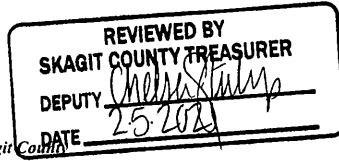




202102050117

02/05/2021 11:06 AM Pages: 1 of 6 Fees: \$108.50  
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  
Contract # C20210039  
Page 1 of 6

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 1<sup>st</sup> day of February, 2021, 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:

**P104178 (XrefID: 4163-000-006-0100)**

Portion of Lot 6, of the plat of "MAP OF ACREAGE PROPERTY IN NORTH 1/2 OF NORTHWEST 1/4 AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST," (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described on the Easement Area as follows:

See Exhibit A - Easement Description and Easement Map, attached hereto and incorporated by reference.

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 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 mental health and/or treatment center facility (Stabilization Campus), 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 mental health and/or treatment center facility (Stabilization Campus)

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 1<sup>st</sup> day of February, 2021.



Attest:

Kari Williams  
Clerk of the Board

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

Lisa Janicki  
Lisa Janicki, Chair

Peter Browning  
Peter Browning, Commissioner

Ron Wesen  
Ron Wesen, Commissioner

Authorization per Resolution R20160001

Recommended:

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

\_\_\_\_\_  
Department Head

Approved as to form:

[Signature] 1/28/21  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]  
Risk Manager

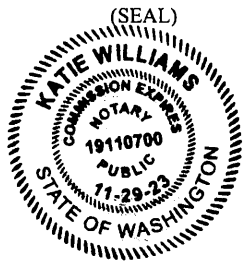
Approved as to budget:

[Signature]  
Budget & Finance Director

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Peter Browning, and/or Ron Wesen 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 1<sup>st</sup> day of February, 2021.

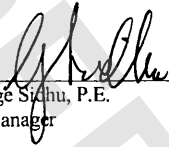


[Signature]  
Notary Public  
Print name: Katie Williams  
Residing at: Skagit County  
My appointment expires: 11-29-2023

**Grantee:**

PUBLIC UTILITY DISTRICT No. 1 of SKAGIT COUNTY:

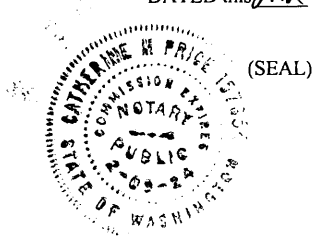
DATED this 2nd day of February, 2021.

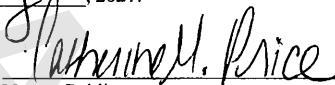
  
By: George Sidhu, P.E.  
General Manager

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 2nd day of February, 2021.



  
Notary Public  
Print name: Catherine M Price  
Residing at: Mount Vernon  
My appointment expires: 2.9.2024

**EXHIBIT "A"**

**Permanent Waterline Easement Legal Description**

Those portions of Lots 2, 3 and 6, of the plat of "MAP OF ACREAGE PROPERTY IN NORTH 1/2 OF NORTHWEST 1/4 AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST," (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

A non-exclusive 20 foot easement being 10 feet left and right of the following described three centerline alignments, Alignment A, Alignment B, and Alignment C:

**ALIGNMENT A**

Commencing at a point on the Northerly right-of-way line of State Highway No. 20 and the Southeast corner of that certain tract conveyed to Skagit Valley Convalescent Center, Inc., a Washington corporation, by Deed recorded January 6, 1994, as Auditor's File No. 9401060096; thence North 17°47'57" West along the Easterly line of said tract a distance of 25.42 feet and the TRUE POINT OF BEGINNING ALIGNMENT A; thence North 61°43'08" East, parallel to and 25 feet perpendicular to the Northerly right-of-way line of said Highway, a distance of 654.58 feet, more or less, to the TERMINUS OF ALIGNMENT A and a point on the west line of that certain tract conveyed to Edward M. Nelson, ET UX, by deed recorded February 11, 1971, as auditor's file number 748702, and the sidelines of said 20 foot easement are to be lengthened and shortened as needed to intersect the existing lot lines.

