

After Recording, Please Return To:

City of Sedro-Woolley
Director of Public Works
720 Murdock Street
Sedro-Woolley, WA 98284



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Skagit County Auditor
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WASHINGTON STATE COUNTY AUDITOR/RECORDER/S
INDEXING FORM (Cover Sheet)

98391
LAND TITLE COMPANY OF SKAGIT COUNTY

Document Title: Utilities Easement
Grantor: Sedro-Woolley School District No. 101
Grantee: City of Sedro-Woolley, Washington; P.U.D. No.1 of Skagit County
Legal Description: (abbreviated form i.e. low, block, pat name, section-township-range) Portion of the NW ¼, 25-35-4 E W. M. <input checked="" type="checkbox"/> Additional legal is included on "Exhibit A" and "Exhibit B" of document.
Assessor's Property Tax Parcel Account Number: 350425-2-002-0000

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

UTILITIES EASEMENT

THIS AGREEMENT is made this 28 day of December, 2001, among **SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101, SKAGIT COUNTY, WASHINGTON**, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington, hereinafter referred to as "Grantor," and the **CITY OF SEDRO-WOOLLEY, WASHINGTON**, a Washington municipal corporation, hereinafter referred to as "City" and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Washington municipal corporation, hereinafter referred to as "District."

Witnesseth:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit and described on Exhibit A attached hereto, and

WHEREAS, the City, under Section 3 of Ordinance No. 1321-99 (An Ordinance of the City of Sedro-Woolley vacating the full width and length of First Street between Nelson Street and Jameson Street), as amended by Ordinance No. 1325-99, provided for an easement (the "Old Utilities Easement") to be retained over, across, and under the entire vacated area described in said Ordinance, for utility services;

WHEREAS, the City has issued an amendment to Ordinance No. 1321-99 to revise Section 3 of said Ordinance to incorporate the legal description for the Utility Easement Area into Section 3 thereof; and

WHEREAS, the parties have agreed upon an alternative utilities easement (the "New Utilities Easement") as more particularly described in Exhibit "A" attached hereto (the "Utility Easement Area") and the City desires to memorialize its rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, quit claims, conveys, and grants to the City and the District, and their successors or assigns the perpetual easement for utility purposes, including the right, privilege, and authority enabling the City and the District to do all things necessary or proper in the construction and maintenance of the public utilities, including but not limited to sewer, water, telephone, electrical, gas and any other services installed or permitted by the City or the District by permit, franchise or otherwise ("Utilities), including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and



locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of the Utilities over, across, along, in and under the Utilities Easement Area.

The City may assign or grant franchises solely for utility purposes over, across and under the Utilities Easement Area, in the same manner as in any other city right-of-way subject to the conditions herein.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed permanent structures of any kind on the Utility Easement Area, (not including asphalt and landscaping) without written approval of the City. Grantor shall conduct its 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 by the City or the District upon the easement or in any way interfere with, obstruct or endanger the City's or the District's use of the New Utilities Easement.

The City and/or the District shall, upon completion of any work within the property covered by this easement, restore the surface of the easement and any private improvements disturbed or destroyed during execution of the work, as nearly as practical to their normal conditions that they were in immediately before the commencement of the work or entry by the City and/or the District.

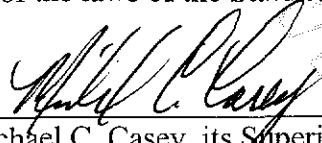
The New Utilities Easement supersedes and replaces the Old Utilities Easement, which shall have no further force or effect after approval of this easement agreement by the City Council.

This Utilities Easement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one in the same instrument.

In Witness Whereof, the Grantor, the City and the District hereunto set their hands and seals.

