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08/18/2026 02:49 PM Pages: 1 of 6 Fees: $308.50
Skagit County Auditor

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY
DATE 8/18/2026

PUD UTILITY EASEMENT

Reference #:
Grantor: Gateway Village, LLC; Sedro Woolley, LLC
Grantee: Public Utility District No. 1 of Skagit County
Short Legal: Portion of Section 23, Township 35 North, Range 4 W.W.M.
Assessor's Tax Parcel: P37331, P37206, & P120424

THIS AGREEMENT is made this 14th day of August, 2026, between **GATEWAY VILLAGE LLC** and **SEDRO WOOLLEY LLC**, 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 permanent, perpetual, non-exclusive rights and privileges along, over, within, across, under, through, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of good and valuable consideration, receipt and sufficiency 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, placement, installation, maintenance, use, operation, and retirement of water, sewer, electrical, and communication lines and/or other similar public service related facilities as authorized by Title 54 RCW "Public Utility Districts". This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to, locate and abandon 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 over, across, along, through, upon, in and under the following described lands and premises (the "Property" herein) in the County of Skagit, State of Washington, to wit:

Parcel Numbers P37331, P37206, & P120424

See Exhibit A attached hereto and by this reference made a part hereof

Except as may be otherwise set forth herein, the District's rights shall be exercised on the easement area described as follows:

See Exhibit B – Easement Description and Exhibit C – Easement Map

Grantor(s) authorizes the District, its contractor/sub-contractors, consultants, agents, successors or assigns, 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.

Following initial installation, repair, maintenance or extension of its facilities, the District shall, to the extent reasonably practicable, restore landscaping, surfaces and portions of the Property affected by the District's work to the condition existing immediately prior to such work. The District shall use good faith

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efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of the District's work.

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. Fences constructed across the easement area shall have gates or removable sections installed not less than twelve feet wide.

The District agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of the District or its contractors in the exercise of the rights herein granted, but nothing herein shall require the District to indemnify the Grantor for that portion of any such liability attributable to the negligence of the Grantor or the negligence or others.

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.

The rights herein granted shall continue until such time as the District terminates such right by written instrument. No termination shall be deemed to have occurred by the District's failure to install its systems on the easement area.

The District shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement to any public or private utility.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 14th day of August, 2026.

Managing Member
Print Title

Signature

Robert W. Janicki
Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Robert W. Janicki** 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 **Managing Member** of **Gateway Village, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 8-14-2026

(Signature) Carrie Veldman
Notary Public in and for the State of Washington
(Printed Name) Carrie Veldman
My appointment expires: 4.30.2027

NOTARY PUBLIC
STATE OF WASHINGTON
CARRIE M VELDMAN
License # 152680
Commission Expires
April 30th, 2027

STATE OF WASHINGTON

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COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Robert W. Janicki** 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 **Managing Member** of **Sedro Woolley, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 8-14-2026

(Signature) Carrie Veldman
Notary Public in and for the State of Washington
(Printed Name) Carrie Veldman
My appointment expires: 4.30.2027

NOTARY PUBLIC
STATE OF WASHINGTON
CARRIE M VELDMAN
License # 152680
Commission Expires
April 30th, 2027

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EXHIBIT "A"

PARENT PARCEL LEGAL DESCRIPTIONS

P37331
THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE NORTH 0° 59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 877.54 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 0° 59' 30" EAST ALONG SAID EAST LINE A DISTANCE OF 438.23 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 89° 26' 04" WEST ALONG SAID NORTH LINE 420.71 FEET;
THENCE SOUTH 0° 59' 30" WEST 33.66 FEET;
THENCE SOUTH 89° 00' 13" EAST 9.99 FEET;
THENCE SOUTH 0° 59' 45" WEST 160.00 FEET;
THENCE NORTH 89° 00' 15" WEST 9.98 FEET;
THENCE SOUTH 0° 59' 30" WEST 290.85 FEET;
THENCE SOUTH 89° 00' 30" EAST 229.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.50 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.78 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";
THENCE NORTH 53° 30' 21" EAST 25.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 94.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.50 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";
THENCE SOUTH 89° 00' 30" EAST 71.08 FEET TO THE POINT OF BEGINNING.

