

EASEMENT
APR 04 2019

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

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



201904040058

04/04/2019 02:34 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 18 day of March, 2019, between **SKAGIT COUNTY**, a Political Subdivision of the State of Washington, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District" (or "Grantee"). Grantor and District may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties." Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit ("Grantor's property"), and

WHEREAS, the District wishes to acquire certain easement rights and privileges along, within, across, under, and upon a portion of the Grantor's property, as provided in this Easement agreement herein.

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 reasonably necessary or proper in the construction and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities within the Easement Area(s) on Grantor's property, as defined herein. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate at reasonable times 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 a portion of the following described lands and premises (Grantor's property) in the County of Skagit, State of Washington, to wit:

P119267 (8040-000-006-0000) & P29546 (340432-2-030-0008)

Parcel B as listed in BLA PL15-002 AF# 20150203105

Lots 1, 2, 4, and 6, Contiguous and combined, of Skagit County Binding Site Plan No. L-99-0003, approved July 1, 2002, recorded July 1, 2002, under Auditor's File No. 200207010180, records of Skagit County, Washington; being a portion of the Southwest Quarter of the Northwest Quarter in Section 32, Township 34 North, Range 4 East, W.M.;

Together with that portion of the South 20 rods of the North 30 rods of the Southwest Quarter of the Northwest Quarter of Section 32, Township 34 North, Range 4 East, W.M., except the North 63 feet of the West 107 feet thereof, and Except existing State Highway Right-of-Way (Old Hwy 99), all of said portion lying westerly of the northerly extension of the east line of Lot 6, Skagit County Binding Site Plan No. L-99-0003, approved July 1, 2002, recorded July 1, 2002, under Auditor's File No. 200207010180, records of Skagit County, Washington. Containing 10.30 Acres, more or less. Situate in the City of Mount Vernon, County of Skagit, State of Washington.

on the Easement Area(s) described as follows (and depicted at Exhibit A – Easement Map, attached hereto and incorporated by reference):

Easement Area "A"

The East 30 feet of the South 450 feet of New Parcel B, Per City of Mount Vernon Boundary Line Adjustment PL15-002, as recorded under Auditor's File Number 201502030105, records of Skagit County, Washington. All of the above being a portion of the Southwest Quarter of the Northwest Quarter of Section 32, Township 34 North, Range 4 East, W.M.

Easement Area "B"

BEGINNING at the Southeast corner of said Parcel B of Skagit County Jail Site Boundary Line Adjustment No. PL-15-002; thence North 88°41'34" West along the South line of said Parcel B, for a distance of 30.00 feet to the Southwest corner of that certain 30.00 foot non-exclusive access easement for reasonable road access and utilities recorded under Skagit County Auditor's File No. 201502030108 and also being the TRUE POINT OF BEGINNING; thence North 02°10'05" East

along the West line of said easement for a distance of 450.05 feet, more or less, to the Northwest corner of said easement; thence South 88°41'34" East along the Northerly line of said easement for a distance of 5.00 feet; thence North 02°10'05" East for a distance of 35.00 feet; thence North 88°41'34" West for a distance of 20.00 feet; thence South 02°10'05" West for a distance of 35.00 feet; thence South 88°41'34" East for a distance of 5.00 feet; thence South 02°10'05" West for a distance of 450.05 feet, more or less, to a point on the South line of said Parcel B at a point bearing North 88°41'34" West from the TRUE POINT OF BEGINNING; thence South 88°41'34" East, along said South line, for a distance of 10.00 feet to the TRUE POINT OF BEGINNING.

Grantor(s) authorizes the District the right of reasonable ingress and egress from the Easement Area(s) on the Grantor's property, as provided herein. The Grantor(s) also gives the District permission to reasonably cut, trim and/or remove timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) within the described Easement Area(s) 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, reasonably 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; provided, that the District shall be responsible and liable for the maintenance of vegetation that may affect or impair the District's facilities within the Easement Area(s). 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. Trimming and removal of vegetation within the Easement Area(s) shall be performed by the District using the best industry standards and practices, and in compliance with all applicable laws, rules, and regulations. Nothing in this Easement agreement shall impair the Grantor's ability to perform vegetation management activities within the Easement Area(s), as the Grantor may determine to be useful or necessary to serve and protect the public interest and welfare; provided, that nothing in this Easement agreement shall create or impose any duty or obligation on the part of the Grantor to perform any vegetation management activities within the Easement Area(s).

The Parties both believe that the Easement Area will be open to unrestricted vehicular access from adjacent and open public right-of-way. Grantor(s), their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind (including fencing and gates) that may unreasonably interfere with the District's use of the Easement Area(s) 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 unreasonably 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 unreasonably endanger the District's use of the easement. The District's use of Grantor's property within the Easement Area(s) shall not unreasonably impair or interfere with the Grantor's use of Grantor's property as a corrections facility (jail), and specifically shall not unreasonably interfere with the routine operations, safety, and/or security of the Grantor's use of the Grantor's property as a corrections facility (jail).

The Parties both reasonably believe that the Grantor owns the Grantor's property and that Grantor may convey this easement to Grantee.

