



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 30 2018

Amount Paid \$  
Skagit Co. Treasurer  
By *M.M.* 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 22<sup>nd</sup> day of March, 2018, between MOUNT VERNON SDA CHURCH, 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:

**Tax Parcel Number: P24796**

An easement for waterline proposes and the maintenance thereof over, under and across a portion of Lot C, Short Plat No. MV-2-88 approved February 19, 1988 and recorded February 24, 1988 in Volume 8 of Short Plats, page 24, under Skagit County Auditor's File No. 8802240009, records of Skagit County, Washington, being a portion of the Northeast 1/4 of the Southwest 1/4 and of the Northwest 1/4 of the Southeast 1/4 of Section 15, Township 34 North, Range 4 East, W.M., and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot C Short Plat No. MV-2-88;  
thence North 68°47'11" West along the North line of said Lot C for a distance of 127.78 feet, more or less, to the Southeasterly margin of that certain 50-foot wide easement to the District as described on that certain easement document recorded under Auditor's File No. 608565 and being the TRUE POINT OF BEGINNING;  
thence South 28°25'44" West for a distance of 31.62 feet;  
thence South 19°21'37" East for a distance of 50.42 feet;  
thence South 72°24'23" West for a distance of 32.71 feet;  
thence South 24°48'13" West for a distance of 135.72 feet to a point hereafter referred to as Point "A";  
thence continue South 24°48'13" West for a distance of 177.84 feet, more or less, to the West line of said Lot C common with the East line of Lot D of said Short Plat No. MV-2-88;  
thence North 0°31'46" East for a distance of 14.29 feet to an angle point of said Lot C, also being the Northeast corner of said Lot D;  
thence North 87°55'20" West, along a South line of said Lot C, also being the North line of said Lot D, for a distance of 15.31 feet;  
thence North 24°48'13" East for a distance of 330.91 feet;  
thence North 19°21'37" West for a distance of 12.83 feet;  
thence South 72°24'23" West for a distance of 33.55 feet;  
thence North 19°21'37" West for a distance of 28.00 feet, more or less, to the Southeasterly margin of said 50-foot wide District easement recorded under Auditor's File No. 608565 at a point bearing South 72°24'23" West (called South 72°15' West on previous deed) from the TRUE POINT OF BEGINNING;

thence North 72°24'23" East along said Southeasterly margin for a distance of 87.00 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 10.00 foot wide easement for waterline purposes and the maintenance thereof being 5.00 feet left (North) and 5.00 feet right (South) of the following described line:

BEGINNING at the aforementioned Point "A";

thence North 79°07'35" East for a distance of 70.00 feet, being the terminus of said line.

(Side lines of said 10.00 foot wide easement to be lengthened or shortened as necessary to conform to the above-described easement margin)

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record on the easement described as follows (See Exhibit A - Easement Map):

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 22<sup>nd</sup> day of March, 2018.

Eric Davis Associate Secretary  
Signature

STATE OF WASHINGTON  
COUNTY OF SKAGIT King RA

I certify that I know or have satisfactory evidence that Eric DAVIS is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Associate Secretary of Western Washington Corp of SDA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