**SEDRO-WOOLLEY SCHOOL
DISTRICT NO. 101, SKAGIT COUNTY,
WASHINGTON**, a municipal corporation
duly organized and existing under and by
virtue of the laws of the State of Washington

By


Michael C. Casey, its Superintendent, in
his capacity as Secretary of the Board of
Directors



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Skagit County Auditor

**PUBLIC UTILITY DISTRICT NO. 1 OF
SKAGIT COUNTY, WASHINGTON, a
Washington municipal corporation**

By *Kenneth K. Kukuk*
Kenneth K. Kukuk, General Manager

**CITY OF SEDRO-WOOLLEY,
WASHINGTON, a Washington municipal
corporation**

By *Sharon Dillon*
Sharon Dillon, Mayor

Attest:

Christine A. Salsena
City Clerk (Deputy)

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Exchange Tax
PAID

FEB 01 2002

Amount Paid \$0
Skagit County Treasurer
By: *mem* *Robert*

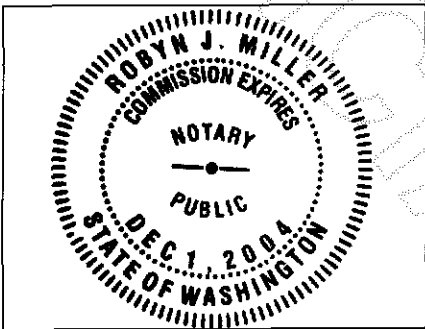


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Michael Casey 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 Superintendent of and in his capacity as Secretary of the Board of Directors of Sedro-Woolley School City No. 101, Skagit County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 1, 2002



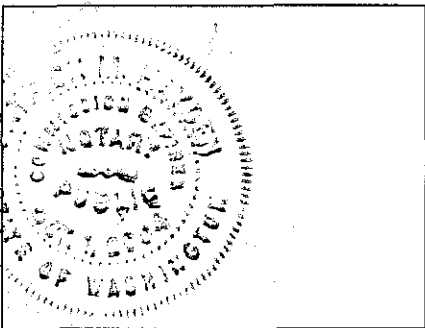
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Robyn J. Miller
Notary Public
Print Name Robyn J. Miller
My commission expires December 1, 2004

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Sharon Dillon and ~~Patsy Nelson~~, to me known to be the Mayor and ^{*Deputy} City Clerk of the City of Sedro-Woolley, appeared before me, and acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor and City Clerk of City of Sedro-Woolley, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JAN. 31, 2002



(Use this space for notarial stamp/seal)

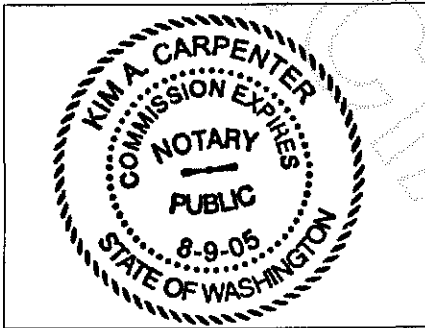
Patrick M. Hayden
Notary Public
Print Name Patrick M. Hayden
My commission expires 10-1-04

Christine Salseina

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kenneth K. Kukuk is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Manager of Utility District No. 1 of Skagit County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/1/02



(Use this space for notarial stamp/seal)

Kim A. Carpenter
Notary Public
Print Name KIM A. Carpenter
My commission expires 08/09/05



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EXHIBIT A

LEGAL DESCRIPTION
FOR
TREE SOURCE/SEDRO-WOOLLEY LUMBER
OF
AN EASEMENT TO P.U.D. No.1 OF SKAGIT COUNTY,
THE CITY OF SEDRO-WOOLLEY AND THEIR SUCCESSORS AND ASSIGNS

January 25, 2002

That portion of the 30 foot wide street described in indenture between Seattle Lake Shore and Eastern Railway Company and Norman Kelley and W.S. Jameson dated July 19, 1890 and filed under Auditor's File No. 10879 lying south of the westerly projection of the south line of Nelson Street and north of the south-line of the southwest quarter of Section 24, Township 35 North, Range 4 East, W.M.;

TOGETHER WITH that portion of the north 25 feet of the northwest quarter of Section 25, Township 35 North, Range 4 East, W.M. lying between the east line of the above described 30 foot wide street and a line lying 25 feet easterly as measured at right angles from Burlington Northern and Santa Fe Railway Company's Main Track centerline;

TOGETHER WITH a 25 foot wide strip of land lying north of the westerly projection of north line of Jameson street, south of the north line of the northwest quarter of Section 25, Township 35 North, Range 4 East, W.M., and easterly of, adjacent to and contiguous with a line lying 25 feet easterly as measured at right angles from the Burlington Northern and Santa Fe Railway Company's Main Track centerline.

Situate in the City of Sedro-Woolley, Skagit County, Washington.

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Skagit County Auditor

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