



201903070060

03/07/2019 01:51 PM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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

MAR 07 2019

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 20 day of FEBRUARY, 2019, between TRIMARK-BURLINGTON HOSPITALITY, 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:

Tax Parcel Number: P24245 (known as Parcel A) & P24246 (known as Parcel B) as described in AF#200710010110

Parcel A (After Boundary Line Adjustment)

The south 200 feet of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 4 East, W.M., lying west of the following described line: Commencing at the southwest corner of the northwest quarter of the northwest quarter of said Section 8; thence S 89°48'04" E along the south line of said subdivision, a distance of 176.89 feet to the initial point of this line description; thence N 00°11'59" E, a distance of 200 feet to the north line of the south 200 feet of the northwest quarter of the northwest quarter of said Section 8 and terminus of this line description; Except the west 40 feet thereof.

Parcel B (After Boundary Line Adjustment)

That portion of the south 270 feet of the east 200 feet of the west 530 feet of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 4 East, W.M.;

TOGETHER With the south 200 feet of the east 290 feet of the west 330 feet of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 4 East, W.M.;

Except that portion lying west of the following described line;

Commencing at the southwest corner of the northwest quarter of the northwest quarter of said Section 8; thence S 89°48'04" E along the south line of said subdivision, a distance of 176.89 feet to the initial point of this line description; thence N 00°11'59" E, a distance of 200 feet to the north line of the south 200 feet of the northwest quarter of the northwest quarter of said Section 8 and terminus of this line description;

on the easement described as follows (See Exhibit A – Easement Map):

Easement Area #1 Legal Description for the West 10.00 feet of Parcel A

The West 10.00 feet of Parcel A, as described in Exhibit C "After Line Adjustment", as shown in that certain City of Burlington Boundary Line Adjustment File No. 5-17, approved September 11, 2017, in

accordance with the Quit Claim Deed recorded under Auditor's File No. 201711300063, records of Skagit County, Washington.
EXCEPT the South 30.00 feet thereof.

Easement Area #2: Legal Description for the East 20 feet of Parcel B

The East 20.00 feet of Parcel B, as described in Exhibit C "After Line Adjustment", as shown in that certain City of Burlington Boundary Line Adjustment File No. 5-17, approved September 11, 2017, in accordance with the Quit Claim Deed recorded under Auditor's File No. 201711300063, records of Skagit County, Washington.
EXCEPT the South 30.00 feet thereof.

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 20 day of FEBRUARY, 2019.

Al Jiwani, Manager

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Al Jiwani** 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 **Manager of Trimark-Burlington Hospitality LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 2/20/2019

(Signature)

Notary Public in and for the State of Washington

(Printed Name) HAQIR JIWANI

My appointment expires: 11-29-19

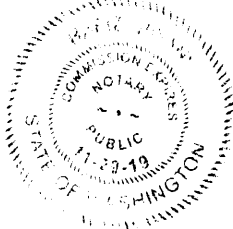


EXHIBIT "A"

