



**201908120099**

08/12/2019 03:28 PM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

**RETURN TO:**

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

**SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX**

2019 3392

**AUG 12 2019**

Amount Paid \$ **58.40**

Skagit Co. Treasurer

By *BT* Deputy

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 22nd day of July, 2019, between **MARY CANBY ANDERSON**, 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, an easement on the property described as the Easement Area, with 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: P16805**

All that portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ , SE $\frac{1}{4}$ ) of Section 18, Township 33 North, Range 04 East, W.M., lying southeasterly of SR 530 (former SSH No. 1-E) and northwesterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) L<sup>M</sup> 232+00 on the L<sup>M</sup> Center Line of SR 5, Conway Hill to Johnson Road, and 220 feet westerly therefrom; thence southwesterly in a straight line to a point opposite HES EH 25+20 on the EH Line and 150 feet northerly therefrom; and northerly of a line beginning at a point opposite HES 239+70.9 on the L<sup>M</sup> Center Line of SR 5 (PSH No. 1), Conway Jct. Vicinity, and 140 feet westerly therefrom; thence North 44°19'30" West 564.64 feet; thence South 81°21'00" West to the southeasterly margin of SR 530 (SSH No. 1-E); and southwesterly of a line beginning at a point opposite HES L<sup>M</sup> 232+00 and 220 feet westerly therefrom; thence

northwesterly in a straight line to a point opposite HES 138+34 on the F4 Line distant 30 feet southeasterly therefrom; said point being also the Southeast margin of SR 530 (SSH No. 1-E). Excepting from the above described tract that portion lying southwesterly of a line beginning at the intersection of the East Line of SR 530 (SSH No. 1-E) and the northerly line of Kayton's Slough; thence northerly along the East Line of said highway 185 feet to the true point of beginning of this line; thence southeasterly at right angles 150 feet to a point and the end of this line.

The Easement Area is described as follows:

The Northwesterly 20 feet of that portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ , SE $\frac{1}{4}$ ) of Section 18, Township 33 North, Range 04 East, W.M.

Situated in Skagit County, Washington.

A map illustrating the Easement Area is attached as Exhibit A - Easement Map.

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.

District shall bear and promptly pay all costs and expenses of construction and maintenance of improvements installed by or upon the request of the District. To this end, the District shall not allow any lien to come against the property of the Grantor(s) for any purpose permitted under RCW 60.04 or similar replacement statute. Upon the District's completion of any construction permitted under this agreement, the District shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

Grantor(s), their heirs, successors, or assigns hereby covenants 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 22nd day of July, 2019.

Mary Canby Anderson  
Signature

Mary Canby Anderson  
Print Name

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Mary Canby Anderson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: July 22, 2019

(Signature)

Piper Lee Eger

Notary Public in and for the State of Washington

(Printed Name)

Piper Lee Eger

My appointment expires: 8/19/22



## Easement Map