**ALIGNMENT B**

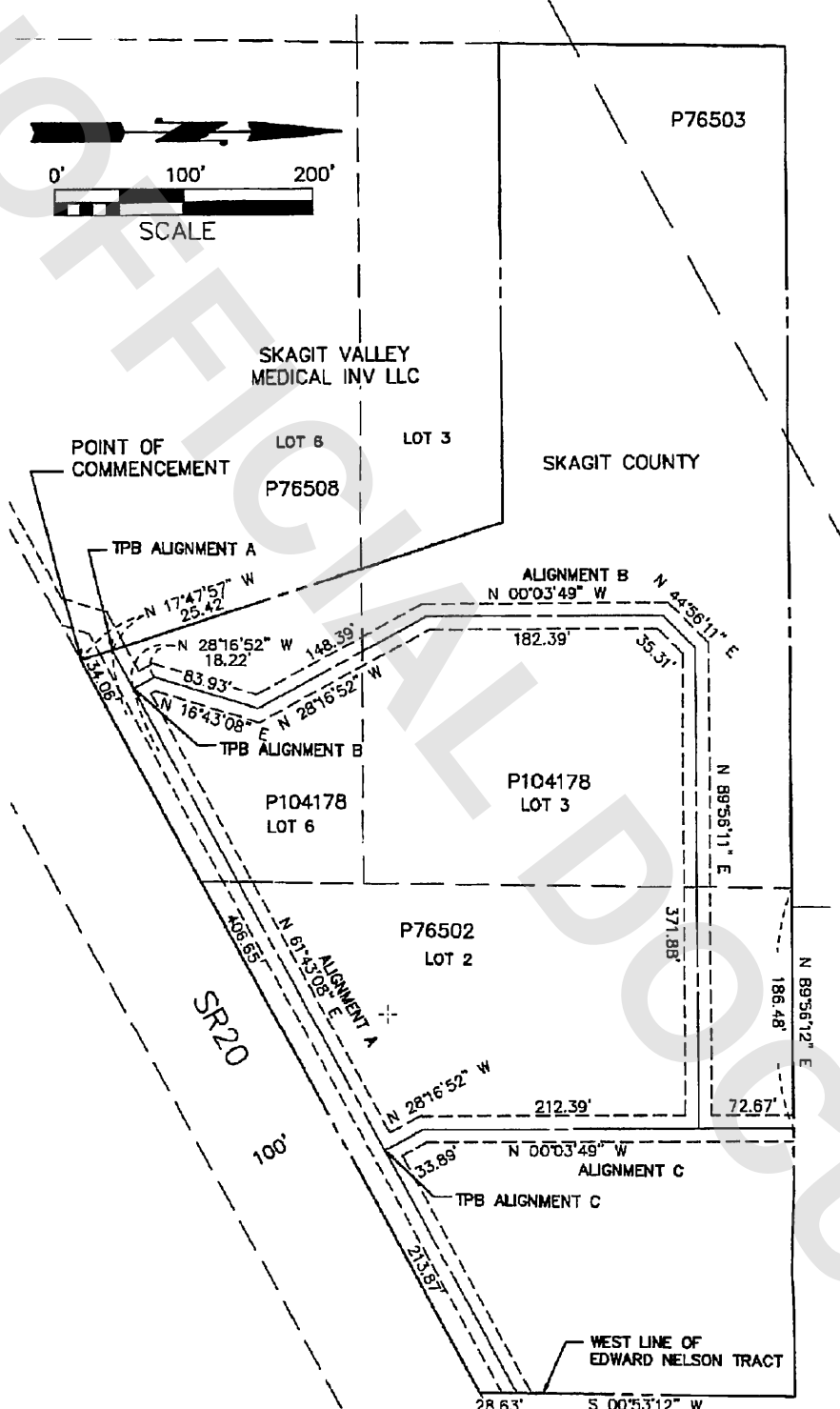
Commencing at a point on the Northerly right-of-way line of State Highway No. 20 and the Southeast corner of that certain tract conveyed to Skagit Valley Convalescent Center, Inc., a Washington corporation, by Deed recorded January 6, 1994, as Auditor's File No. 9401060096; thence North 17°47'57" West along the Easterly line of said tract a distance of 25.42 feet to the start of Alignment A; thence North 61°43'08" East a distance of 34.06 along Alignment A to the TRUE POINT OF BEGINNING ALIGNMENT B; thence North 28°16'52" West a distance 18.22 feet; thence North 16°43'08" East a distance 83.93 feet; thence North 28°16'52" West a distance 148.39 feet; thence North 0°03'49" West a distance 182.39 feet; thence North 44°56'11" East a distance 35.31 feet; thence North 89°56'11" East a distance 371.88 feet, more or less to the TERMINUS OF ALIGNMENT B at an intersection with ALIGNMENT C, and the sidelines of said 20 foot easement are to be shortened to intersect the sidelines of Alignment A and Alignment C.

**ALIGNMENT C**

Commencing at a point on the Northerly right-of-way line of State Highway No. 20 and the Southeast corner of that certain tract conveyed to Skagit Valley Convalescent Center, Inc., a Washington corporation, by Deed recorded January 6, 1994, as Auditor's File No. 9401060096; thence North 17°47'57" West along the Easterly line of said tract a distance of 25.42 feet to the start of Alignment A; thence North 61°43'08" East a distance of 440.71 along Alignment A to the TRUE POINT OF BEGINNING ALIGNMENT C; thence North 28°16'52" West a distance 33.89 feet; thence North 0°03'49" West a distance 212.39 to the intersection with Alignment B, thence continuing North 0°03'49" West a distance 72.67 feet more or less to the TERMINUS OF ALIGNMENT C at the north line of said Lot 2, said terminus being North 89°56'12" East a distance 186.48 feet from the northwest corner of said Lot 2, and the sidelines of said 20 foot easement are to be lengthened and shortened as needed to intersect the north line of Lot 2 and shortened to intersect the sidelines of Alignment A and Alignment B.

All Situate in the County of Skagit, State of Washington.





**A PORTION OF LOTS  
2, 3, AND 6  
JAMESON ACREAGE**  
SECTION 28, T. 35 N., R. 4 E., W.M.  
SEDRO-WOOLLEY, WASHINGTON  
5210ES.dwg, 4/07/2020