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07/28/2023 02:19 PM Pages: 1 of 3 Fees: \$205.50
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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u>[Signature]</u>
DATE <u>7/28/23</u>

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 9 day of May, 2023, between **J AND N NELSON PROPERTIES 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: P106656

Tract 4 of Binding Site Plan No. MV-3-94 BSP, approved October 21, 1994, and recorded October 21, 1994 as Auditor's File No. 9410210076, in Volume 11 of Short Plats, Pages 130, 131 and 132, records of Skagit County, Washington; being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.

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

That Portion of the Northeast Quarter of the South East Quarter of Section 18, Township 34 North, Range 4 East, W.M. being more particularly described as follows:
The North 40.00 Feet of Tract 4 of Binding Site Plan Number MV-3-94, Approved and recorded on October 21, 1994 and recorded under Auditors File Number 9410210076, Records of Skagit County, State of Washington. Containing 25,202 Sq.Ft. more or less

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.

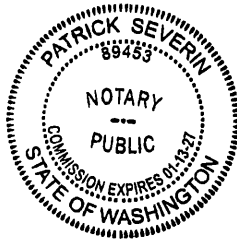
In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 9 day of MAY, 2023.

Jim Nelson Member
Jim Nelson, Managing Member

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that **Jim Nelson** 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 J and N Nelson Properties LLC** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: MAY 9, 2023



(Signature)

Notary Public in and for the State of Washington

(Printed Name) PATRICK SEVERIN

My appointment expires: 01-13-27

EXHIBIT "A"