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06/24/2020 03:25 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 24 2020

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

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By *MJ* Deputy

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 15 day of June, 2020, 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:

**P38653 (XrefID: 350508-0-001-0005)**

That portion of the Southwest 1/4 of Section 8, Township 35 North, Range 5 East, W.M., Skagit County, Washington,

on the Easement Area described as follows: **See Exhibit A – Easement Description and Exhibit B - Easement Map**

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 park facility (Veteran's Park), 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 park facility (Veteran's Park)

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.

DATED this 15 day of June, 2020.

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

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Sinda Hanna  
Clerk of the Board

Authorization per Resolution # R20160001:

Recommended:

[Signature]

Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

[Signature] 6/24/20  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (6-11-20)  
Risk Manager

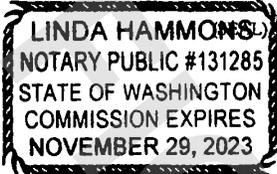
Approved as to budget:

[Signature]  
Budget & Finance Director

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

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 15 day of June, 2020.



Linda Hammons  
Notary Public  
Print name: Linda Hammons  
Residing at: Skagit County  
My appointment expires: 11-29-2023

Grantee:  
PUBLIC UTILITY DISTRICT No. 1 of SKAGIT COUNTY:

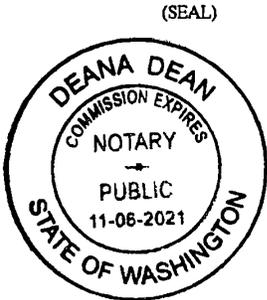
DATED this 23 day of June, 2020.

[Signature]  
By: George Sidhu, P.E.  
General Manager

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that George Sidhu, P.E., is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized 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 herein mentioned.

DATED this 23 day of June, 2020.



Deana Dean  
Notary Public  
Print name: DEANA DEAN  
Residing at: ALLINGTON  
My appointment expires: 11-6-2021

**EXHIBIT A**

**Utility Easement Legal Description**

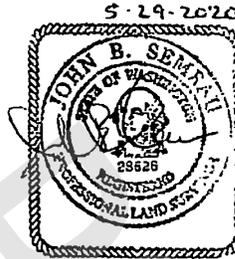
That portion of the Southwest 1/4 of Section 8, Township 35 North, Range 5 East, W.M., Skagit County, Washington, described as follows:

A non-exclusive 20 foot easement being 10 feet left and right of the following described centerline alignment:

Commencing at the Southeast corner of said Southwest 1/4, thence South 88°48'37" West along the South line of Section 8, a distance of 1998.50 feet, more or less, to a point of intersection with the Easterly line of the Master Binding Site Plan for Sedro-Woolley Innovation for Tomorrow Center (Swift Center) as shown on record of survey for Washington State Department of General Administration and Skagit County Department of Parks & Recreation, recorded under Auditor's File Number 9011130061, thence North 26°40'32" East along said easterly boundary a distance of 704.03 feet to the TRUE POINT OF BEGINNING CENTERLINE;

thence North 86°02'48" East, a distance of 110.63 feet, thence North 83°14'46" East, a distance of 105.98 feet; thence North 66°52'49" East, a distance of 104.46 feet; thence North 77°45'54" East, a distance of 205.69 feet; thence North 86°02'56" East, a distance of 75.36 feet; thence South 87°33'41" East, a distance of 119.96 feet; thence South 82°18'35" East, a distance of 200.41 feet; thence South 80°12'49" East, a distance of 332.52 feet; thence South 86°28'32" East, a distance of 76.26 feet; thence North 90°00'00" East, a distance 362.43 feet more-or-less to the centerline of Helmick Road, at a point North 0°53'38" West, a distance 604.44 feet from the point of commencement and the TERMINUS OF CENTERLINE, and the sidelines of said 20 foot easement are to be lengthened and shortened as needed to intersect the existing lot line and the westerly right-of-way line of Helmick Road.

Situated in County of Skagit, State of Washington.



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EXHIBIT B

