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03/23/2022 01:13 PM Pages: 1 of 3 Fees: \$205.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

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

MAR 23 2022

Amount Paid \$  
Skagit Co. Treasurer  
By *MA* Deputy

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 15 day of March 2022, between Quality Seafood Services, 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 P71677**

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

Being A Portion of the South 1/2 of the Southwest 1/4 of Section 32, Township 35 North, Range 4 East of the Willamette Meridian, Skagit County, Washington being more Particularly Described As Follows:

The South and West 5 Feet of the City of Burlington Boundary Line Adjustment approved on April 5, 2021, and recorded on April 12, 2021, under Auditor File Number 202104120149, Skagit County Records.

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 15 day of March, 2022.

Fredrick D. Jahns  
Signature

Managing Member  
Print Title

Fredrick D. Jahns  
Print Name

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Fredrick D Jahns** 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 **Managing Member** of **Quality Seafood Services, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

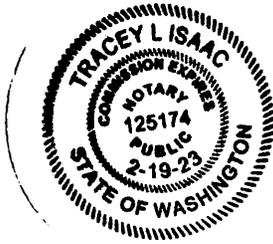
Date: March 15, 2022

(Signature)

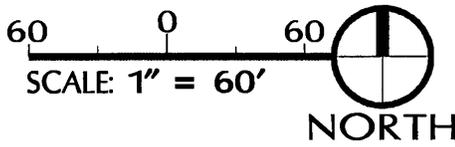
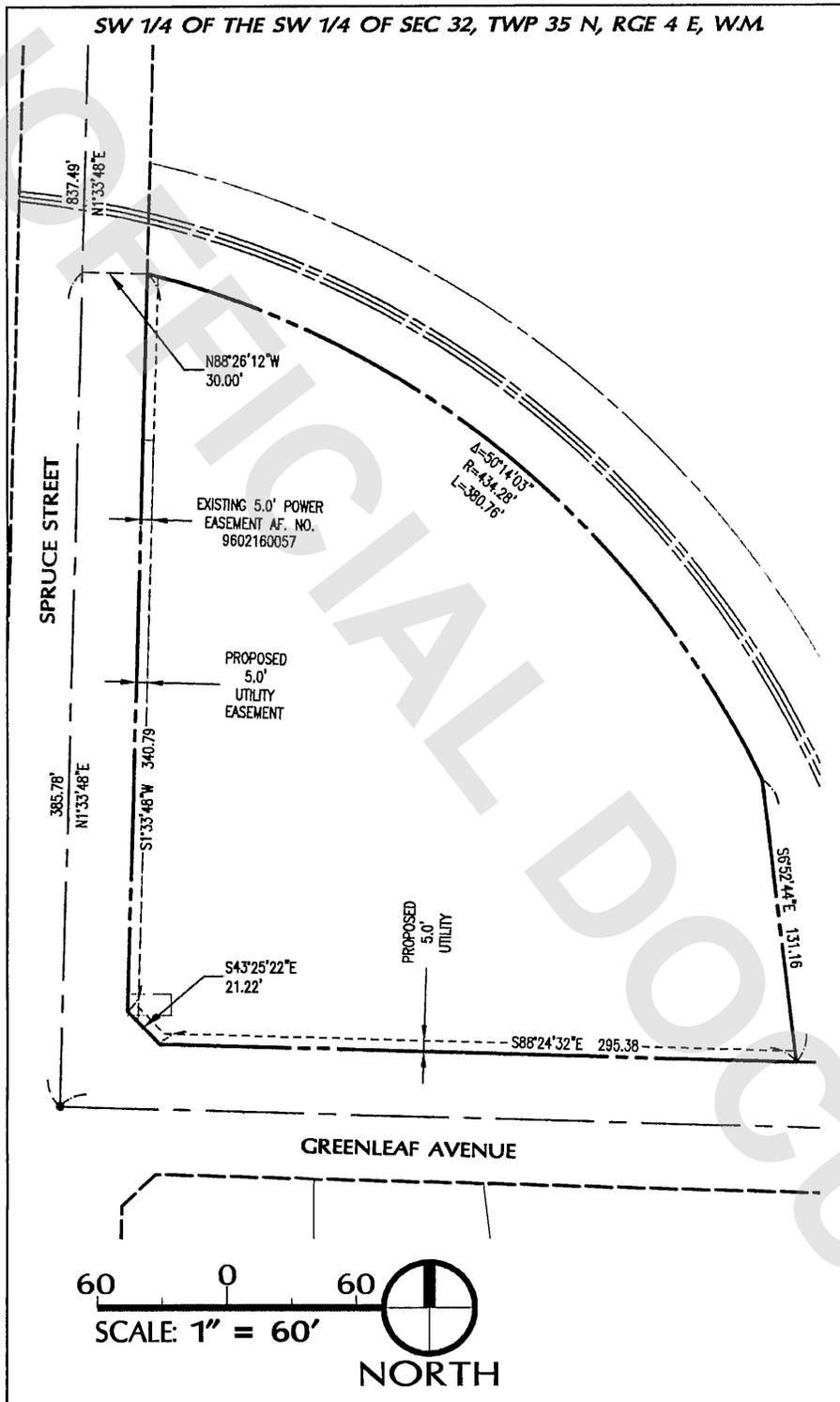
Notary Public in and for the State of Washington

(Printed Name)

My appointment expires: 2-19-23



**EXHIBIT "A"**



<b>Sound Development Group</b> ENGINEERING & SURVEYING P.O. Box 175 202 Tel. 361-404-2000	SHEET DESCRIPTION <b>UTILITY EASEMENT</b>	SCALE 1" = 60'
	PROJECT <b>QUALITY SEAFOODS FOR CHAD FISHER CONSTRUCTION</b>	DRAWN BY: M.J.S. JOB NUMBER: 20022 DATE: 03.14.22
DRAWING NAME 2022EAS.dwg SHEET EXHIBIT 4		