

POOR ORIGINAL

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Chelsea Stalcup
DATE 03/05/2021

PUD UTILITY EASEMENT M10432-2

Grantor: CITY OF SEDRO-WOOLLEY
Grantee: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
Legal Description: Lots 1-30, Block 121, Plat of the Town of Sedro, Skagit County, W.T., Volume 1 of
Plats, page 18, Skagit County, WA Add'l on p. 1
Tax Parcel ID#: P76290

THIS AGREEMENT is made this 24th day of February, 2021, between
CITY OF SEDRO WOOLLEY, 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:

Property ID: P76290
Tax Account No.: 4152-121-030-0006

on the easement described as follows:

The west 200 feet of the following described property:

(3.29 acres) Lots 1 through 30, inclusive, Block 121, "Plat of the Town of Sedro, Skagit
County, W.T.", according to the Plat thereof, recorded in Volume 1 of Plats, page 18,
records of Skagit County, WA; TOGETHER WITH vacated alley adjacent thereto which
attached by operation of law, vacated by order filed in Commissioners File No. 9819.

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 detached from the easement pursuant to this Agreement is vested in the District.
Grantee shall promptly remove all brush and vegetation once it is detached from the vegetation area without
compensation from the Grantor. To the extent that Grantor's property is disturbed by Grantee's exercise of
its rights hereunder, Grantee shall restore the condition of Grantor's property as near as reasonably possible
to its condition prior to the exercise of Grantee's rights hereunder; provided Grantee shall not be responsible
for replacement of landscaping plants, shrubbery or trees disturbed in its activities.

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 24th day of February, 2021.

CITY OF SEDRO-WOOLLEY

Julia Johnson
Julia Johnson Mayor

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Julia Johnson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Sedro-Woolley to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: February 24, 2021

(Signature) Christine A. Salseina
Notary Public in and for the State of Washington
(Printed Name) Christine A. Salseina
My appointment expires: 07-22-2021

