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07/12/2024 03:09 PM Pages: 1 of 4 Fees: \$306.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2024 1325
JUL 12 2024

Amount Paid \$ 105.00

Skagit Co. Treasurer
By *[Signature]* Deputy

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

PUD UTILITY EASEMENT

Reference #: CP# 14018
Grantor: Skagit County Drainage District No. 17
Grantee: Public Utility District No. 1 of Skagit County
Short Legal: DIKE DISTRICT #17 R/O/W ALONG HENSON ROAD, S29, T34N, R4E, W.M.
Assessor's Tax Parcel: P133080

THIS AGREEMENT is made this 10 day of July, 2024, between **SKAGIT COUNTY DRAINAGE DISTRICT NO. 17**, also known as **SKAGIT COUNTY DRAINAGE AND IRRIGATION IMPROVEMENT DISTRICT NO. 17**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "PUD."

Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the PUD 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 PUD, 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 in a pipe as authorized by Title 54 RCW "Public Utility Districts," provided the PUD's uses and facilities will be designed, installed, and maintained to not interfere with Grantor's drainage district uses at present or in future, which drainage district uses under Title RCW 85 and RCW 87 shall be paramount. The Grantor's drainage district functions and purposes are paramount to the PUD's uses, therefore, should Grantor need to install, enlarge, modify, or change its uses of the Property consistent with Title 85 RCW or other lawful uses, Grantor shall provide reasonable notice to the PUD (e.g. 180 days), and the PUD shall make provision at the PUD's sole cost and expense to modify their utility crossing to the extent it would interfere with Grantor's uses. The grant includes, subject to the paramount rights of the Grantor, 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 in a pipe over, across, along, through, upon, in and under the Easement Area portion of the following described lands and premises (the "Property" herein) in the County of Skagit, State of Washington, to wit:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SHOWN HATCHED ON EXHIBIT A, BEING SHEETS 6, 8, 9, AND 10 OF THAT CERTAIN PLAN ENTITLED "SR 5, JOHNSON ROAD TO BLACKBURN ST." AS DISCLOSED IN INSTRUMENT RECORDED ON DECEMBER 21, 1978 AS AUDITOR'S FILE NO. 893555, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340429-3-006-1001 (P133080)

The PUD's rights shall be exercised only on that portion of the Property, called the Easement Area, described as follows:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS THE SOUTH 125 FEET OF GRANTOR'S RIGHT-OF-WAY ALONG HENSON ROAD LYING WEST OF STATE OF WASHINGTON PSH NO. 1, CONWAY JUNCTION TO JUNCTION PSH NO. 1 NORTH OF BURLINGTON AND PORTION TAKEN BY THE STATE OF WASHINGTON BY CONDEMNATION UNDER SKAGIT COUNTY CAUSE NO. 32903.

Grantor(s) authorizes the PUD, 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 PUD 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 PUD, 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 PUD.

Following initial installation, repair, maintenance or extension of its facilities, the PUD shall, to the extent reasonably practicable, restore landscaping, surfaces and portions of the Property affected by the PUD's work to the condition existing immediately prior to such work. The PUD shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of the PUD's work. NOTE: the PUD's work presently contemplates a trenchless bore with a vertical separation from the Grantor's drainage facilities of a minimum of 5 feet of vertical separation from the base of the Grantor's drainage facilities or related drainage facilities.

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 notice to and coordinated approval of the General Manager of the PUD, which approval shall not be unreasonably withheld for any and all drainage district purposes under Title 85 RCW or Title 87 RCW. Grantor(s) shall conduct any 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 PUD's use of the easement. Fences constructed across the easement area shall have gates or removable sections installed not less than twelve feet wide.

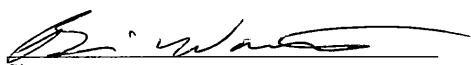
The PUD agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of the PUD or its contractors in the exercise of the rights herein granted, but nothing herein shall require the PUD to indemnify the Grantor for that portion of any such liability attributable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

The Grantor(s) also agree 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, subject to provisions (1) – (5) listed in that Subdivision Guarantee from Guardian Northwest Title & Escrow Company, Guarantee No.: 000012605 dated September 14, 2023, and that Grantor(s) will warrant and defend the title subject to said provisions to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever, subject to any limitations of authority in Title 85 RCW.

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

The PUD 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 10 day of JULY, 2024.


Signature

Chair
Print Title

Brian Waltner, Chair
Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Brian Waltner
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 Chair
of Skagit County Drainage and Irrigation District No. 17
to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: July 10, 2024

(Signature) Mark L. Semrau
Notary Public in and for the State of Washington

(Printed Name): Mark L. Semrau
My appointment expires: October 31, 2026

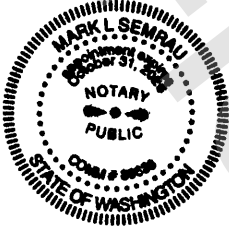
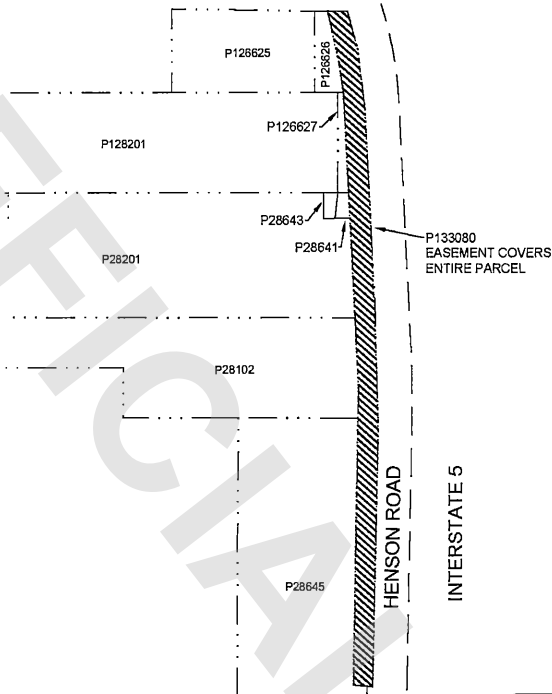


EXHIBIT A
 DEPICTION OF EASEMENT AREA



LEGEND:

PARCEL LIMITS (PROPERTY LINE)	
EASEMENT	
DATE:	02.05.2024
DESIGNED BY:	K. LAFLEUR
ATCO CONTACT:	360.853.6418 kateryna.buxton@atcotelecom.com
NOT TO SCALE	N SIGNATURE: <i>Kateryna La Fleur</i>

 ATCO COMMUNICATIONS SERVICES, LLC www.atcotelecom.com		 PUBLIC UTILITY DISTRICT
		PERMITS EASEMENT LAND SURVEY RIGHT OF WAY 360.563.9000 708 FIRST STREET SNOHOMISH, WA 98290