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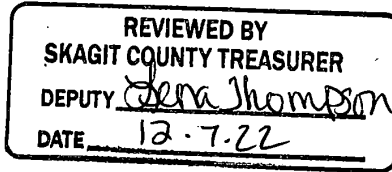
12/07/2022 09:49 AM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

AFTER RECORDING MAIL TO:

Nathan McAllister, Attorney at Law, PS

1313 E. Maple St., Ste. 208

Bellingham, WA 98225



GRANT OF EASEMENT

GRANTOR: Greg Johnson

GRANTEE: Douglas Park

ABB'D LEGAL: S9-T36-R31

PARCLELS AFFECTED: P133557 & P47720 & P47729

DATED: 10/15, 2022

BETWEEN Greg Johnson, as Grantor, and Douglas Park, as Grantee

FOR THE GRANT OF AN EASEMENT: The GRANTOR grants an Easement to GRANTEE, allowing the GRANTEE a 12 foot pathway as described in Exhibit A (the "Easement Path"), through the Real Property described in Exhibit B, ("the Premises" or "burdened estate").

The Easement Path is a path through which a water catch basin's piping shall run. A diagram and description of the Easement location is attached as Exhibit A. The dominant estate, for purposes of this easement, is that Real Property owned by GRANTEE and more particularly described on Exhibit C ("dominant estate"). It is intended that the Premises is and always has been the burdened estate.

This Easement is subject to the following additional terms to which the parties agree:

- 1. Use of the Easement Path.
 - (a). GRANTEES shall use the Easement Path for purposes of piping to connect to a water catch basin.
 - (b). GRANTEE shall make no alterations, additions, or improvements to the Easement Path without GRANTORS' prior written consent.

2. GRANTEE'S Responsibilities and Liabilities.

GRANTEE shall not allow any liens to attach to the Premises as a result of its activities. GRANTEE shall indemnify and defend GRANTORS from any claim, liability, damage, or loss arising out of any activity on the Easement Path by GRANTEE, its agents, or invitees or resulting from GRANTEE'S failure to comply with any term of this Easement. The GRANTEE shall keep and maintain any equipment on the Easement Path in good working order.

8. Term and Extinguishment of Easement. This Easement shall be perpetual, shall run with the land, and bind the heirs and successors of the Premises.

9. Mortgage or Sale by GRANTORS.

(a). This Easement is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this Easement and affecting the Easement Path and the land upon which the Easement Path is located.

(b). Either party shall within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this Easement has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Easement is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

10. Severability.

If any provision of this Easement is held to be invalid, unenforceable or illegal the remaining provisions shall not be affected and shall be enforced to the fullest extent permitted by law.

11. General Provisions.

(a). Waiver by either party of strict performance of any provision of this Easement shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

(b). GRANTOR shall have the right to enter upon the Easement Path, at any time to determine GRANTEE'S compliance with this Easement, to make necessary repairs or maintenance to the Easement Path, in the event GRANTEE fails to do so.

12. Notices.

Notices between the parties relating to this Easement shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Easement or to such other address as either party may specify by notice to the other.

12. Grantee's Obligation to Maintain Easement Path.

The dominant estate holder shall have the obligation to keep and maintain the Easement. Should any improvement be necessary to the Easement, the dominant estate holder shall bear the cost of the same.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first written above

GRANTOR:

[Signature]
GREG JOHNSON

GRANTEE:

[Signature]
DOUGLAS PARK

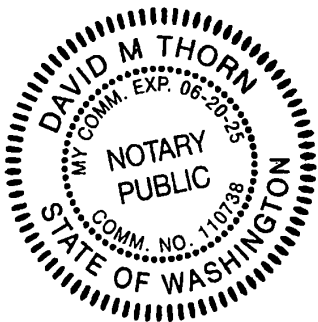
STATE OF WASHINGTON)

COUNTY OF WHATCOM)

) ss.

I certify that I know or have satisfactory evidence that Douglas Park, as Grantee, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATE: 10/15/22, 2022



[Signature]
Notary Public for Washington State.
My commission expires: 6/20/25

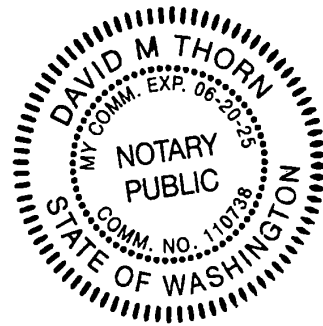
STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Greg Johnson, as Grantor, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATE: 10/15, 2022.



