



201612220086

Skagit County Auditor  
12/22/2016 Page

1 of

\$78.00

6 3:28PM

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:Diane M. Steen  
895 Nevitt Road  
Burlington, WA 98233SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 22 2016

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy**EASEMENT FOR WATERLINE AND VAULT****GRANTOR:** WENATCHEE EQUITY INVESTORS, LLC, a Washington limited liability company**GRANTEE:** PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal corporation**Legal Description:**Abbreviated Form: Sec. 6, Township 34 N., Range 4 East, W.M., Portion SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ 

Additional Legal on: Page 1 &amp; 2

Assessor's Tax Parcel No's: 340406-1-004-1004; P132750

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between WENATCHEE EQUITY INVESTORS, LLC, a Washington limited liability company, (hereinafter "Grantor"), and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal corporation, (hereinafter "Grantee").

- 1) GRANTOR, is the owner of the following described parcel of property in the City of Burlington, Skagit County, Washington: ("WEI, LLC Lot"):

A portion of that property described in Special Warranty Deed executed by Puget Sound Energy, Inc., dated June 22, 2007, recorded June 29, 2007 under Auditor's File No. 200706290226 records of Skagit County, Washington, and being in the West half of the North half of the Southwest quarter of the Northeast quarter, Section 6, Township 34 North, Range 4 East, Willamette Meridian, Skagit County, Washington, described as follows:

Commencing at the Northwest corner of said subdivision; thence Easterly

along the Northerly boundary of said subdivision to a point opposite Highway Engineer's Station (hereinafter referred to as HES) N 13+82± on the N line survey of SR 5, SR 20 Interchange and 120 feet Northeasterly therefrom and the True Point of Beginning of this description; thence continue Easterly along said Northerly boundary to a point opposite HES NT 16+04.86 on the NT line survey of said Highway and 47.22 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES N 19+97.20 on the N line survey and 120 feet Northerly therefrom; thence Westerly and Northwesterly parallel to said N line survey to the True Point of Beginning.

Subject to matters of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

- 2) GRANTEE wishes to acquire certain rights and privileges along, within, across, under, and upon the said WEI, LLC lot.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

- 3) GRANTOR, hereby grants and conveys to GRANTEE, its successor or assigns, a non-exclusive perpetual easement for the installation, maintenance and repair for a waterline plus vault and appurtenances over and across the following described property, (the "Easement Area"), and as depicted on the attached Exhibit "A":

A NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR FOR A WATERLINE PLUS VAULT AND THERE APPURTENANCES, OVER, UNDER AND UPON A TRACT OF LAND, ALL BEING LOCATED WITHIN THE PARENT PARCEL AS DISCLOSED ON RECORD OF SURVEY UNDER AUDITORS FILE NUMBER 201601150038 RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED EXECUTED BY PUGET SOUND ENERGY, INC., DATED JUNE 22, 2007, RECORDED JUNE 29, 2007 UNDER AUDITOR'S FILE NO. 200706290226 RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING IN THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID

SUBDIVISION TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) N 13+82± ON THE N LINE SURVEY OF SR 5, SR 20 INTERCHANGE AND 120 FEET NORTHEASTERLY THEREFROM AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE EASTERLY ALONG SAID NORTHERLY BOUNDARY TO A POINT OPPOSITE HES NT 16+04.86 ON THE NT LINE SURVEY OF SAID HIGHWAY AND 47.22 FEET SOUTHWESTERLY THEREFROM; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES N 19+97.20 ON THE N LINE SURVEY AND 120 FEET NORTHERLY THEREFROM; THENCE WESTERLY AND NORTHWESTERLY PARALLEL TO SAID N LINE SURVEY TO THE TRUE POINT OF BEGINNING, THE SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARENT PARCEL THENCE SOUTH 32°03'38" EAST ALONG THE WESTERLY ROAD MARGIN OF THE NEVITT ROAD AND THE BEFORE MENTIONED NT LINE A DISTANCE OF 81.25 FEET TO **THE TRUE POINT OF BEGINNING OF SAID TRACT**; THENCE SOUTH 55°19'00" WEST, 6.21 FEET; THENCE SOUTH 34°34'26" EAST, 10.00 FEET; THENCE NORTH 55°19'00" EAST, 5.77 FEET TO THE WESTERLY ROAD MARGIN OF THAT BEFORE MENTIONED NT LINE THENCE NORTH 32°03'38" WEST ALONG SAID MARGIN 10.01 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 60 SQUARE FEET MORE OR LESS

