



Skagit County Auditor

2/9/2018 Page

1 of

3

\$76.00

3:08PM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 09 2018

Amount Paid \$ /
Skagit Co. Treasurer
By *mbm* Deputy

RETURN TO:

Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 1st day of February, 2018, between **RITA STREET 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 rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt 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 and maintenance of water, sewer, electrical, and communication lines and/or other similar public service related facilities. This includes the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, change the size of, relocate, connect to and locate 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 on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P37585

A 20.00 foot easement for water line purposes, and the maintenance thereof, over, under and across a portion of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., lying 10.00 feet left (Northerly and Northwesterly) and 10.00 feet right (Southerly and Southeasterly) of the following described centerline line:

Commencing at the Southwest corner of the Southwest 1/4 (Southwest Section corner) of Section 24, Township 35 North, Range 4 East, W.M.;

thence North 88°42'20" East along the South line of said subdivision for a distance of 1,337.32 feet, more or less, to the Easterly right-of-way margin of Ruth Street as described on Quit Claim Deed to the City of Sedro-Woolley, recorded under Skagit County Auditor's File No. 201703020116;

thence North 0°23'28" West along said Easterly right-of-way margin for a distance of 799.77 feet to the POINT OF BEGINNING of said centerline;

thence North 75°04'03" East for a distance of 72.80 feet to a point hereafter referred to as Point "A";
thence continue North 75°04'03" East for a distance of 42.41 feet to a point hereafter referred to as Point "B";

thence continue North 75°04'03" East for a distance of 42.46 feet;

thence North 30°04'03" East for a distance of 55.45 feet;

thence North 13°16'18" West for a distance of 55.81 feet, more or less, to the Southeasterly right-of-way margin of West State Street, as shown on that certain Record of Survey map recorded under Skagit County Auditor's File No. 201711220109 and being at a point bearing South 75°04'03" West a distance of 30.25 feet from the Northeast corner of that certain parcel surveyed on said map recorded under Auditor's File No. 201711220109 and also being the terminus of said centerline.

AND a 10.00 foot wide easement for water line purposes, and the maintenance thereof, over, under and across a parcel lying 5.00 feet left (Easterly) and 5.00 feet right (Westerly) of the following described centerline:

BEGINNING at the aforementioned Point "A";

thence South 14°55'57" East for a distance of 31.00 feet, being the terminus of said centerline;

AND ALSO a 10.00 foot wide easement for waterline purposes, and the maintenance thereof, over, under and across a parcel lying 5.00 feet left (Easterly) and 5.00 right (Westerly) of the following described centerline:

BEGINNING at the aforementioned Point "B";

thence South 14°55'57" East for a distance of 23.78 feet, being the terminus of said centerline.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record

The sidelines of the above easement are to be shortened or lengthened as necessary to conform to property lines, see map attached as Exhibit "A".

For additional survey information see that certain survey recorded under Skagit County Auditor's File No. 201711220109.

Grantor(s) authorizes the District 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.

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.

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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 1st day of February, 2018.



Signature

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Paul Woodmansee
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 Member of RITA STREET LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 2/1/18

(Signature) Marcie O'Brien
Notary Public in and for the State of Washington
(Printed Name) Marcie O'Brien
My appointment expires: 01-01-21

