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03/19/2026 12:32 PM 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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Belen Martinez
DATE 3/19/24

PUD UTILITY EASEMENT

Reference #:
Grantor: JJ Place, LLC
Grantee: Public Utility District No. 1 of Skagit County
Short Legal: Tract2, Short Plat No. MC-3-92, being a PTN of
NE1/4, SW1/4, SEC16, TWP 34N, RGE 4E, W.M.
Assessor's Tax Parcel: P104938

THIS AGREEMENT is made this 13 day of March, 2026, between
JJ PLACE 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:

P104938
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 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 13 day of MARCH, 2026.

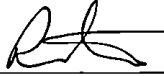
Signature 

Manager
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 the **Manager** of **JJ Place, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: MARCH-13-2026


(Signature)
Notary Public in and for the State of Washington
(Printed Name) BELA PATAKY
My appointment expires: 08-09-2028

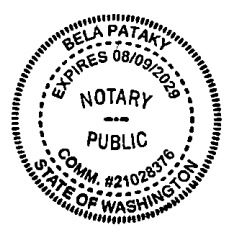


EXHIBIT "A"

BURDENED PARCEL LEGAL DESCRIPTION

TAX PARCEL No. P104938

TRACT 2, SHORT PLAT NO. MV 3-92, APPROVED FEBRUARY 27, 1992 AND RECORDED FEBRUARY 28, 1992, UNDER AUDITOR'S FILE NO. 9202280046, IN VOLUME 10 OF SHORT PLATS, PAGES 64 AND 65, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

EXHIBIT "B"

EASEMENT DESCRIPTION

AFFECTING TAX PARCEL No. P104938

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER UNDER AND ACROSS A PORTION OF LOT 2 OF "SHORT PLAT No. MV 3-92" RECORDED ON FEBRUARY 28, 1992 IN BOOK 10, PAGES 64 AND 65 BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF SAID SECTION 16 AS MARKED BY A CASED MONUMENT AT THE INTERSECTION OF EAST COLLEGE WAY AND NORTH LAVENTURE ROAD;

THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER AND THE CENTERLINE OF EAST COLLEGE WAY SOUTH 88°38'47" EAST 484.48 FEET;

THENCE SOUTH 01°15'53" WEST, 40.00 FEET MORE OR LESS TO THE SOUTH MARGIN OF COLLEGE WAY AND THE NORTHWEST CORNER OF THE AFOREMENTIONED LOT 2 OF THE AFOREMENTIONED SHORT PLAT No. MV 3-92;

THENCE SOUTH 01°15'53" WEST ALONG THE WEST LINE OF SAID LOT 2, 246.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH 20.00 OF THE NORTH 306.00 FEET OF SAID LOT 2 AS PER THAT CERTAIN WATER PIPELINE EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 199911240015 ON NOVEMBER 24, 1999;

THENCE SOUTH 88°38'47" EAST ALONG THE NORTH MARGIN OF SAID EASEMENT, 47.84' TO THE **TRUE POINT OF BEGINNING** OF THE EASEMENT DESCRIBED HEREIN;

THENCE NORTH 01°21'13" EAST, 16.00 FEET;

THENCE SOUTH 88°38'47" EAST, 10.00 FEET;

THENCE SOUTH 01°21'13" WEST, 16.00 FEET TO THE AFOREMENTIONED NORTH MARGIN OF THE AFOREMENTIONED EASEMENT;

THENCE NORTH 88°38'47" WEST ALONG SAID NORTH MARGIN, 10.00 FEET TO THE **TRUE POINT OF BEGINNING** AND THE **TERMINUS** OF THE EASEMENT DESCRIBED HEREIN;

CONTAINS 160 S.F. MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.