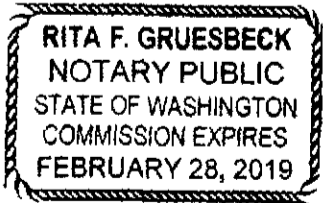
Date: 3/22/2018

(Signature) Rita F. Gruesbeck

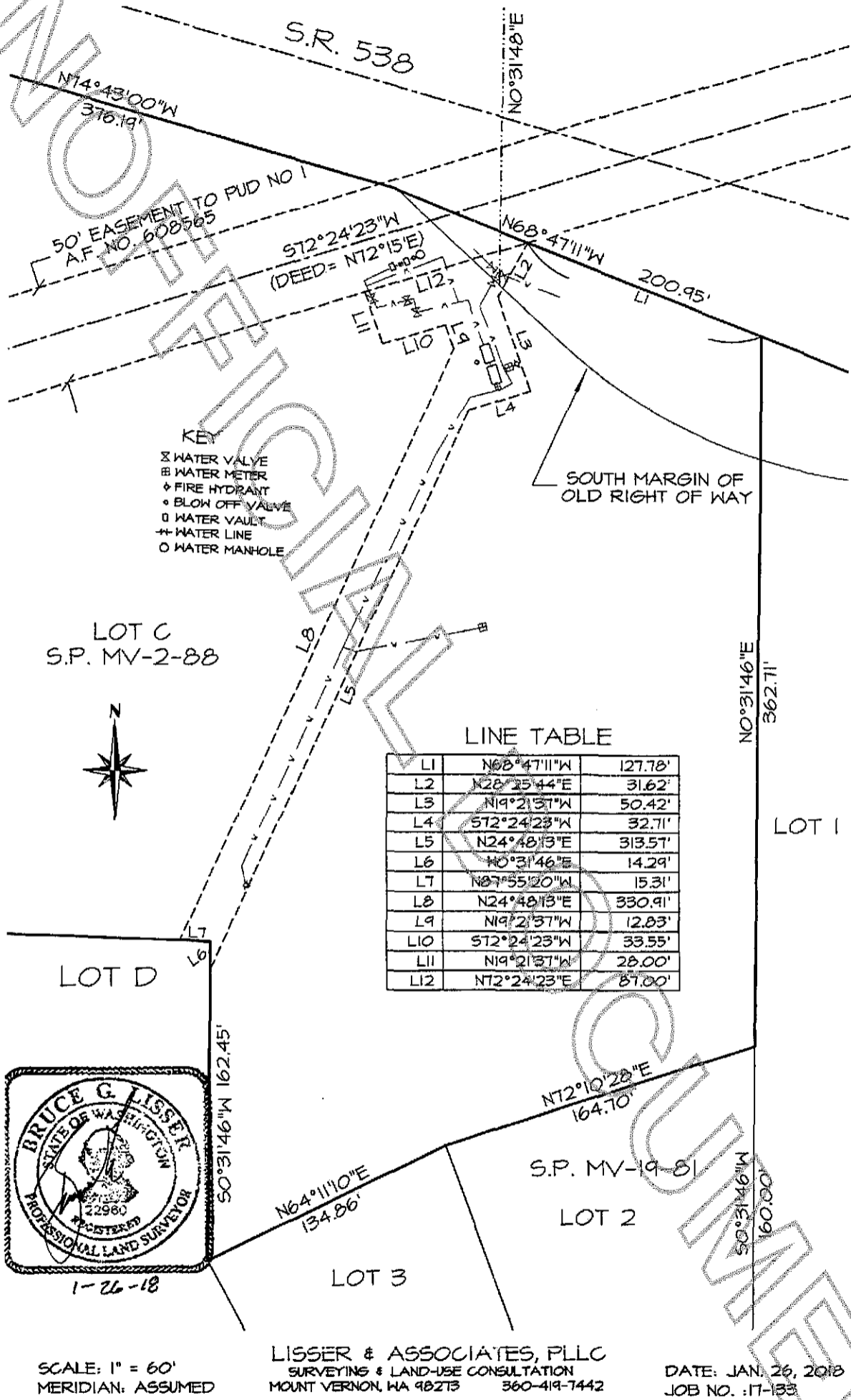
Notary Public in and for the State of Washington

(Printed Name) Rita F. Gruesbeck

My appointment expires: 2/28/2019



**EXHIBIT "A"**



LOT C  
S.P. MV-2-88



LOT D



1-26-18

N64°11'10"E  
134.86'

LOT 3

S.P. MV-19-81

LOT 2

SCALE: 1" = 60'  
MERIDIAN: ASSUMED

LISSER & ASSOCIATES, PLLC  
SURVEYING & LAND-USE CONSULTATION  
MOUNT VERNON, WA 98273 360-419-7442

DATE: JAN. 26, 2018  
JOB NO.: 17-133