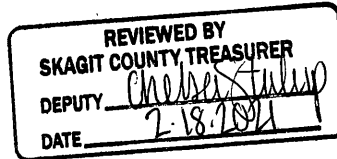


202102180115

02/18/2021 03:27 PM Pages: 1 of 3 Fees: \$105.50
Skagit County Auditor

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



PUD UTILITY EASEMENT

THIS AGREEMENT is made this 4th day of February, 2021 between **SAGE BURLINGTON 1 LLC**, 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, 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: Insert P117983

A STRIP OF LAND 20 FEET IN WIDTH BEING A PORTION OF LOT 4 OF BINDING SITE PLAN APPROVED AND RECORDED OCTOBER 3, 2001 AND RECORDED UNDER AUDITOR FILE NUMBER 200110030143 SKAGIT COUNTY RECORDS IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. , THE STRIP OF LAND BEING 10 FEET ON EACH SIDE OF THE FOLLOWING 4 STRIPS:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4, THENCE SOUTH 88°20'12" EAST ALONG THE NORTH LINE OF SAID LOT 112.74 FEET; THENCE SOUTH 2°35'37" WEST 43.52 FEET TO THE END OF THE WATERLINE EASEMENT RECORDED UNDER AUDITOR FILE NUMBER 200110030143 AND THE BEGINNING OF THE STRIP DESCRIPTION; THENCE SOUTH 84°17'02" EAST 100.60 FEET; THENCE SOUTH 88°20'12" EAST 6.87 FEET TO A POINT KNOWN AS "A"; THENCE SOUTH 88°20'12" EAST 241.45 FEET; THENCE SOUTH 1°39'48" WEST 203.17 FEET; THENCE SOUTH 46°39'48" WEST 20.79 FEET; THENCE NORTH 88°20'12" WEST 133.77 FEET TO A POINT KNOWN AS "B"; THENCE NORTH 88°20'12" WEST 10.47 FEET TO A POINT KNOWN AS "C"; THENCE NORTH 88°20'12" WEST 229.21 FEET; THENCE NORTH 1°39'47" EAST TO THE SOUTH LINE OF AN EXISTING WATERLINE EASEMENT AS SHOWN ON SAID BINDING SITE PLAN AUDITOR FILE NUMBER 200110030143 A DISTANCE OF 80.25 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION.

TOGETHER WITH: BEGINNING AT THE BEFORE MENTIONED POINT "A"; THENCE SOUTH 1°39'48" WEST 33.97 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION.
TOGETHER WITH: BEGINNING AT THE BEFORE MENTIONED POINT "B"; THENCE NORTH 1°39'48" EAST 24.53 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION.
TOGETHER WITH: BEGINNING AT THE BEFORE MENTIONED POINT "C"; THENCE NORTH 1°39'48" EAST 18.49 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION.

THE SIDELINES OF SAID STRIPS SHOULD BE PROLONGED OR SHORTENED SO AS TO END AT THE EXISTING BEFORE MENTIONED EASEMENTS. SAID EASEMENT TO BE 10 FEET ON EACH SIDE OF THE UTILITY AS NOW CONSTRUCTED. CONTAINING 21,142 SQ.FT. MORE OR LESS. 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.

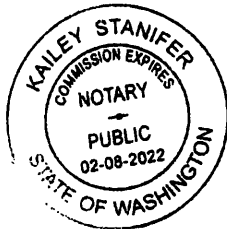
In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 4th day of February, 2021.

Alan Boeker
 Alan Boeker
 President
 Sage Burlington 1 LLC

STATE OF WASHINGTON
 COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Alan J. Boeker** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **President of Sage Burlington 1 LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 2/4/21



(Signature) Kailey Stanifer
 Notary Public in and for the State of Washington
 (Printed Name) Kailey Stanifer
 My appointment expires: 2/8/22

SW 1/4 SEC 5, TWP 34 N, R 4 E, W.M.

