

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY KARLEEN VAN MAN
DATE 6/5/2025

PUD UTILITY EASEMENT

Reference #:
Grantor: Cedardale Road LLC
Grantee: PUD No. 1 of Skagit County
Short Legal: SE,32,34,04E
Assessor's Tax Parcel: P29353; XrefID340432-0-009-0017

THIS AGREEMENT is made this 7th day of May, 2025, between CEDARDALE ROAD 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:

Parcel P29353
A portion of the SE ¼ of the SE ¼ of Section 32, Township 34 North, Range 4 E, W.M. as surveyed in Skagit County AFN 200502160071.

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 and 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 of 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 7th day of May, 2025.

Thomas A. Little
Signature

THOMAS A. LITTLE
Print Title
Thomas A. Little
Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Thomas A. Little** 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 Cedardale Road LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 5/7/2025

(Signature)
Notary Public in and for the State of Washington
(Printed Name) Samantha Walker
My appointment expires: August 12, 2027

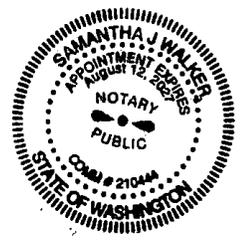


EXHIBIT "A"

EXHIBIT A – Utility Easement PAC West

A utility easement described as follows:

The West 10 of the North 33.00 feet of the property described in the legal description below being the northwest portion of the Cedardale Road LLC (PAC West) property noted as Parcel P29353, 4128 Cedardale Road, Mount Vernon, Washington.

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST, WM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 WHICH IS 660 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 257.9 FEET; THENCE EAST 330 FEET; THENCE SOUTH 187.9 FEET; THENCE EAST 7.5 FEET; THENCE SOUTH 70 FEET; THENCE WEST TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED MAY 24, 1972, RECORDED MARCH 16, 1972 UNDER AUDITOR'S FILE NO 765415.

EXCEPT THAT PORTION OF SAID PREMISES, IF ANY, LYING WITHIN THOSE PREMISES CONVEYED BY MARTIN HUSBY, ET UX, TO RALPH J. HILDEBRAND, ET UX, BY DEED DATED AND FILED MAY 5, 1932 AS FILE NO 250476 AND RECORDED IN VOLUME 161 OF DEEDS PAGE 28.

EXCEPT RIGHT-OF-WAY OF DRAINAGE DISTRICT NO 17.

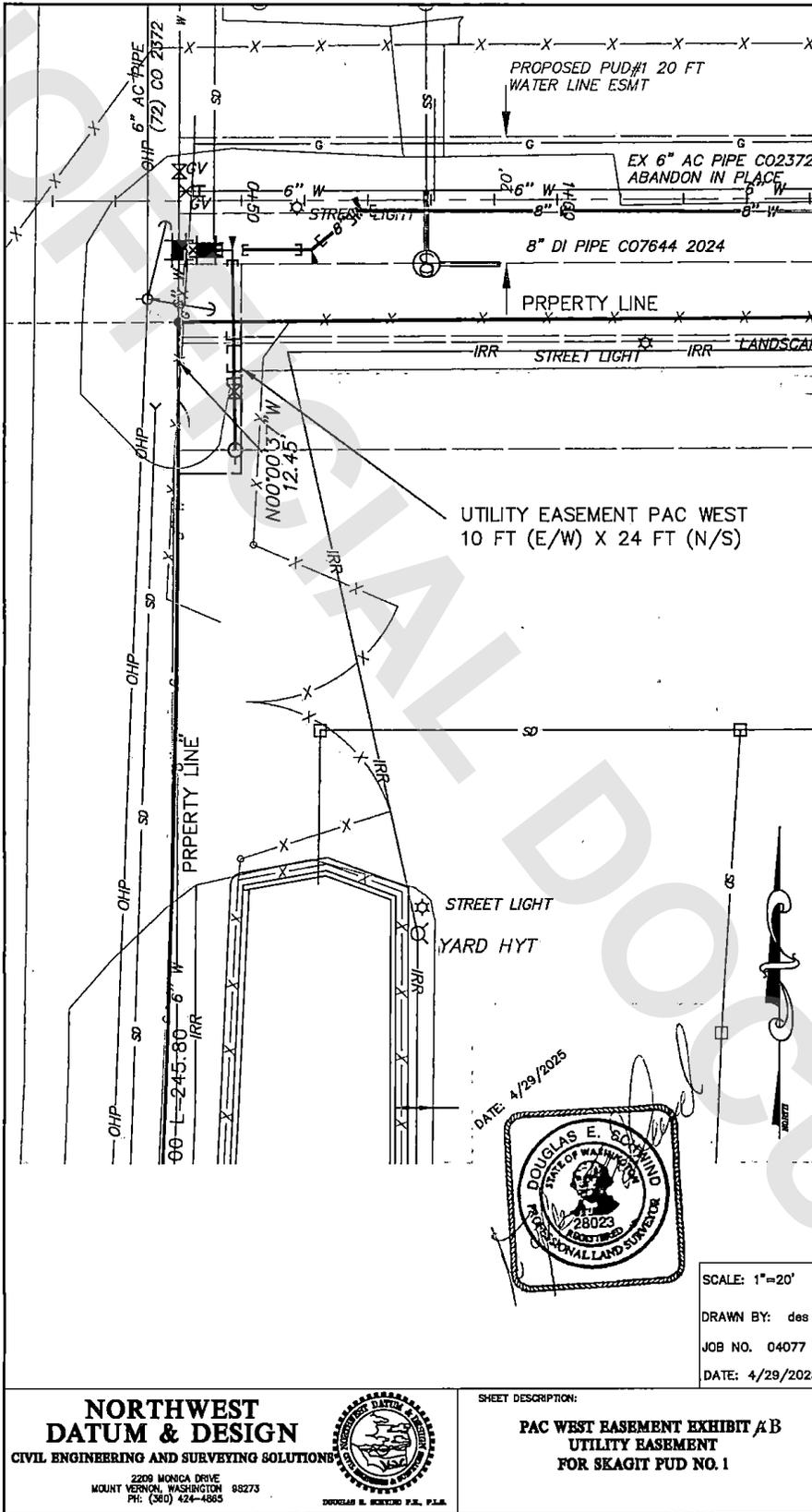
AND EXCEPT THAT PORTION OF SAID PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 WHICH IS 660 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 16.5 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 WHICH IS 10 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 30 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 4 EAST WM, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST 14 FEET; THENCE NORTH 660 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST 14 FEET; THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD.

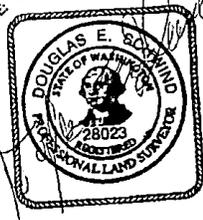


EXHIBIT "B"



Z:\Projects\2004\04077-PAC-West\dwg\04077.dwg Apr. 29, 2025 - 5:10pm

DATE: 4/29/2025



SCALE: 1"=20'
DRAWN BY: des
JOB NO. 04077
DATE: 4/29/2025

NORTHWEST DATUM & DESIGN
CIVIL ENGINEERING AND SURVEYING SOLUTIONS
2209 MONICA DRIVE
MOUNT VERNON, WASHINGTON 98273
PH: (360) 424-4865



DOUGLAS E. SCOWIND P.E., P.L.S.

SHEET DESCRIPTION:
PAC WEST EASEMENT EXHIBIT A & B
UTILITY EASEMENT
FOR SKAGIT PUD NO. 1