To the extent permitted by law, each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Party harmless from any such liability. It is further provided that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

This Easement agreement shall be construed under the laws of the State of Washington. It is agreed by the Parties that the venue for any legal action brought under or relating to the term of this Easement shall be in Skagit County, State of Washington. The District shall, at the District's own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in using this Easement agreement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

Upon mutual execution, this Easement agreement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR:

DATED this 18 day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki
Lisa Janicki, Chair

Ron Wesen
Ron Wesen, Commissioner

ABSENT

Kenneth A. Dahlstedt, Commissioner

Attest:

Linda Hammer
Clerk of the Board

Authorization per Resolution R20050224:

Recommended:

County Administrator

[Signature] 3-14-19
Department Head

Approved as to form:

[Signature] 3/14/19
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

Luisa Logno
Budget & Finance Director

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Lisa Janicki, Ron Wesen, and/or Kenneth A. Dahlstedt** is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 18 day of March, 2019, Linda A. Hammons

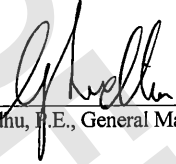
Notary Public
Print name: Linda A. Hammons
Residing at: Skagit County
My appointment expires: 10-01-2019



GRANTEE:

PUBLIC UTILITY DISTRICT No. 1 of SKAGIT COUNTY:

DATED this 25th day of MARCH, 2019.



George Sidhu, P.E., General Manager

STATE OF WASHINGTON
COUNTY OF SKAGIT

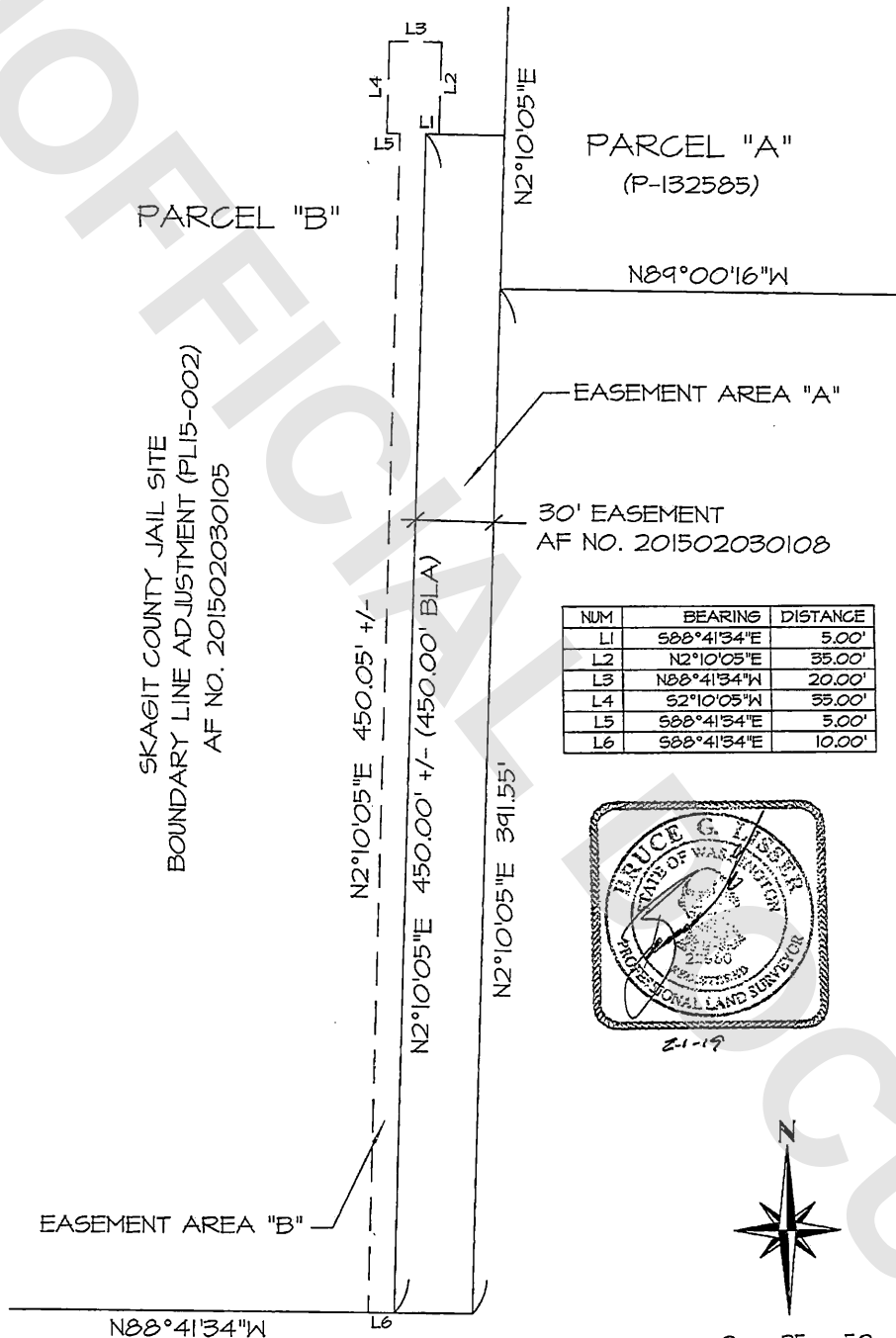
I certify that I know or have satisfactory evidence that **George Sidhu** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the **General Manager of Public Utility District No. 1 of Skagit County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25th day of MARCH, 2019.

Kim A. Carpenter
Notary Public
Print name: Kim A. Carpenter
Residing at: Mount Vernon WA
My appointment expires: 08/09/21



EXHIBIT "A"



SCALE: 1" = 50'
 MERIDIAN: ASSUMED

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

DATE: FEB. 1, 2019
 JOB NO: 19-011

NTS