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Skagit County Auditor

\$77.00

2/1/2018 Page

1 of

4 2:30PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 01 2018

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy**RETURN TO:***Public Utility District No. 1 of Skagit County*
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 30TH day of JANUARY, 2018, between **DANIEL S. LEFEBER**, a single man, 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) is the owner 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.

WHEREAS, on August 16, 2017 District was granted an easement more particularly described in the PUD Utility Easement recorded August 18, 2017 under Auditor's File No. 201708180058 ("Original Easement"). The parties desire to acknowledge a change in circumstances on the Property, and explicitly *extinguish the Original Easement* and any other prior easement at the time of execution and recording of the new easement recited below. It is the intent of the parties that new easement recited below replace the Original Easement and the Original Easement extinguished.

NOW, THEREFORE, the Grantor(s) 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:

Tax Parcel Number: P23314 / 340401-0-038-0001

Legal Description:

Survey recorded AF#200408090127, Parcel "A" (Parcel 1, AF#200011170114):

That portion of Government lot 6 in Section 1, Township 34 North, Range 4 East, W.M., lying Westerly of the Westerly line of the Northern Pacific Railway Company right-of-way, Easterly of the Easterly line of the paved State Road, and Southerly of a fence which runs between a point on said Westerly line of said railway which is 549.7 feet Northerly of the point of intersection of said Westerly line with the Easterly line of said paved State Road (said "Point of Intersection" having been identified on the record as being 332 1/2 feet East and 1139 feet South of the intersection of the center lines of the Pickering and State Roads), and a point on said Easterly line of said road which is 537 feet Northerly of said point of intersection;

EXCEPT that portion of said property, if any, lying within the boundaries of a tract conveyed to Lois W. McAdow by deed dated March 16, 1950 and filed April 12, 1954, as File No. 500211.

EXCEPTING from the above premises the North 162 feet thereof and the South 210 feet thereof.

Situated in Skagit County, Washington.

ALSO TOGETHER with Parcel "B":

That portion of the West 50 feet of the former railroad right-of-way described below lying between the North and South boundaries of the property described herein extended Easterly 50 feet, more or less, to the centerline of the former railroad right-of-way parcel:

That portion of Government Lots 2 and 6, Section 1, Township 34 North, Range 4 East, W.M., and that portion of the Southwest ¼ of the Southeast ¼, and of the East 1/2 of the Southwest ¼, and of the Southeast ¼ of the Northwest ¼, all in Section 36, Township 36 North, Range 4 East, W.M., described as follows:

A strip of land 100.00 feet in width as conveyed to the Seattle Lake Shore and Eastern Railway Company by instruments recorded in Volume 10 of Deeds, page 32, on January 22, 1890, and as conveyed to the S. & I. railway company by instrument recorded in Volume 37 of Deeds, page 227, on March 21, 1899, records of Skagit County, Washington.

EXCEPT any portion conveyed to Robert L. Mumford by instrument recorded in Volume 532 of Official Records, page 70, under Auditor's File No. 8309390021.

ALSO EXCEPT from Parcels "A" and "B", the following described Tract:

Beginning at the intersection of the East line of State Highway No. 9 with the Northwest corner of Parcel "A" of those premises conveyed to Errol Hanson by Deed recorded November 12, 1999, under Auditor's File No. 199911120059; thence Northerly along said West line a distance of 24 feet 5 inches; thence Easterly to a point on the centerline of the 100 foot wide strip of land conveyed to the Seattle, Lake Shore and Eastern Railway Company by instrument recorded January 22, 1890 in Volume 10 of Deeds, page 32, which is 21 feet 6 inches North of the Northeast corner of Parcel "B" of the above referenced Hanson Deed; thence Southerly along said centerline 21 feet 6 inches to said Northeast corner of Parcel "B"; thence Westerly along the Northerly line of said Parcel "B" and said Parcel "A" to the point of beginning.

Situated in Skagit County, Washington.

ALSO TOGETHER with Parcel "C" (Parcel 2, AF#200207180088):

The North 145.37 feet (as measured along the west line) of the following described parcel:

That portion of the East 50 feet of a strip of land 100 feet in width through Government Lot 5, Section 1, Township 34 North, Range 4 East, W.M., as conveyed to the Seattle Lake Shore and Eastern Railway Company by deed recorded January 22, 1890, in Volume 10 of Deeds, page 32, records of Skagit County, Washington, lying Southerly of the Southerly line of that portion of said 100 foot strip conveyed to Jack R. Moore, by deed recorded June 25, 1990, under Auditor's File No. 9006260012, records of County and State.

EXCEPT that portion, if any, lying within State Highway 9 and Front Street.

Situated in Skagit County, Washington.

On the easement described as follows (also see EXHIBIT A – EASEMENT MAP):

A 20-foot wide strip of land within Government Lot 6 of Section 1, Township 34 North, Range 4 East, W.M., lying 10 feet on each side of the following described centerline:

COMMENCING at the centerline intersection of School Road and North Front Street, in Clear Lake, Washington, said point being monumented with a cased concrete monument with a tacked cap marked "R&L 6702";

Thence North 4° 37' 33" West along the centerline of North Front Street, as determined by the afore described monument and a monument of identical character lying 490.34 feet distant, for a distance of 20.10 feet;

Thence North 88° 47' 31" West and parallel with the centerline of School Road for a distance of 30.16 feet;

Thence North 4° 37' 33" West and parallel with the centerline of North Front Street for a distance of 10.06 feet to an angle point in the margin of North Front Street;

Thence North 88° 47' 31" West along the northerly margin of North Front Street for a distance of 90.46 feet to an angle point in said margin;

Thence South 4° 37' 33" East along the westerly margin of North Front Street for a distance of 23.72 feet to the POINT OF BEGINNING of the centerline of said 20-foot strip of land;

Thence South 75° 33' 19" West along said centerline for a distance of 127.26 feet to the TERMINUS thereof at the easterly margin of State Route 9; the side lines of said 20-foot strip of land terminating at the westerly margin of North Front Street and the easterly margin of State Route 9

Situate in the Skagit County, Washington.