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

- 4) This easement shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of the GRANTOR and GRANTEE, or by the operation of law.
- 5) The benefits, burdens and covenants of the easement shall be deemed to run with the land and bind GRANTEE and GRANTOR, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 6) GRANTEE, and its successors or assigns, will indemnify, defend, and save GRANTOR and its successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by GRANTEE or GRANTOR, their successors, assigns, contractors, invitees, agents, employees or others, which damage or injuries are caused by

any act or omission of GRANTEE, its agents, contractors, invitees or employees, or from any activity, work, or things done, permitted or suffered by GRANTEE or its successors, assigns, contractors, invitees, agents, employees or others in or about the easement area, or caused by any condition or defects now or hereafter existing or occurring in the easement area and improvements now or hereafter located in the easement area.

- 7) There are no verbal or other agreements which may modify or affect this easement. There are no other agreements between the parties relating to any easements of the subject Property other than those describe herein and this easement shall not be construed as applying to any easements not specifically described herein. This easement is an integrated, complete document and constitutes the entire agreement among the parties.
- 8) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses, including all such attorneys fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

Dated this 18<sup>th</sup> day of November, 2016

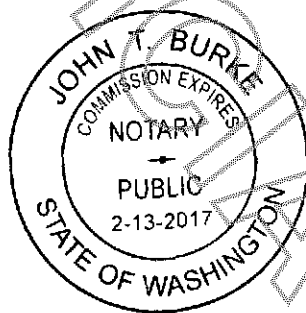
GRANTEE:  
WENATCHEE EQUITY INVESTORS, LLC

By:   
GARY A. STEEN, Member

By:   
DIANE M. STEEN, Member

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that GARY A. STEEN and DIANE M. STEEN are the persons who appeared before me, and said persons acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MEMBERS of WENATCHEE EQUITY INVESTORS, LLC, a Washington limited liability company, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.



Dated: November 18<sup>th</sup> 2016

John T. Burke  
(Signature)

NOTARY PUBLIC  
JOHN T. BURKE

Print Name of Notary

My appointment expires: 2-13-2017

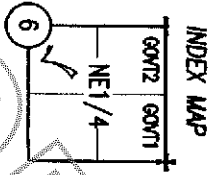
# EXHIBIT A

LOT 4 of  
STEEN BINDING  
SITE PLAN  
AFN - 201101260089

EXISTING BUILDING

SEE-RECORD OF  
SURVEY  
AFN - 201601150038

SECTION 6, TWP. 34 N., RGE. 4 E., W.M.

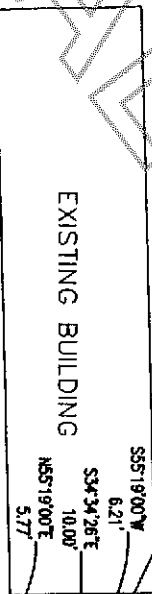


50 0 50  
SCALE 1" = 50'



WISDOT AREA OF LIMITED ACCESS-  
ACCESS NOT PERMITTED

SR 5  
SR 20  
INTERCHANGE  
APPROVED AND ADOPTED 11-20, 2006



TPOB

NE CORNER

S32°03'36"E 81.25'

CITY OF BURLINGTON

NEWTY ROAD  
WISDOT RT-LINE

NT 16+04.96 P.O.C.  
DED- NT 16+04.96

**Sound Development Group**

ENGINEER

P.O. Box 202

Toll 360-222-1013

SHEET DESCRIPTION	
<b>EXHIBIT "F-1"</b>	
PROJECT	
<b>WATER EASEMENT FOR STEEN - WENATCHEE OWNERSHIP</b>	

SCALE	1" = 50'
DRAWN BY:	MLWARE
JOB NUMBER:	15063
DATE	9-29-2016
DRAWING NAME	15056
SHEET	1 of 1