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11/21/2018 03:28 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 21 2018

Amount Paid \$
By *BT* Skagit Co. Treasurer 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 21 day of NOVEMBER, 2018, between **JAMES E. CANNON AND BERTHA D. CANNON**, hereinafter referred to as "Grantors", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, in consideration of \$2,865.00, receipt of which is hereby acknowledged, the Grantors convey and grant to the District, its successors or assigns, the perpetual right, privilege, and authority to do all things necessary or proper for the construction and maintenance of water and communication lines. 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 pipes and lines along with necessary appurtenances for the transportation and control of water and communication information on facilities underground on the following described lands and premises in the County of Skagit, State of Washington, to wit:

Tax Parcel Number: P30056
Tax Map ID: 340505-2-003-0201

That portion of the Southwest Quarter of the Northwest Quarter of Section 5, Township 34 North, Range 5 East, W.M., being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence North' 89°17'45" East along the South line of said Subdivision 16.5 feet to an intersection with the East line of the West 1 rod of said Subdivision and the True Point of Beginning;
Thence North 0°24'49" West along the East line of the West 1 rod, 560.49 feet to an intersection with the Southerly margin of the Old Day Creek Road;
Thence South 51°54'38" East 357.91 feet;
Thence South 39°15'41" West 438.72 feet to the True Point of Beginning.

(Also known as Lot 2 of Revised Short Plat No. 51-73, approved November 26, 1973).

Situated in Skagit County, Washington.

An easement situated within a portion of Lot 2 of revised Skagit County Short Plat #51-73, approved November 26, 1973, as depicted on that certain Record of Survey recorded under Skagit County Auditor File No. 800320, and lying with a portion of Southwest Quarter of the Northwest Quarter of Section 5, Township 34 North, Range 5 East, W.M., described as follows (See Exhibit A – Easement Map):

A 50-foot strip of land lying 25 feet on each side of the following described easement centerline: Commencing at the West Quarter Corner of said Section 5; Thence North 89°17'45" East, a distance of 16.5 feet; Thence North 00°24'49" West along a line parallel to and 16.5 feet distant from the West line of said Section 5, a distance of 349.22 feet to the Point of Beginning; Thence North 58°46'11" East, a distance of 833.10 feet to a Point; Thence North 42°22'41" East, a distance of 185.53 feet, more or less, to the East

line of the West 52 rods of said Southwest Quarter of the Northwest Quarter of Section 5, and the terminus of this easement centerline.

Sidelines of easement to be shortened or lengthened as necessary to intersect property lines.

Situate in Skagit County, Washington.

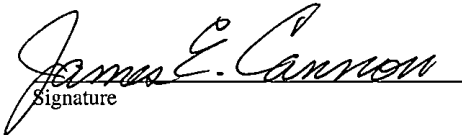
Grantors authorize the District the right of ingress and egress from said lands of the Grantors. The Grantors also gives the District permission to cut, trim and/or remove all timber or trees larger than 8-inch diameter standing or growing upon the lands of the Grantors which, in the opinion of the District, constitutes a menace or danger to said pipes, lines or related underground facilities, and/or to persons or property by reason of proximity to the line. District shall replace with like kind, 2-inch caliper, in a location agreed to between the District and the Grantors. The Grantors agrees that title to all debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, their heirs, successors, or assigns hereby convey and agree 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. Grantors 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 within the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantors also agree to and with the District and warrant that the Grantors 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 Grantors 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 hereunto set their hand and seal this 16 day of NOVEMBER, 2018.


Signature

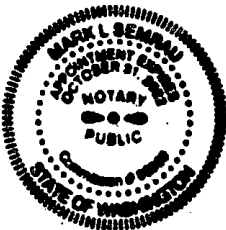
James E. Cannon

Print Name

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that James E. Cannon is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: Nov. 16, 2018



(Signature) Mark L. Semrau
Notary Public in and for the State of Washington
(Printed Name) MARK L. SEMRAU
My appointment expires: 10-31-2022

In Witness Whereof, the Grantor hereunto set their hand and seal this 21 day of NOVEMBER, 2018.


