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11/17/2021 02:13 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

Document Title:

PUD UTILITY EASEMENT

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. VWA - MOUNT VERNON LLC

2.

Grantee(s):

☐ additional grantee names on page ____.

1. PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WA

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

THAT PORTION OF LOTS 1,2,6 AND 7 CITY OF MOUNT VERNON

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P134974

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	<i>Kayla Dahn</i>
DATE	11.17.2021

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 28 day of October, 2021, between VWA – MOUNT VERNON, LLC, an Ohio limited liability company, 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: P134974

That Portion of Lots 1, 2, 6 and 7, City of Mount Vernon Boundary Line Adjustment No. ENGR19-0308, approved October 2, 2019, and recorded as Auditor's No. 201910040056, together with all of the former remnant Railroad Property as deeded to VWA-Mount Vernon, LLC under Af#201910280074, and together with a portion of property Conveyed to VWA-Mount Vernon, LLC by the City of Mount Vernon under Af#201910040083, more particularly described as follows: Beginning at the Southwest Corner of said Lot 6; Thence along the West Line Thereof North 01-50-50 East 50.00 Feet; Thence continuing along said West Line North 01-53-12 East 148.62 Feet to the Northwest Corner of said Lot 6; Thence along the North Line Thereof South 88-06-48 East 178.01 Feet to the West Line of Lot 3 of said Boundary Line Adjustment, Also being the West Margin of a Right of Way Deeded to the City of Mount Vernon under Af#202102170166; Thence along said West Margin South 01-53-12 West 46.00 Feet; Thence along the South Margin of said Right of Way South 88-06-48 East 30.00 Feet to the Northeast corner of said Lot 6, also being the Northwest corner of said Lot 7; Thence Continuing along said South Margin South 88-06-48 East 19.00 Feet; Thence along the East Margin of said Right of Way North 01-53-12 East 44.46 Feet to a point on a Non-Tangent curve, from which the Radius Point Bears North 73-02-51 East a Distance of 28.00 Feet; Thence Southeasterly along said Curve Through a Central Angle of 71-09-39 a Distance of 34.78 Feet to a Point of Tangency on the North Line of said Lot 2; Thence along said North Line South 88-06-48 East 96.00 Feet to the Southeast Corner of said Lot 1; Thence along the Southerly Extension of the East Line of said Lot 1 01-53-12 West 43.00 Feet; Thence at Right Angles South 88-06-48 East 140.62 Feet to the West Margin of the Interstate 5 Right of Way; Thence Southeasterly along said West Margin to the Southeast corner of said Lot 7; Thence along the South Line of said Lots 7 and 6 North 88-09-10 West 541.54 Feet to the Point of Beginning. AKA Lot A of BLA Af#202109170121.

on the easement described as follows:

See Exhibit A and Exhibit B – Easement Descriptions and Easement Maps

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.

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.

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 28th day of OCT., 2021.

VWA-MOUNT VERNON, LLC, an Ohio limited liability company

Signature: Dominic A. Visconsi, Jr.
Name: DOMINIC A. VISCONSI, JR
Title: MANAGER

STATE OF OHIO
COUNTY OF CUYAHOGA

I certify that I know or have satisfactory evidence that DOMINIC A. VISCONSI, JR. is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of VWA - MOUNT VERNON, LLC, an Ohio limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: OCT. 28, 2021

(Signature) Donna J. Swidarski
Notary Public
(Printed Name)
My appointment expires: 5-26-24

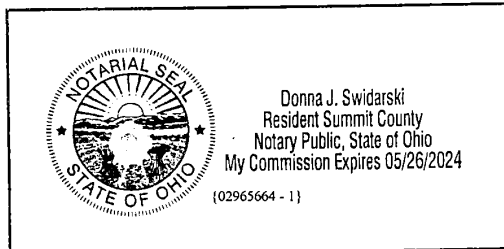


EXHIBIT 'A'
UTILITY EASEMENT DESCRIPTION

A UTILITY EASEMENT LOCATED WITHIN A PORTION OF LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120.

COMMENCING AT THE SOUTHEAST CORNER OF SOUTH FIFTH STREET, DEDICATED TO THE CITY OF MOUNT VERNON FOR RIGHT OF WAY PURPOSES PER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170186; THENCE ALONG THE SOUTH MARGIN OF SOUTH FIFTH STREET NORTH 88°06'48" WEST, 41.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID MARGIN NORTH 88°06'48" WEST, 8.00 FEET; THENCE ALONG THE WEST MARGIN OF SOUTH FIFTH STREET NORTH 01°53'12" EAST, 1.00 FEET; THENCE DEPARTING SAID MARGIN AT RIGHT ANGLES THERETO, NORTH 88°06'48" WEST, 26.87 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" WEST, 16.95 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST, 34.87 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" EAST, 15.95 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



Exhibit "B"