Notary Public for Washington State.
My commission expires: 6/20/25



UNOFFICIAL DOCUMENT

EXHIBIT A

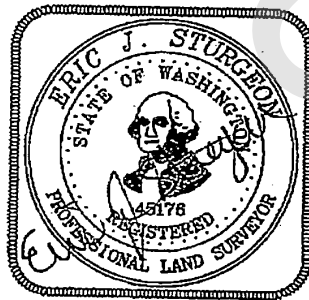
LEGAL DESCRIPTION FOR A WATER LINE EASEMENT

A PERMANENT NON-EXCLUSIVE EASEMENT SOLELY FOR AND LIMITED TO ACCESS, MAINTENANCE AND USE OF A WATER COLLECTOR AND CONNECTED PIPE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF REAL PROPERTY SITUATED IN THE COMMUNITY OF BOW, SKAGIT COUNTY, WASHINGTON, ASSESSOR'S PARCEL NUMBER P47729, SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 3 EAST OF W.M., BEING A STRIP OF LAND, 12.00 FEET WIDE, 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NUMBER 133557, ALSO BEING THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 3 EAST OF W.M.; THENCE SOUTH $00^{\circ}16'10''$ WEST, 2.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $55^{\circ}08'42''$ EAST, 32.72 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT FOR A CURVE LENGTH OF 68.11 FEET, HAVING A RADIUS OF 58.00 FEET, THE CENTER POINT OF WHICH BEARS SOUTH $34^{\circ}51'18''$ EAST THROUGH A CENTRAL ANGLE OF $67^{\circ}17'08''$ TO A POINT OF TANGENCY; THENCE SOUTH $57^{\circ}34'10''$ EAST, 80.00 FEET TO THE TERMINUS OF SAID CENTERLINE AND EASEMENT.

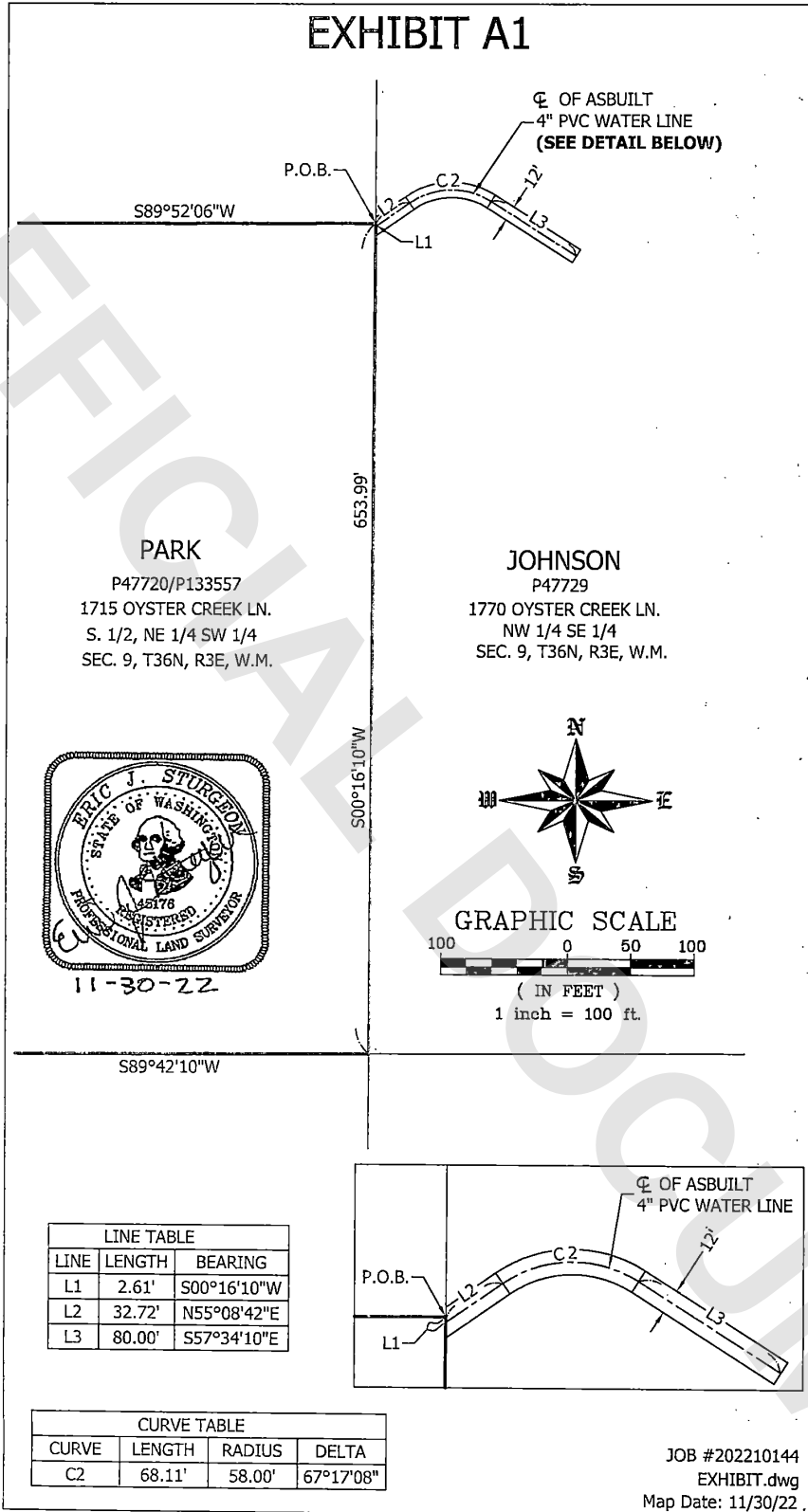
SITUATE IN SKAGIT COUNTY, WASHINGTON.



