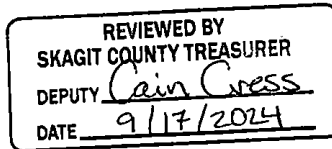




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09/17/2024 11:25 AM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

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



PUD UTILITY EASEMENT

Reference #:

Grantor: Laventure Group, LLC

Grantee: Public Utility District No. 1 of Skagit County

Short Legal: (1.7500 ac) That portion of the Southeast Quarter of the Southeast Quarter of
Assessor's Tax Parcel: P26686 T 34 North, Range 4 East, W.M., described as follows: (Step 3) hws
S 20,

THIS AGREEMENT is made this 4th day of September, 2024, between
Laventure Group 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 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:

See Exhibit A attached hereto and by this reference made a part hereof.

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

See Exhibit B – Easement Description and Exhibit C – 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 4 day of SEPTEMBER 2024.


Signature

Managing Member

Print Title

John Piazza Jr.

Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **John Piazza Jr.** 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 **Managing Member of Laventure Group LLC** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 9-4-2024

(Signature)

Notary Public in and for the State of Washington

(Printed Name) BELA PATAKI

My appointment expires: 08-09-2025

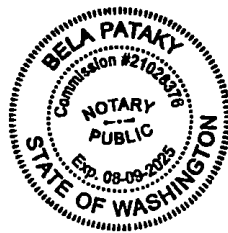


EXHIBIT A

LEGAL DESCRIPTION – SUBJECT PARCEL

TAX PARCEL ID NO. P26686

STATUTORY WARRANTY DEED A.F.N. 201906140038

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE ROAD ALONG THE SOUTH LINE OF SAID SUBDIVISION, COMMONLY KNOWN AS SECTION STREET, AT A POINT 297 FEET EAST OF THE WEST LINE OF THE EAST 30 RODS OF SAID SUBDIVISION;

THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION , AS CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AS AUDITOR'S FILE NO. 869709 FOR LAVENTURE STREET; THENCE NORTH ALONG SAID WEST LINE 660 FEET;

THENCE WEST TO A POINT NORTH OF THE POINT OF BEGINNING;

THENCE SOUTH TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 215 FEET THEREOF;

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B

LEGAL DESCRIPTION – UTILITY EASEMENT AREA

AFFECTING SKAGIT TAX PARCEL ID NO. P26686

AN EASEMENT, OVER AND ACROSS A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE CASED BRASS DISK MONUMENT MARKING THE INTERSECTION OF EAST SECTION STREET AND SOUTH LAVENTURE ROAD;

THENCE ALONG THE CENTERLINE OF SAID SOUTH LAVENTURE ROAD, NORTH 01°01'20" EAST, 271.67 FEET TO THE INTERSECTION OF SOUTH LAVENTURE ROAD AND THE EXTENSION OF THE SOUTHERLY LINE OF SUBJECT UTILITY EASEMENT;

THENCE NORTH 88°58'40" WEST, 30.00 FEET TO THE WESTERLY MARGIN OF SAID ROAD AND THE **TRUE POINT OF BEGINNING** OF THE LEGAL DESCRIPTION CONTAINED HEREIN, FROM WHICH THE SOUTHEAST PROPERTY CORNER OF TAX PARCEL ID NO. P26686 BEARS SOUTH 01°01'20" WEST, 56.01 FEET;

THENCE NORTH 88°58'40" WEST, 12.00 FEET;

THENCE NORTH 01°01'20" EAST, 32.00 FEET;

THENCE SOUTH 88°58'40" EAST, 12.00 FEET TO THE AFOREMENTIONED WESTERLY MARGIN;

THENCE ALONG SAID MARGIN SOUTH 01°01'20" WEST, 32.00 FEET TO THE **TRUE POINT OF BEGINNING** AND THE **TERMINUS** OF THE LEGAL DESCRIPTION CONTAINED HEREIN;

CONTAINS 384 SQUARE FEET, MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.