Signature

Bertha D. Cannon
Print Name

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Bertha D. Cannon is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: Nov. 21, 2018

(Signature)

Mark L. Semrau
Notary Public in and for the State of Washington

(Printed Name) MARK L. SEMRAU

My appointment expires: OCT. 31, 2022

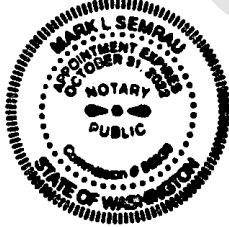
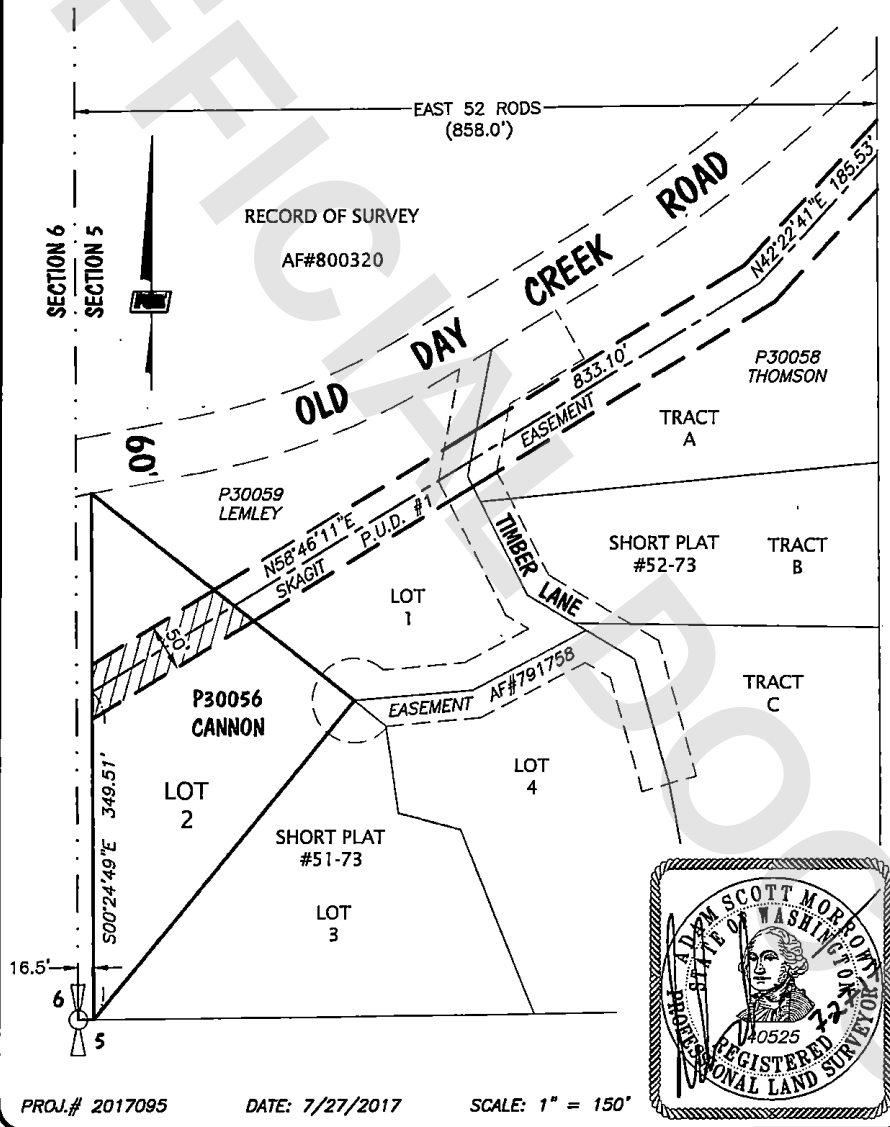


EXHIBIT "A"**Easement Map**

PACIFIC SURVEY & ENGINEERING INC EMAIL: info@psurvey.com
1812 CORNWALL AVE, BELLINGHAM, WA 98225 PHONE: 360.671.7387 FAX: 360.671.4685 www.psurvey.com

**EASEMENT EXHIBIT**

SITUATE IN A PORTION OF THE NE 1/4 OF SECTION 5, TOWNSHIP 34 NORTH,
RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON



PROJ.# 2017095

DATE: 7/27/2017

SCALE: 1" = 150'

