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06/03/2024 01:36 PM Pages: 1 of 5 Fees: \$307.50  
Skagit County Auditor

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Kaylee Audman  
DATE 6/3/2024

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

### PUD UTILITY EASEMENT

**Reference #:**

**Grantor: Ryan and Brittany Gaither**

**Grantee: Public Utility District No. 1 of Skagit County**

**Short Legal: PTN NE SW, NW SW AND GOV LOT 3, 01-33-04**

**Assessor's Tax Parcel: P16163**

THIS AGREEMENT is made this 22nd day of May, 2024, between **RYAN AND BRITTANY GAITHER**, 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 permanent, perpetual, non-exclusive rights and privileges along, over, within, across, under, through, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of good and valuable consideration, receipt and sufficiency 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, placement, installation, maintenance, use, operation, and retirement of water, sewer, electrical, and communication lines and/or other similar public service related facilities as authorized by Title 54 RCW "Public Utility Districts". This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to, locate and abandon 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 over, across, along, through, upon, in and under the following described lands and premises (the "Property" herein) in the County of Skagit, State of Washington, to wit:

CF-75 NE1/4 SW1/4 & E1/2 NW1/4 SW1/4, Section 1, Township 33 North, Range 4 East, W.M., Together with GOV Lot 3 in SEC 1, TWP 33 N, RNG 4 E.,, Exc Those Portion Thereof Platted as "Big Lake Water Front Tracts, Rec in Vol 4 of Plats, PG 12, and "first add Big Lake Waterfront Tracts, as per Plat Rec in Vol 4 of Plats, PG 15, and Exc Those Portion of GOV Lot 3, SEC 1 TWP 33 N, RNG 4 E., lying SLY of the SLY line of "first add BIG Lake Water Front Tracts, as PER Plat Rec in Vol 4 of Plats Page 15, and Lying SELY of the SELY line of "BIG Lake Water Front Tracts, as per Plat Rec in VOL 4 of Plats, PG 12, also together with a portion of the SE 1/4 of the NW 1/4 of SEC 1, TWP 33 N, RGE 4 E DAF: the E 60.0 FT of the SE 1/4 of the NW 1/4 OF SEC 1, TWP 33 N RGE 4 E, Lying SLY of Majestic Ridge RD and the Plat of Big Lake Water Front Tracts

Except as may be otherwise set forth herein, the District's rights shall be exercised on the easement area described as follows:

See Exhibit A – Easement Description & Exhibit B – Easement Map

Grantor(s) authorizes the District, its contractor/sub-contractors, consultants, agents, successors or assigns, 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.

Following initial installation, repair, maintenance or extension of its facilities, the District shall, to the extent reasonably practicable, restore landscaping, surfaces and portions of the Property affected by the District's work to the condition existing immediately prior to such work. The District shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of the District's work.

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. Fences constructed across the easement area shall have gates or removable sections installed not less than twelve feet wide.

The District agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of the District or its contractors in the exercise of the rights herein granted, but nothing herein shall require the District to indemnify the Grantor for that portion of any such liability attributable to the negligence of the Grantor or the negligence or others.

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.

The rights herein granted shall continue until such time as the District terminates such right by written instrument. No termination shall be deemed to have occurred by the District's failure to install its systems on the easement area.

The District shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement to any public or private utility.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 22<sup>nd</sup> day of May, 2024.

**OWNERS:**

Ryan Gaither  
PRINT NAME

Owner  
TITLE

SIGNATURE

DATE

Brittany Gaither  
PRINT NAME

Owner  
TITLE

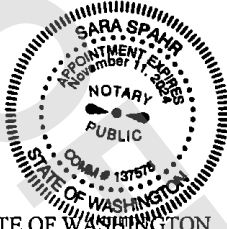
SIGNATURE

Date

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Ryan Gaither is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: May 22, 2024

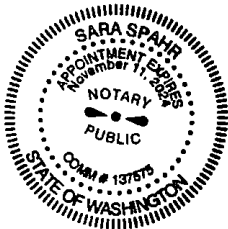


(Signature) Sara Spahr  
Notary Public in and for the State of Washington  
(Printed Name) Sara Spahr  
My appointment expires: 11/11/24

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Brittany Gaither is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: May 22, 2024



(Signature) Sara Spahr  
Notary Public in and for the State of Washington  
(Printed Name) Sara Spahr  
My appointment expires: 11/11/24

**Exhibit "A"****Utilities Easement to PUD No. 1**

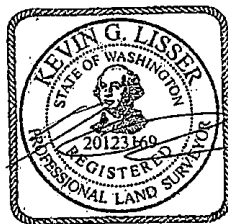
A 30-foot wide easement to Public Utility District No. 1 of Skagit County, Washington over, under and across a portion of Section 1, Township 33 North, Range 4 East, W.M., being more particularly described as follows:

BEGINNING at the West 1/4 corner of said Section 1, Township 33 North, Range 4 East, W.M., from which the Southwest corner of said Section 1 bears South 0°38'08" East;  
 thence South 89°36'54" East, along the North line of the Southwest 1/4 of said Section 1 for a distance of 643.82 feet, more or less, to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 1 and being the TRUE POINT OF BEGINNING;  
 thence continuing South 89°36'54" East along the North line of said Southwest 1/4 (East-West center of Section 1) for a distance of 1,871.43 feet, more or less, the West line of the East 60.00 feet (as measured perpendicular to the East line of the Northwest 1/4 of said Section 1) of the Northwest 1/4 of said Section 1, also being the Southeast corner of Lot 1 (OS-RSV) Skagit County Short Card No. PL-23-0228, recorded under Skagit County Auditor's File No. 202311290024;  
 thence North 1°18'35" West, along said West line, also being the East line of said Short Card No. PL-23-0028, for a distance of 238.66 feet, more or less, to the Southerly margin of Majestic Ridge Lane as shown on that certain unrecorded preliminary plat of Moonlight Terrace;  
 thence South 36°07'06" East, along said Southern margin of Majestic Ridge Lane for a distance of 52.55 feet, more or less, to the West line of the East 30.00 feet (as measured perpendicular to the East line of said Northwest 1/4 of Section 1);  
 thence South 1°18'35" East, along said West line, or West line extended, for a distance of 226.41 feet, to a point 30.00 feet South (as measured perpendicular) of the North line of said Southwest 1/4 of said Section 1;  
 thence North 89°36'54" West, parallel with said North line for a distance of 1,901.71 feet, more or less, to a point on the West line of said East 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 1, at a point bearing South 0°48'01" East from the TRUE POINT OF BEGINNING;  
 thence North 0°48'01" West, along said West line for a distance of 30.01 feet, more or less, to the North line of the Southwest 1/4 of said Section 1 and being the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Containing 63,573 sq ft, 1.5 acres



5-9-24

## EXHIBIT "B"

