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04/27/2022 09:36 AM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Spring Meadows, LLC
P.O. Box 650
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY *Bern Thompson*

DATE *4-27-22*

RECIPROCAL UTILITY EASEMENT

GRANTOR: SPRING MEADOWS, LLC,
a Washington limited liability company

GRANTEE: SPRING MEADOWS, LLC,
a Washington limited liability company

Abbreviated Legals: Lots 1, 2, 3, & 4 of the City of Burlington BSP 1-00, AFN 200003030001;
Ptn NW ¼ NW ¼ Section 8, Township 34 N, Range 4 EWM

Additional Legals on pages: 1, 2, 3, 4, and 5

Assessor's Tax Parcel Nos.: 8026-000-001-0000 / P116509
8026-000-002-0000 / P116510
8026-000-003-0000 / P116511
8026-000-004-0000 / P116512

THIS AGREEMENT is made and entered into this *25th* day of April, 2022, by SPRING MEADOWS, L.L.C., a Washington limited liability company (hereinafter "Grantor SPRING"; "Grantee SPRING"; or "SPRING")

I. DESCRIPTION OF PROPERTY

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

Lot 1 of the City of Burlington Binding Site Plan, 1-00, approved March 1, 2000, and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8,

Reciprocal Utility Easement
Lots 1-4
Page - 1 -

Township 34 North, Range 4 East, W.M.

TOGETHER WITH that portion of Lot 2 of said Binding Site Plan described as follows:

Beginning at the Northwest corner of said Lot 2;
thence South 0°09'29" East, along the West line of said Lot 2, a distance of 36.14 feet;
thence North 88°40'21" East 174.30 feet, more or less, to the East line of said Lot 2;
thence North 1°19'39" West, along the East line thereof, 36.13 feet to the Northeast corner of said Lot 2;
thence South 88°40'21" West 173.57 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.

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

Lot 2 of the City of Burlington Binding Site Plan, 1-00, approved March 1, 2000, and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, W.M.

EXCEPT that portion of said Lot 2 beginning at the Northwest corner of said Lot 2;
thence South 0°09'29" East, along the West line of said Lot 2, a distance of 36.14 feet;
thence North 88°40'21" East 174.30 feet, more or less, to the East line of said Lot 2;
thence North 1°19'39" West, along the East line thereof, 36.13 feet to the Northeast corner of said Lot 2;
thence South 88°40'21" West 173.57 feet, more or less, to the point of beginning.

EXCEPT that portion of said Lot 2 beginning at the Southwest corner of said Lot 2;
thence North 88°40'21" East, along the South line thereof, 127.12 feet;
thence North 89°47'25" West 127.09 feet, to the West line of said Lot 2;
thence South 0°09'29" East, along said line, 3.41 feet to the point of beginning,

TOGETHER WITH that portion of Lot 3 of said Binding Site Plan, commencing at the Northwest corner of said Lot 3;
thence North 88°40'21" East, along the North line thereof, 127.12 feet to the TRUE POINT OF BEGINNING;

thence continue North 88°40'21" East 51.54 feet to the Northeast corner of said Lot 3;
thence South 0°12'35" West, along the East line thereof, 1.38 feet to a point which lies
South 89°47'25" East from the true point of beginning;
thence North 89°47'25" West 51.52 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTOR SPRING and GRANTEE SPRING is the owner of the following described real property located in Skagit County, Washington (the "SPRING Burdened and Benefited Parcel "C"):

Lot 3 of the City of Burlington Binding Site Plan, 1-00, approved March 1, 2000, and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, W.M.

TOGETHER WITH that portion of Lot 2 of said Binding Site Plan beginning at the Southwest corner of said Lot 2;
thence North 88°40'21" East, along the South line thereof, 127.12 feet;
thence North 89°47'25" West 127.09 feet, to the West line of said Lot 2;
thence South 0°09'29" East, along said line, 3.41 feet to the point of beginning,

EXCEPT that portion of said Lot 3 commencing at the Northwest corner of said Lot 3;
thence North 88°40'21" East, along the North line thereof, 127.12 feet to the TRUE POINT OF BEGINNING;
thence continue North 88°40'21" East 51.54 feet to the Northeast corner of said Lot 3;
thence South 0°12'35" West, along the East line thereof, 1.38 feet to a point which lies South 89°47'25": East from the true point of beginning;
thence North 89°47'25" West 51.52 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of Lot 4 of said Binding Site Plan beginning at the Northwest corner of said Lot 4;
thence South 0°09'29" East, along the West line thereof, 8.23 feet;
thence South 89°47'25" East 177.17 feet to the East line of said Lot 4;
thence North 0°12'35" East, along the East line thereof, 12.99 feet to the Northeast corner of said Lot 4;
thence South 88°40;'21" West 177.29 feet to the point of beginning.
Situating in Skagit County, Washington.

AND WHEREAS, GRANTOR SPRING and GRANTEE SPRING is the owner of the following described real property located in Skagit County, Washington (the "SPRING Burdened and

Benefited Parcel "D"):

Lot 4 of the City of Burlington Binding Site Plan, 1-00, approved March 1, 2000, and recorded March 3, 2000, under Auditor's File No. 200003030001, being a portion of the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, W.M.

EXCEPT that portion of said Lot 4 of said Binding Site Plan beginning at the Northwest corner of Lot 4;
thence South 0°09'29" East, along the West line thereof, 8.23 feet;
thence South 89°47'25" East 177.17 feet to the East line of said Lot 4;
thence North 0°12'35" East, along the East line thereof, 12.99 feet to the Northeast corner of said Lot 4;
thence South 88°40'21" West 177.29 feet to the point of beginning.

