it now exists within the Easement Area.

### **2. Easement Area**

The parties confirm and acknowledge the existing perpetual, non-exclusive easement for a cable box and line in the area where said cable box is currently attached to the Grantor's out

building structure located on Parcel A, including the connection to and from the cable box to the electrical power source and meter, and together with the existing cable line in its current location, which runs a distance of approximately 700 feet along an easement for ingress and egress, over, under and across the Parcels A and B, as further depicted on attached Exhibit "A."

#### **IV. GENERAL PROVISIONS**

Grantee hereby releases, remises, acquits and forever discharges Grantor, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the easement granted herein.

Grantor hereby releases, remises, acquits and forever discharges Grantee, together with its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date hereof, in any way directly or indirectly arising out of or in any way relating to the easement granted herein.

Grantee shall have no obligation to maintain the Easement Area or any improvements thereon. In the event that Grantee causes identifiable damage to the road or utilities in the Easement Area, then the Grantee, at Grantee's expense, shall, as soon as is reasonably possible, immediately repair the damage leaving the Easement Area in as good or better condition as it was in prior to the damage by Grantee.

At the time of this Easement, the electrical charges incurred by Grantor to power the cable box are nominal and no payment shall be required by Grantee. In the event that charges for the electrical service for said cable box are determined to be greater than twenty dollars (\$20.00) per year, Grantor may provide annual notice to Grantee of the actual reimbursement cost associated with electrical charges actually assessed to Grantor. In no event shall such reimbursement cost exceed the actual cost of the apportioned electrical charges utilized by the cable box. Said notice and request for payment shall occur no more frequently than annually and Grantee shall have thirty (30) days from the notice of demand for payment to remit the reimbursement of actual electrical costs to Grantor.

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

This Easement shall be construed and governed by the laws of the State of Washington. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This Easement may not be modified or amended except by written agreement signed and acknowledged by all parties.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

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

Dated this 28<sup>th</sup> day of October, 2021.

GRANTOR:

GRANTEE:

  
\_\_\_\_\_  
GREGORY PULLEY

  
\_\_\_\_\_  
JUSTIN L. WERNER

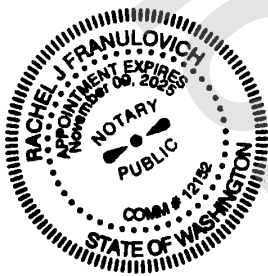
  
\_\_\_\_\_  
KATIE PULLEY

  
\_\_\_\_\_  
ROBERT D. GUTHRIE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that GREGORY PULLEY is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: November 5, 2021.



*Rachel J. Franulovich*  
(Signature of Notary)

RACHEL FRANULOVICH

(Legibly Print or Type Name of Notary)

My appointment expires: 11-09-2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that KATIE PULLEY is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: November 5, 2021.



*Rachel J. Franulovich*  
(Signature of Notary)

RACHEL FRANULOVICH

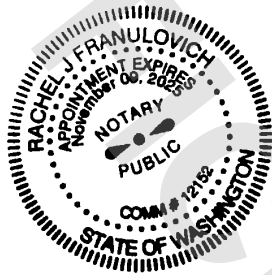
(Legibly Print or Type Name of Notary)

My appointment expires: 11-09-2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JUSTIN L. WERNER is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: October 28, 2021.



*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Notary)

RACHEL FRANULOVICH

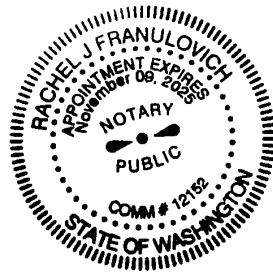
\_\_\_\_\_  
(Legibly Print or Type Name of Notary)

My appointment expires: 11-09-2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ROBERT D. GUTHRIE is the person who appeared before me, and said person acknowledged that she signed this instrument, and acknowledged it to be her free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: October 28, 2021.



*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature of Notary)

RACHEL FRANULOVICH

\_\_\_\_\_  
(Legibly Print or Type Name of Notary)

My appointment expires: 11-09-2025