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03/13/2019 02:58 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 13 2019

Amount Paid \$  
Skagit Co. Treasurer  
By *Mum* Deputy

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 12 day of March, 2019, between **CAMPBELL 3 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: P39546**

Beginning at a point on the north line of said subdivision which lies N 88°35'14" W, A distance of 178.43 feet from the Northeast corner of said subdivision; Thence S 1°24'45" W, A distance of 296.88 feet to the north Right of Way line of State Route 20; Thence N 54°21'53" E along said Right of Way, A distance of 222.55 feet; Thence N 38°38'07" W, A distance of 31.86 feet; Thence N 1°24'46" E, a distance of 137.37 feet to a point on the north line of said subdivision; Thence N 88°35'14 W, A distance of 158.43 feet to the point of beginning.

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

A 30-foot wide non-exclusive easement over, under and across a portion of the Northeast ¼ of the Northwest ¼ of Section 19, Township 35 North, Range 5 East, W.M., lying 15.00 feet left (East) and 15.00 feet right (West) of the following described centerline:

Commencing at the Northeast corner of said Northeast ¼ of the Northwest ¼ (North ¼ corner) of Section 19; thence North 88°35'14" West along the North line of said Northeast ¼ of the Northwest ¼ for a distance of 41 feet to the TRUE POINT OF BEGINNING of said centerline.

Subject to and Together With easements, reservations, restriction, covenants, liens, leases, court causes and other instruments of record. Situate in the City of Sedro-Woolley, County of Skagit, State of Washington. Sidelines of said 30-foot wide easement are to be shortened or lengthened as necessary to conform to lot line. See that certain Boundary Line Adjustment Survey Map recorded under Skagit County Auditor's File No. 201709110228 for additional survey and subdivision information.

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 12 day of March, 2019.

*Larry Campbell Member*  
Larry Campbell, Member

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Larry Campbell** 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 **Member of Campbell 3, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: MARCH 11, 2019

(Signature) Mark Semrau

Notary Public in and for the State of Washington

(Printed Name) MARK SEMRAU

My appointment expires: OCT. 31, 2022