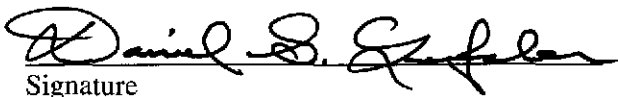
Grantor(s) authorizes the District the right of ingress and egress from said lands of the Grantor(s). The Grantor(s) also gives the District permission to cut, trim and/or remove all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) in the described easement for 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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 30TH day of JANUARY, 2018.

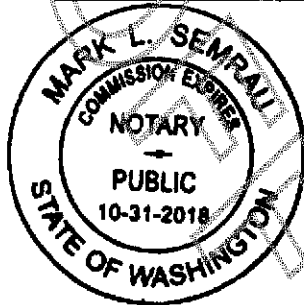

Signature

Daniel S. Lefebvre
Print Name

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

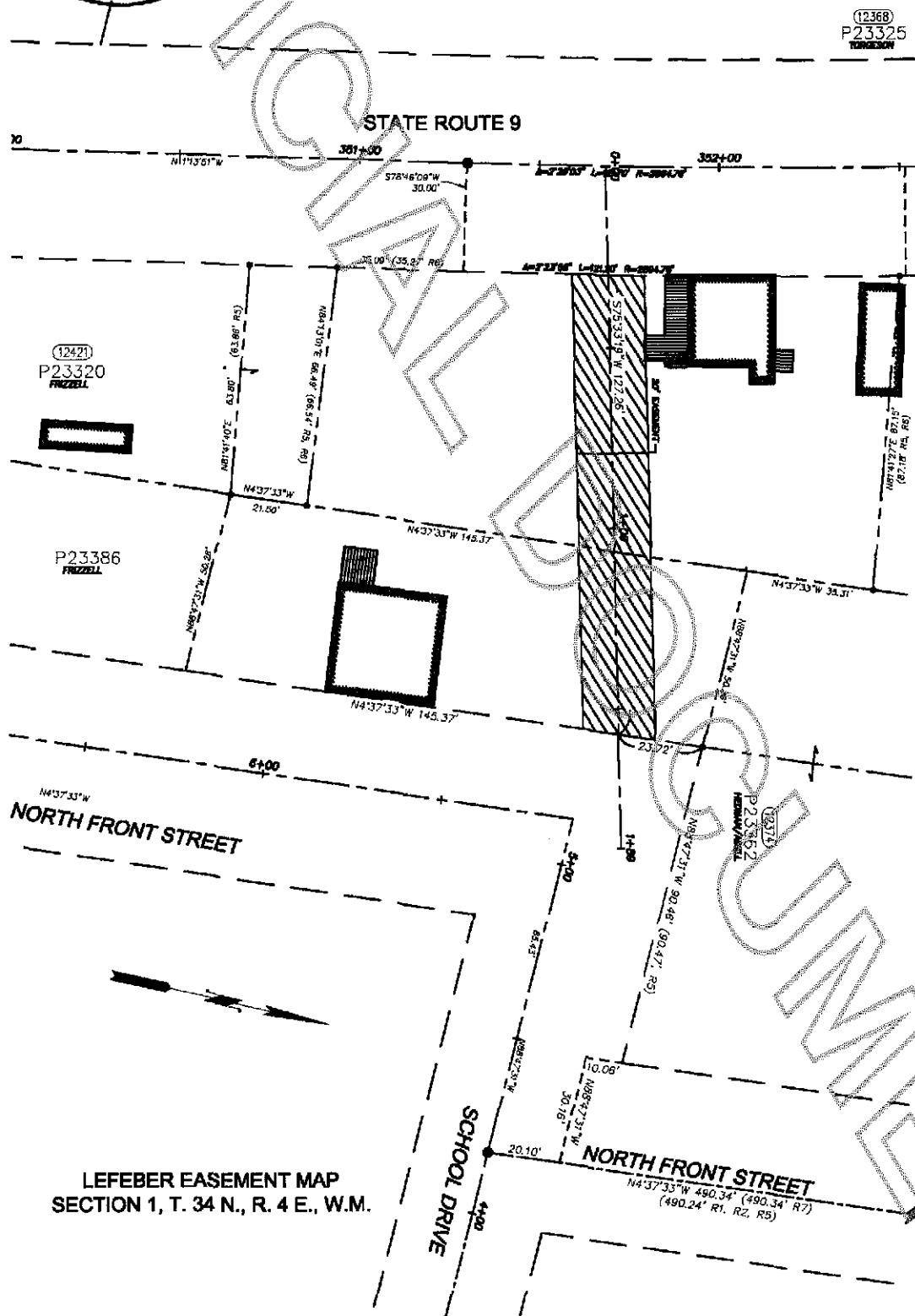
I certify that I know or have satisfactory evidence that Daniel S. Lefeber is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: JANUARY 30, 2018



(Signature) Mark Sempall
Notary Public in and for the State of Washington
(Printed Name) MARK SEMPAL
My appointment expires: 10-31-2018

EXHIBIT A: EASEMENT MAP



LEFEVER EASEMENT MAP
SECTION 1, T. 34 N., R. 4 E., W.M.