P37206
THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, THENCE NORTH 0° 59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 501.13 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89° 56' 10" WEST 636.17 FEET;
THENCE NORTH 0° 59' 12" EAST, PARALLEL WITH THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 821.63 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 89° 26' 04" EAST ALONG SAID NORTH LINE A DISTANCE OF 215.44 FEET;
THENCE SOUTH 0° 59' 30" WEST 33.66 FEET;
THENCE SOUTH 89° 00' 13" EAST 9.99 FEET;
THENCE SOUTH 0° 59' 45" WEST 160.00 FEET;
THENCE NORTH 89° 00' 15" WEST 9.98 FEET;
THENCE SOUTH 0° 59' 30" WEST 290.85 FEET;
THENCE SOUTH 89° 00' 30" EAST 229.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 71.50 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.78 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";
THENCE NORTH 53° 30' 21" EAST 25.04 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 94.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 61.50 FEET THROUGH A CENTRAL ANGLE OF 37° 29' 10";
THENCE SOUTH 89° 00' 30" EAST 71.08 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 0° 59' 30" WEST ALONG SAID EAST LINE 376.41 FEET TO THE POINT OF BEGINNING.

P120424
TRACT R, GATEWAY BINDING SITE PLAN, AS APPROVED APRIL 7, 2003, AND RECORDED MAY 19, 2003, RECORDED UNDER AUDITOR'S FILE No.200305190183, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.

ALL SITUATE WITHIN THE CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON



PREPARED BY NORTHWEST SURVEYING & GPS, INC., 407 5TH STREET, LYNDEN, WA. 98264

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EXHIBIT "B"

LEGAL DESCRIPTION P.U.D. EASEMENT

A P.U.D. EASEMENT LYING OVER, UNDER AND ACROSS A PORTION OF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°59' 30" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 910.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY-SIX (26) COURSES:

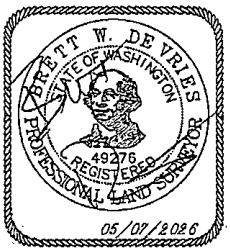
Course	Bearing	Distance
E1	N 89°00'30" W	114.70'
E2	N 00°59'30" E	242.14'
E3	N 44°00'30" W	14.17'
E4	N 89°00'30" W	235.25'
E5	N 00°59'30" E	120.17'
E6	N 89°00'30" W	68.09'
E7	N 00°59'30" E	20.00'
E8	S 89°00'30" E	88.09'
E9	S 00°59'30" W	17.80'
E10	S 89°00'30" E	9.59'
E11	S 00°59'30" W	10.00'
E12	N 89°00'30" W	9.59'
E13	S 00°59'30" W	92.38'
E14	S 89°00'30" E	223.53'
E15	S 44°00'30" E	30.74'
E16	S 00°59'30" W	14.11'
E17	S 89°00'30" E	8.18'
E18	S 00°59'30" W	30.95'
E19	N 89°00'30" W	8.18'
E20	S 00°59'30" W	161.21'
E21	S 89°00'30" E	3.03'
E22	S 00°59'30" W	10.15'
E23	S 89°00'30" E	23.99'
E24	S 00°59'30" W	14.00'
E25	S 89°00'30" E	77.68'
E26	S 00°59'30" W	20.00'
E26	N 89°00'30" W	10.00'

TO THE TRUE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 16,776 SF.

