



201804120006

Skagit County Auditor

\$77.00

4/12/2018 Page

1 of

4 10:00AM

**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 5<sup>th</sup> day of April, 2018, between **HINTON RIVERSIDE, 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 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:

**P25918**

Exhibit "A" Legal

Exhibit "B" Easement Map

SEC 17 TWP 34 R 4

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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Exempt

APR 12 2018


Amount Paid \$  
By BT Skagit Co. Treasurer Deputy

Page 1 of 4

C.O. # 4990  
Project # 3702

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.

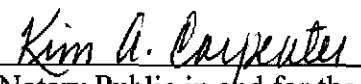
In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 5<sup>th</sup> day of April, 2018.

  
Gregory T. Hinton

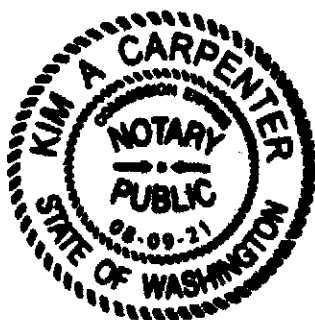
STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Gregory T. Hinton** 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 **PARTNER** of **HINTON RIVERSIDE, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 04/05/18

  
Notary Public in and for the State of Washington

My appointment expires: 08/09/21



## EXHIBIT "A"

### WATER EASEMENT LEGAL DESCRIPTION

A 20.00-FOOT STRIP OF LAND LYING OVER, UNDER, UPON AND ACROSS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., HAVING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;  
THENCE SOUTH  $87^{\circ}57'38''$  EAST, ALONG THE NORTH LINE OF SAID SECTION, 302.24 FEET;  
THENCE SOUTH  $01^{\circ}02'23''$  WEST 30.18 FEET, TO THE SOUTH RIGHT OF WAY LINE OF HOAG ROAD AND THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH  $01^{\circ}02'23''$  WEST 154.02 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "A";  
THENCE CONTINUING SOUTH  $01^{\circ}02'23''$  WEST 57.35 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT "B";  
THENCE CONTINUING SOUTH  $01^{\circ}02'23''$  WEST 206.69 FEET;  
THENCE SOUTH  $04^{\circ}35'42''$  WEST 73.24 FEET;  
THENCE SOUTH  $02^{\circ}44'46''$  WEST 9.04 FEET, TO THE NORTH RIGHT OF WAY LINE OF PACIFIC PLACE AND THE TERMINUS;

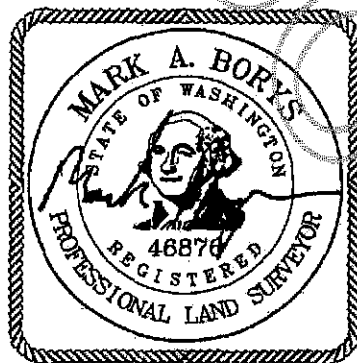
AND BEGINNING AT POINT "A";  
THENCE NORTH  $89^{\circ}00'38''$  WEST 41.95 FEET, TO THE TERMINUS;

TOGETHER WITH A 10.00-FOOT STRIP OF LAND, HAVING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "B";  
THENCE SOUTH  $89^{\circ}00'38''$  EAST 15.48 FEET, TO THE TERMINUS;

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, TO INTERSECT AT SAID RIGHT OF WAY LINES AND ALL INTERIOR ANGLE POINTS.

CONTAINS 10,707± S.F.



11/29/17

HOAG ROAD

S 87°57'38" E 302.24'

Exhibit "B"

7  
18  
8  
17

POINT OF  
COMMENCEMENT

30'  
ROW

POINT OF  
BEGINNING

RIVERSIDE DR

S 01°02'23" W  
30.18'

10'  
20'

S 01°02'23" W  
154.02'

N 89°00'38" W  
41.95'

POINT "A"

20'  
10'

S 01°02'23" W  
57.35'

POINT "B"

S 89°00'38" E  
15.48'

PARCEL  
#P25918

WATER ESM'T

S 01°02'23" W  
206.69'

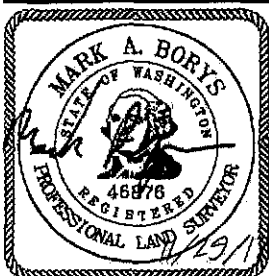
PARCEL  
#P25812

38.14'  
ROW

S 04°35'42" W  
73.24'

S 02°44'46" W  
9.04'

PACIFIC PL



WATER  
EASEMENT

2400 RIVERSIDE DR  
MOUNT VERNON, WA 98273

JOB NO. 160944  
DATE: 11/29/17



Terrane

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www.terrane.net