11-30-22

JOB #202210144
EXHIBIT.dwg
Map Date: 11/30/22

EXHIBIT A1



AFTER RECORDING MAIL TO:
Greg S. Johnson
8505 129th Avenue SE
Newcastle, WA 98056



200206110134
Skagit County Auditor
6/11/2002 Page 1 of 1 3:41PM

Exhibit

B

Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: S-100648-E

Statutory Warranty Deed

Grantor(s): John M. Brazier
Grantee(s): Greg S. Johnson
Abbreviated Legal: NW 1/4 of SE 1/4, 9-36-3 E W.M.
Additional legal(s) on page:
Assessor's Tax Parcel Number(s): 360309-4-002-0006/P47729

THE GRANTOR JOHN M. BRAZIER, an unmarried man
for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to GREG S. JOHNSON, an unmarried man
the following described real estate, situated in the County of Skagit, State of Washington:
The Northwest 1/4 of the Southeast 1/4 of Section 9, Township 36 North,
Range 3 East, W.M.

Situates in the County of Skagit, State of Washington.
Together with a non-exclusive easement over and across existing roads in
a portion of the Southeast 1/4 of the Southwest 1/4 as granted by
instrument recorded May 4, 1980, under Auditor's File No. 8003040034,
records of Skagit County, Washington.

Date: this 24th day of May, 2002

By John M. Brazier
John M. Brazier

#2577
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

By _____

JUN 11 2002

STATE OF WASHINGTON
County of HERE SS:

Amount Paid \$ 1000.00
Skagit Co. Treasurer
By [Signature] Resmy

I certify that I know or have satisfactory evidence that John M. Brazier
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 for the uses and purposes mentioned in the instrument.

Dated: June 7, 2002

Daphne S. Young
Notary Public in and for the State of WASHINGTON

Residing at TACOMA

My appointment expires: 2/1/06



Exhibit

C

PARCEL A:
The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 9, Township 36 North, Range 3 East, W.M. Situated in Skagit County, Washington.

PARCEL B:
A non-exclusive easement for road purposes over and across an existing road in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and Government Lot 2 in Section 16, Township 36 North, Range 3 East, W.M., more particularly set forth in documents dated September 28, 1984, April -, 1985 and November 8, 1985, and recorded October 2, 1984, June 19, 1985 and December 23, 1985, under Auditor's File Nos. 8410020068, 8508190058 and 8512230041. TOGETHER WITH a non-exclusive easement for right of way and road purposes over and across that certain strip of land 50 feet in width being 25 feet on each side of the centerline of that certain truck logging road used by the Samish Bay Logging Company, as said road existed on January 16, 1926, over and across the South $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 9, Township 36 North, Range 3 East, W.M., and over and across Government Lots 1 and 2 in Section 16, Township 36 North, Range 3 East, W.M., as established by Warranty Deed dated January 16, 1926 and recorded January 22, 1926, under Auditor's File No. 198907, in Volume 138 of Deeds, page 485, records of Skagit County, Washington, and as confirmed in Skagit County Superior Court Cause No. 96-2-00165-7. ALSO TOGETHER WITH a non-exclusive easement over and across the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 36 North, Range 3 East, W.M., as established by instrument recorded November 7, 1985, under Auditor's File No. 8511070003. ALSO, TOGETHER WITH a non-exclusive easement for road and utilities as described in Addendum Easement Agreement between Jacques Mouchino and Rock Point Oyster Co., Inc., recorded July 16, 1990, under Auditor's File No. 9007160097. Situated in Skagit County, Washington.

The P.