

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>BT</u>
DATE <u>3-26-20</u>

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 10th day of MARCH, 2020, between **Geoff DeVries**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District".
Witneseth:

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: P29496
on the easement described as follows (See Exhibit A – Easement Map):

The West 20.00 feet (as measured perpendicular to the West line) of the following described tract:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 34 North, Range 4 East, described as follows:

BEGINNING at the Northeast corner of said subdivision;
thence South 0°02'40" East along the East line of said subdivision a distance of 713.97 feet to the TRUE POINT OF BEGINNING;
thence West to the Southeast corner of that certain tract conveyed to Jim Carrie and Associates, Inc., by deed recorded May 12, 1971 under Auditor's File No. 752486;
thence North along the East line of said Carrie tract to the South line of Melody Lane;
thence East along the South line of Melody Lane to the East line of said subdivision;
thence South to the POINT OF BEGINNING;

EXCEPT that portion thereof conveyed to Skagit County for road by deed recorded May 11, 1971 under Auditor's File No. 752432.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

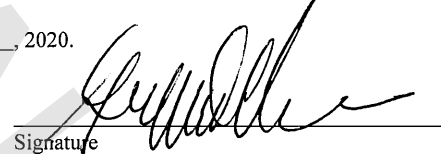
Situate in the County of Skagit, State of Washington.

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.

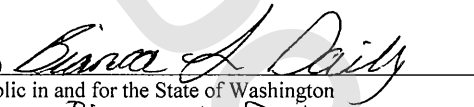
The Grantor(s) also agree to and with the District and warrant that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor(s) will forever 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.

Dated this 10th day of March, 2020.

Signature

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Geoff DeVries** is the person who appeared before me, and said person acknowledged that **he** signed this instrument and acknowledged it to be **his** free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 3/10/20
(Signature) 
Notary Public in and for the State of Washington
(Printed Name) Bianca L. Daily
My appointment expires: 4-19-22

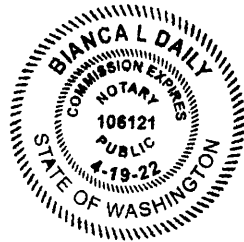


EXHIBIT "A"