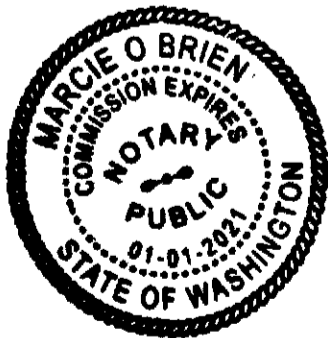
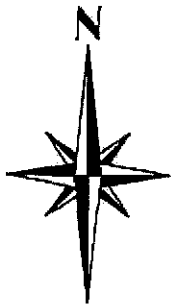
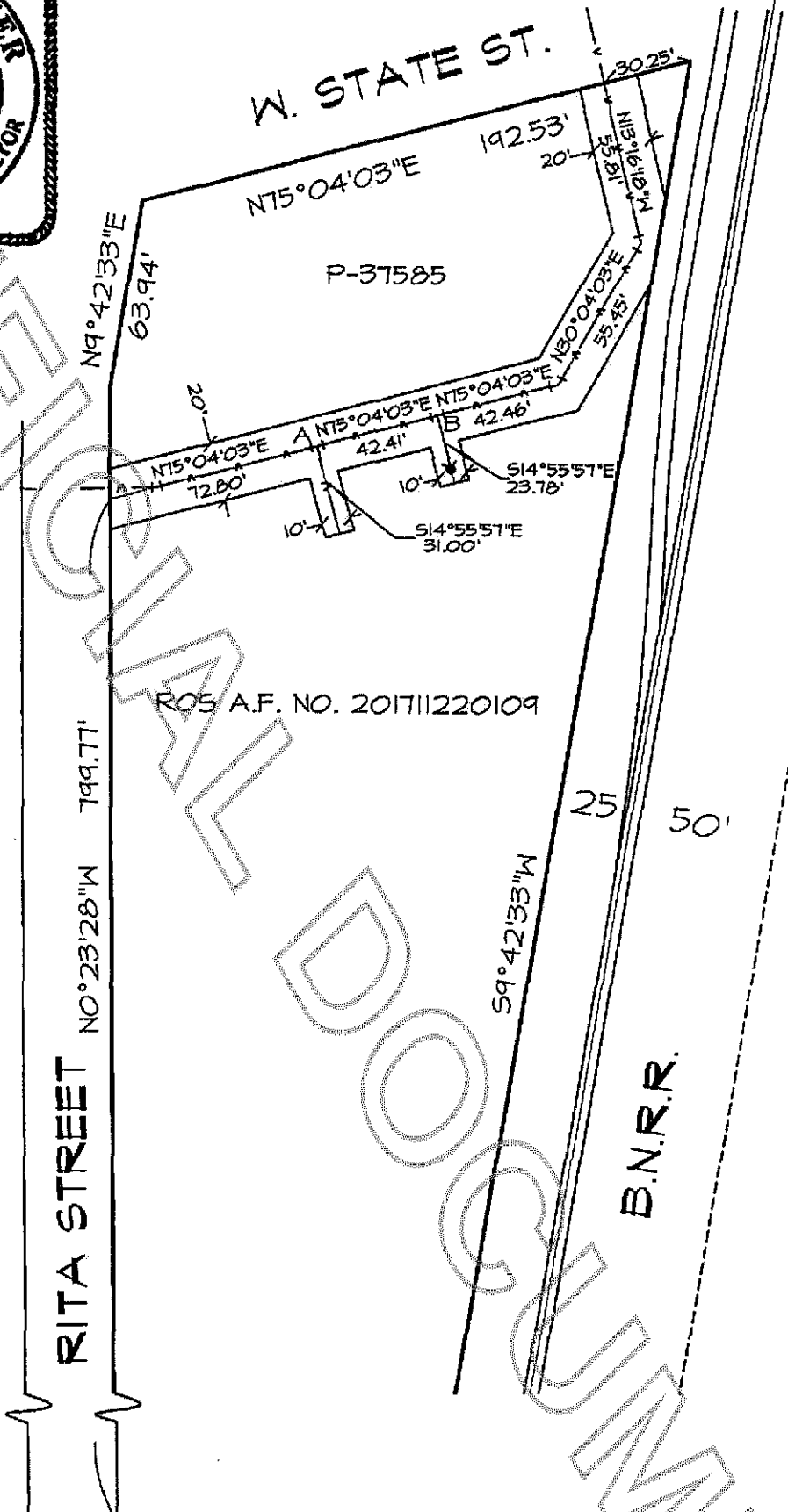


EXHIBIT "A"



SOUTHWEST SECTION CORNER
23 724
26 125 N08°42'20"E 1337.32'



WATER LINE EASEMENT IN A PORTION OF THE
SE 1/4 OF THE SW 1/4 OF
SECTION 24, T. 35 N., R. 4 E., W.M.
SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON
FOR: RITA STREET, LLC

DATE: 1/10/18

MERIDIAN: ASSUMED

LISSE & ASSOCIATES, PLLC SCALE: 1"=100'
SURVEYING & LAND-USE CONSULTATION

MOUNT VERNON, WA 98273 360-419-7442 DWG: 15-113 ROS