AS DEPICTED ON EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



PREPARED BY NORTHWEST SURVEYING & GPS, INC., 407 5TH STREET, LYNDEN, WA. 98264

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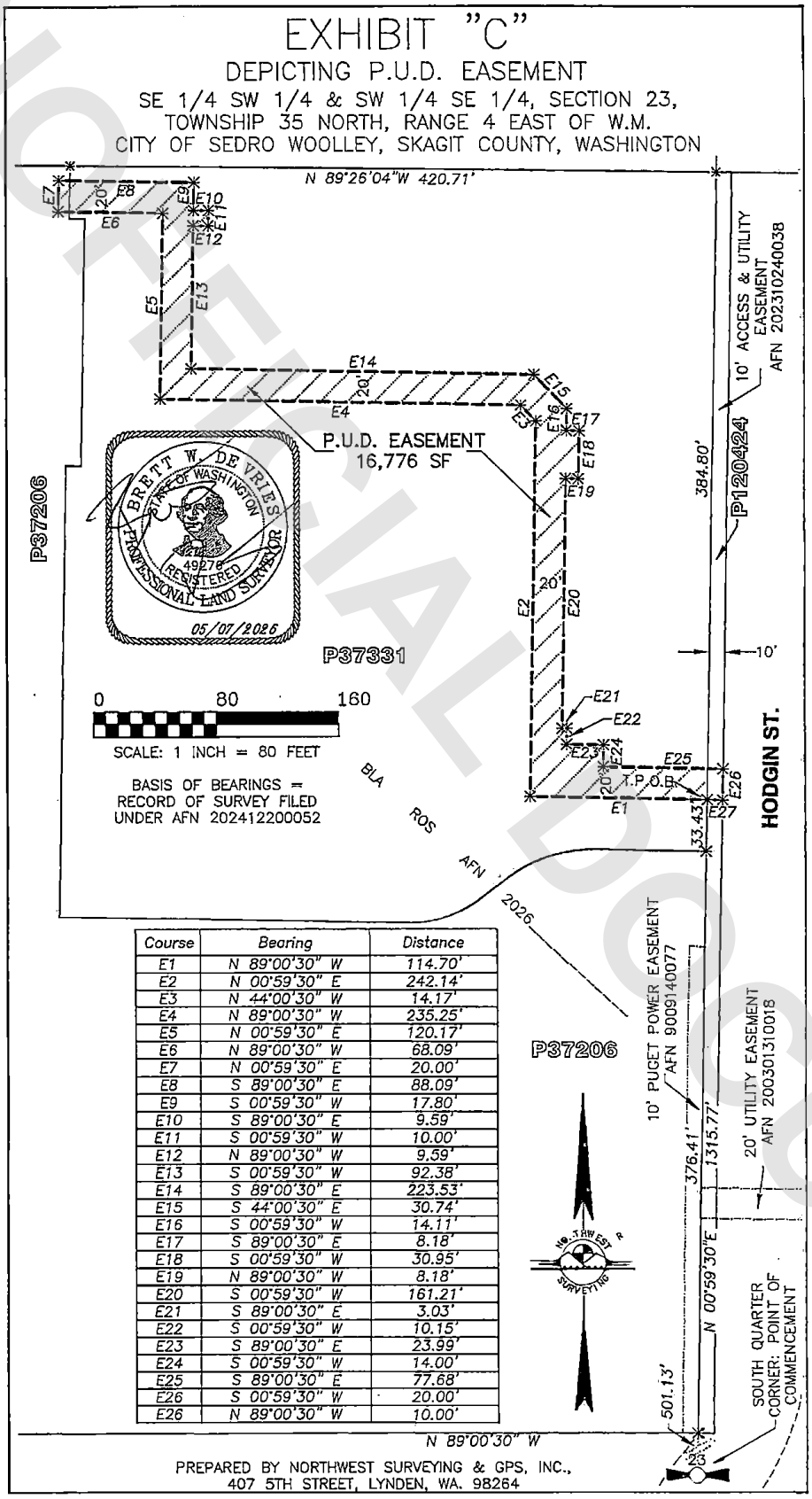
EXHIBIT "C"

DEPICTING P.U.D. EASEMENT

SE 1/4 SW 1/4 & SW 1/4 SE 1/4, SECTION 23,
TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.
CITY OF SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON



Course	Bearing	Distance
E1	N 89°00'30" W	114.70'
E2	N 00°59'30" E	242.14'
E3	N 44°00'30" W	14.17'
E4	N 89°00'30" W	235.25'
E5	N 00°59'30" E	120.17'
E6	N 89°00'30" W	68.09'
E7	N 00°59'30" E	20.00'
E8	S 89°00'30" E	88.09'
E9	S 00°59'30" W	17.80'
E10	S 89°00'30" E	9.59'
E11	S 00°59'30" W	10.00'
E12	N 89°00'30" W	9.59'
E13	S 00°59'30" W	92.38'
E14	S 89°00'30" E	223.53'
E15	S 44°00'30" E	30.74'
E16	S 00°59'30" W	14.11'
E17	S 89°00'30" E	8.18'
E18	S 00°59'30" W	30.95'
E19	N 89°00'30" W	8.18'
E20	S 00°59'30" W	161.21'
E21	S 89°00'30" E	3.03'
E22	S 00°59'30" W	10.15'
E23	S 89°00'30" E	23.99'
E24	S 00°59'30" W	14.00'
E25	S 89°00'30" E	77.68'
E26	S 00°59'30" W	20.00'
E26	N 89°00'30" W	10.00'

PREPARED BY NORTHWEST SURVEYING & GPS, INC.,
407 5TH STREET, LYNDEN, WA. 98264