UNOFFICIAL DOCUMENT

202105050119
05/05/2021 01:24 PM Pages: 1 of 3 Fees: $105.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 05 2021

Amount Paid $
Skagit Co. Treasurer
By Deputy

RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 4th day of May, 2021, between **CITY OF BURLINGTON**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority to do all things necessary or proper in the construction and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at any time pipe(s), line(s) or related facilities, along with necessary appurtenances for the transportation and control of water, sewer, electrical, and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

AN EASEMENT 20 FEET WIDE AND 66.82 FEET LONG AND DESCRIBED AS THE EAST 66.82 FEET OF THE NORTH 20 FEET OF THE SOUTH 83.09 FEET OF THE FOLLOWING DESCRIBED PARCEL (SEE EXHIBIT A – EASEMENT MAP):

Tax Parcel Number: P62849

THAT PORTION OF TRACT 85, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 85, WHICH IS NORTH 88 DEGREES 55' WEST, 1212.4 FEET AND 30 FEET NORTH OF THE SOUTH ¼ CORNER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE SOUTHWEST CORNER OF THAT TRACT CONVEYED TO JOSEPH PAULI AND ETHEL PAULI, HUSBAND AND WIFE, BY DEED DATED DECEMBER 26, 1958, UNDER AUDITOR'S FILE NO. 574035; THENCE NORTH ALONG THE WEST LINE OF THE PAULI TRACE, 629.3 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID TRACT 85 AND THE TERMINAL POINT OF SAID LINE BEING HEREBY DESCRIBED.

Grantor(s) authorizes the District the right of ingress and egress from said lands of the Grantor(s). The Grantor(s) also gives the District permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) in the described easement for the purposes of the activities listed above, as well as the right to cut, trim and/or remove vegetation which, in the opinion of the District, constitutes a menace or danger to said pipe(s), line(s) or related facilities, and/or to persons or property by reason of proximity to the line. The Grantor(s) agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor(s), their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor(s) shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantor(s) also agree to and with the District and warrant that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

GRANTOR:

DATED this 4th day of May, 2021.

CITY OF BURLINGTON
SKAGIT COUNTY, WASHINGTON

Steve Sexton, Mayor

Attest:

I certify that I know or have satisfactory evidence that **Steve Sexton** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was/were authorized execute the instrument and acknowledged it as **Mayor of Burlington**, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Date: 5-4-2021

(Signature) Shelley Acero
Notary Public in and for the State of Washington
(Printed Name) Shelley Acero
My appointment expires: 10-22-2023

SHELLEY ACERO NOTARY PUBLIC STATE OF WASHINGTON COMM. #97683 MY COMM. EXP. 10-22-2023

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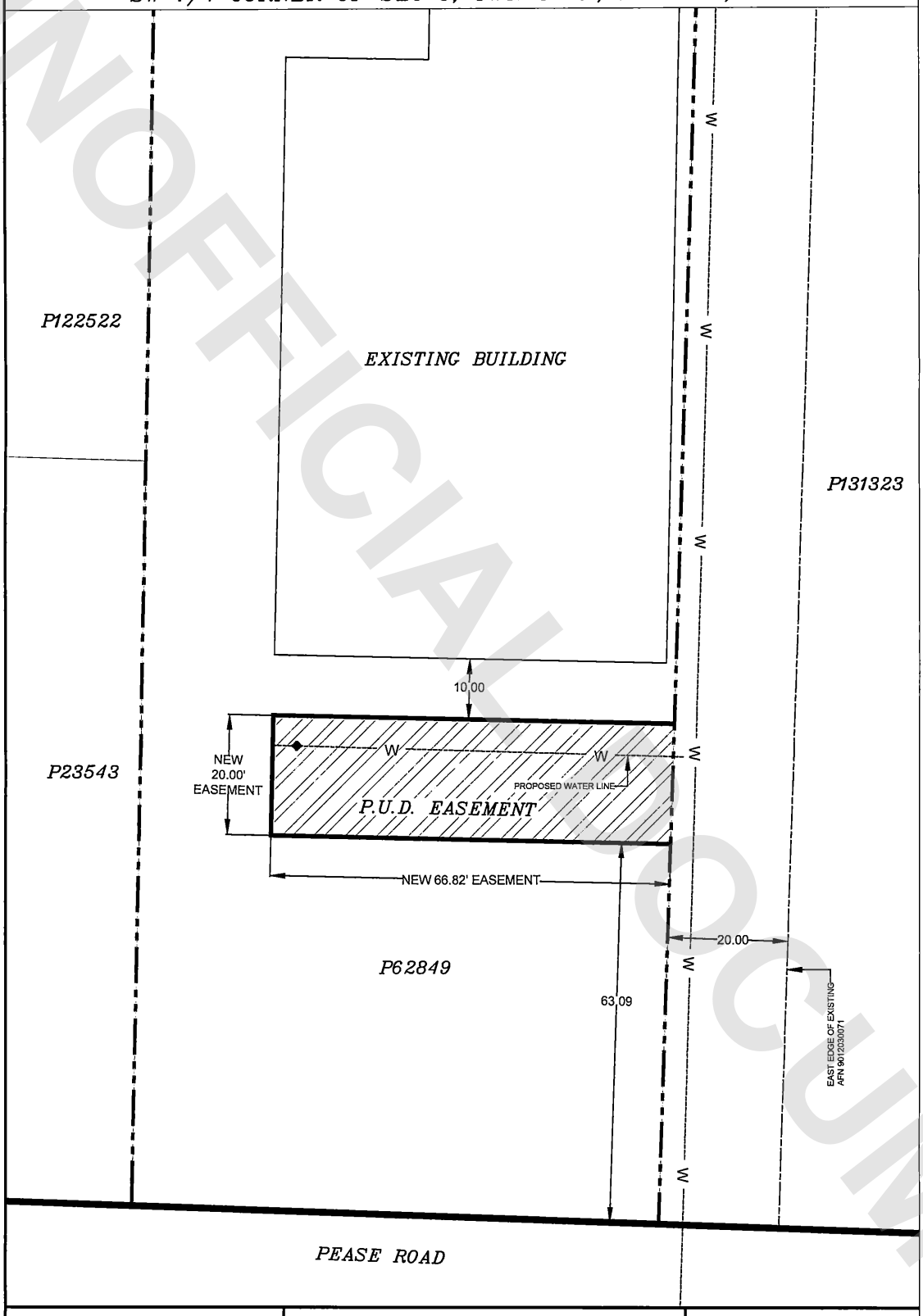
EXHIBIT "A"

SW 1/4 CORNER OF SEC 5, TWN 34 N, RNG 4 E, W.M.



N

0' 20' 40'

SCALE: 1" = 20'

SHEET DESCRIPTION	UTILITIY EASEMENT EXHIBIT
SCALE:	1" = 20'
DRAWN BY:	R. SPURRIER
JOB NUMBER:	CP6482
DATE:	MAY 4TH, 2021
PROJECT	FOR 465 PEASE ROAD
DRAWING NAME	465 PEASE EASEMENT SHEET #1