Situated in Skagit County, Washington.

II. GRANT OF EASEMENTS

NOW THEREFORE, THE UNDERSIGNED GRANTORS, in consideration of the mutual covenants contained herein and mutual easements granted between the Grantors and Grantees, the receipt and sufficiency of which consideration is hereby acknowledged, convey and quit claim to GRANTEES, including any after acquired title, the following described easements for utilities:

III. DESCRIPTION OF EASEMENTS FOR UTILITIES

1. Description of Easements

Perpetual, non-exclusive easements over, under and across the easement area defined below for utilities, including but in no way limited to the purpose of connecting to, installing, maintaining and repairing any and all utilities for water, power, sanitary sewer, storm water, drainage, cable, phone, gas and all other utilities of any nature whatsoever. All utilities must be placed underground. The scope of the easement granted herein shall also include, burden and attach to any additional real property that is located adjacent and to the south of Lot 4, whether joined to Lot 4 by boundary line adjustment or otherwise aggregated with Lot 4 at any time in the future.

2. Easement Area

That portion of Boundary Line Adjustment Approved on December 10, 2007, and recorded on December 17, 2007 under Skagit County Auditor's File No. 200712170150 in the Northwest Quarter of the Northwest Quarter of Section 8, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

The Westerly 45.00 feet of Lots 1-4 of said Boundary Line Adjustment.

Situate in the County of Skagit, State of Washington.

A map showing the general location of the Easement Area is attached hereto as Exhibit "A".

IV. GENERAL PROVISIONS

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

Grantees hereby agree to indemnify and hold harmless Grantors, and their 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 by Grantees and/or Grantees' residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees and/or this Easement.

In the event that the Grantees and/or Grantees' residents, employees, customers, invitees, guests, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantees, cause identifiable damage to the Grantors' personal or real property, the Easement Area, and/or any improvements thereon, then the Grantee associated with such damage, shall, as soon as is reasonably possible, immediately restore the Grantors' personal and real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

Grantors shall have no obligation to maintain the Easement Area or any improvements thereon.

This agreement shall be construed and governed by the laws of the State of Washington.

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

This Agreement is the entire understanding between the parties with respect to the easement described herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision in this Agreement may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by all parties and then, only to the extent set forth in such instrument.

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.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

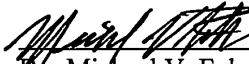
Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

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

Dated this 25th day of APRIL, 2022.

GRANTOR

SPRING MEADOWS, LLC,
a Washington limited liability company

 MANAGER
By: Michael V. Fohn
Its: Manager

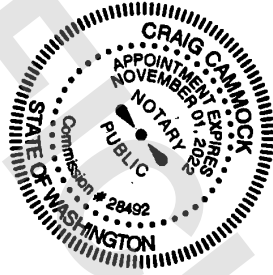
GRANTEE

SPRING MEADOWS, LLC,
a Washington limited liability company

 MANAGER
By: Michael V. Fohn
Its: Manager

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MICHAEL V. FOHN 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 MANAGER of SPRING MEADOWS, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: April 25 2022

(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

Exhibit "A"
(Map of Easement Area)

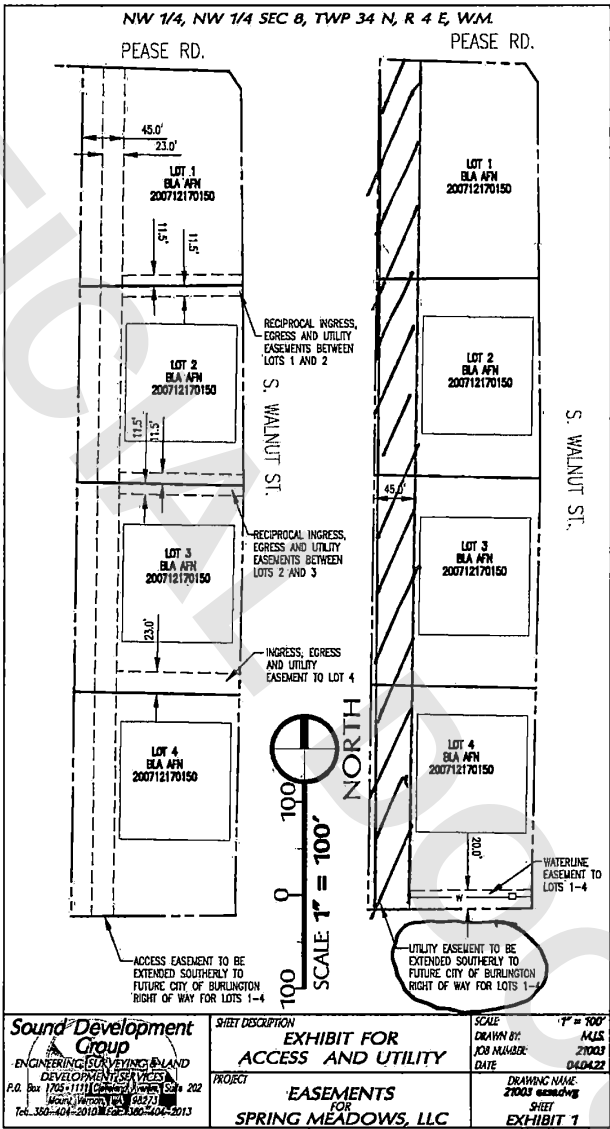


Exhibit "A"