EXHIBIT "C"

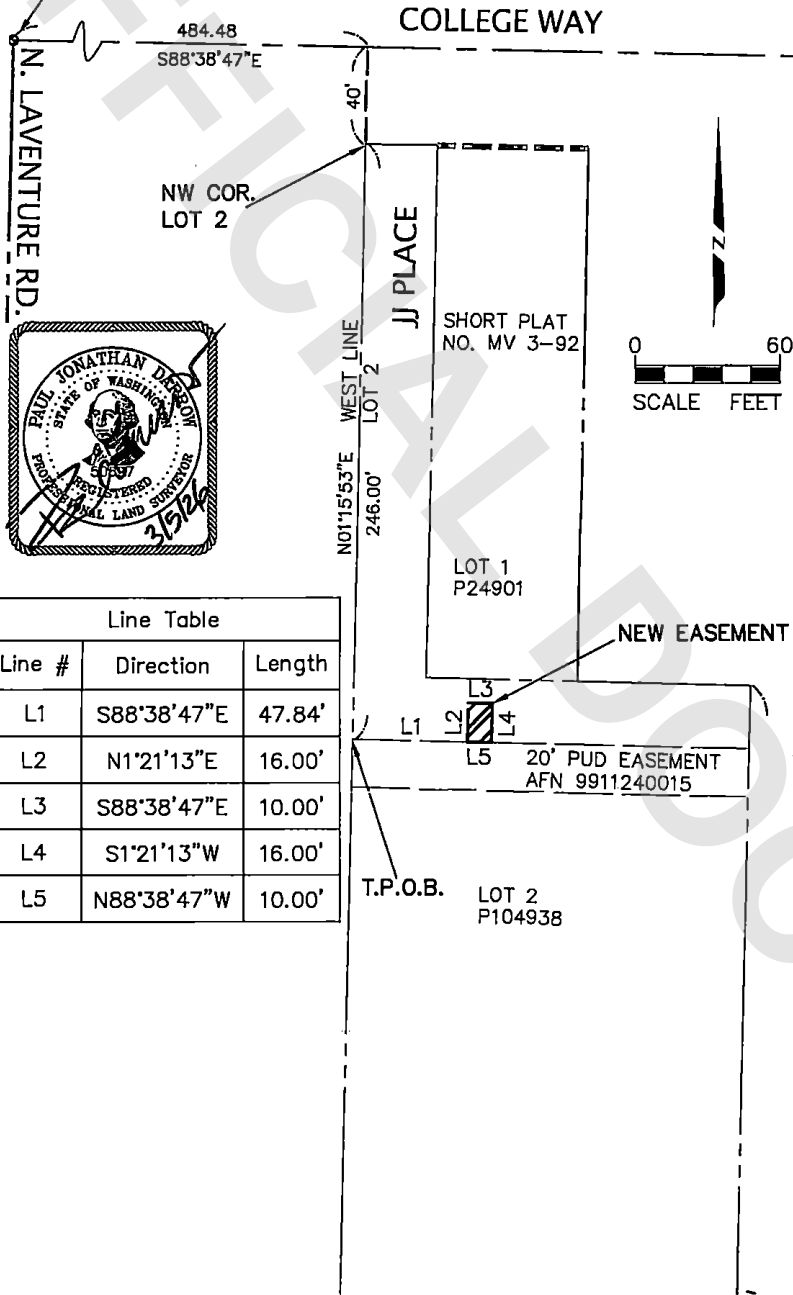
OWNER:
JJ PLACE, LLC
PARCEL NO.:
P104938

ADDRESS:
1600 JJ PLACE
MOUNT VERNON, WA 98273

EASEMENT AREA:
160 SQ. FT.

THIS EXHIBIT IS NOT A RECORD OF SURVEY AND DOES NOT, NOR IS IT REQUIRED TO, MEET THE RECORDING STANDARDS SPECIFIED PER RCW 56.09 OR WAC 332-130.

NW 1/4, SW 1/4
16, 34N, 4E W.M.
P.O.C.



Line Table		
Line #	Direction	Length
L1	S88°38'47"E	47.84'
L2	N1°21'13"E	16.00'
L3	S88°38'47"E	10.00'
L4	S1°21'13"W	16.00'
L5	N88°38'47"W	10.00'



WILSON ENGINEERING

WILSON ENGINEERING, LLC
805 DUPONT STREET
BELLINGHAM, WA 98225
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www.wilsonengineering.com

SKAGIT P.U.D. UTILITY EASEMENT

MOUNT VERNON WASHINGTON

Within the NE 1/4-SW 1/4, Sec. 16,
Twp. 34 N, Rge 4 E, W.M.

DATE
3/2/26

JOB NO.
25046