



201903150085

03/15/2019 02:29 PM Pages: 1 of 4 Fees: \$102.00  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2019 932

MAR 15 2019

Amount Paid \$ 202.58  
Skagit Co. Treasurer  
By *mm* 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 3<sup>RD</sup> day of JANUARY, 2019, between **RAYMOND L. SUNDSTROM AND VICKI M. TISDEL**, 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:

**Tax Parcel Number: P126738**

That portion of the Northwest ¼ of Section 14, Township 34 North, Range 4 East, W.M. described as follows:

Commencing at the North ¼ corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right-of-way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way line, 1,494.24 feet to the true Point of Beginning; thence Northeasterly along said right-of-way 408.00 feet; thence North 56°41'17" West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North 46°15'53" East 126.54 feet; thence South 53°55'39" East 185.22 feet to the center of that certain 100-foot wide right-of-way to Seattle Lake Shore and Eastern Railway Company right-of-way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; thence South 36°04'21" West, along said centerline, 241.88 feet; thence continue along said centerline on a curve to the left having a radius of 1,503.12 feet through a central angle of 1°47'53" an arc distance of 47.17 feet, more or less, to the Southwest corner of that certain parcel as conveyed to Skagit County by Deed recorded November 11, 1996 under Auditor's File No. 9611150090; thence South 55°43'32" East 50.00 feet to the Southeasterly corner of that certain parcel as conveyed to Skagit County under Auditor's File No. 9611150090, said point being the point of divergence of the right-of-way of State Highway 9 and the Easterly line of 100-foot strip conveyed to Seattle Lake Shore and Eastern Railway Company right-of-way; thence Southwesterly along the right-of-way of the Seattle Lake Shore and Eastern Railway Company right-of-way, a distance of 226.59 feet, more or less, to a point of intersection with the Southeasterly projection of the Southwesterly line of the above described parcel; thence North 60°07'16" West, along said projection, 100.66 feet to the true Point of Beginning. Except the following described portion: that portion of the NW¼ described as follows: Commencing at the North ¼ corner of Section 14; thence west along the North line of said Section, 275.88

feet to an intersection with the Westerly right of way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way, 1494.24 feet; thence Northeasterly along said right-of-way, 408 feet to the true Point of Beginning; thence North 56°41'17" West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North 46°15'53" East, 126.54 feet; thence South 53°55'39" East, 135.22 feet to the West line of the rail road right-of-way; thence Southwesterly along said right of way to Point of Beginning.

On the easement described as follows (See Exhibit A – Easement Map):

Commencing at the North ¼ corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right-of-way line of the Northern Pacific Railway Company; thence Southwesterly, along said right-of-way line, 1,494.24 feet; thence Northeasterly along said right-of-way 408.00 feet; thence North 56°41'17" West, along the Northeasterly line of the above described parcel, 157.80 feet; thence North 46°15'53" East 126.54 feet; thence South 53°55'39" East 185.22 feet to the center of that certain 100-foot wide right-of-way to Seattle Lake Shore and Eastern Railway Company right-of-way as conveyed by Deed dated April 4, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington; thence South 36°04'21" West, along said centerline, 241.88 feet; thence continue along said centerline on a curve to the left having a radius of 1,503.12 feet through a central angle of 1°47'53" an arc distance of 47.17 feet, more or less, to the Southwest corner of that certain parcel as conveyed to Skagit County by Deed recorded November 11, 1996 under Auditor's File No. 9611150090 and the Point of Beginning of this easement description; thence along the southwest line of said Skagit County parcel South 55°43'32" East 50.00 feet, more or less to the Southeast corner of said parcel, being a point on the southeasterly right-of-way margin of the abandoned Seattle Lake Shore and Eastern Railway Company right-of-way; thence Southwesterly along said right-of-way margin a distance of 226.94 feet, more or less, to a point of intersection with the Southeasterly projection of the Southwesterly line of that certain tract of land conveyed to Sundstrom and Tisdell under Skagit County Auditor's File No. 200711200139; thence North 60°07'15" West, along said projection, 65.19 feet; thence departing said projected line North 36°13'13" East, 38.50 feet; thence North 45°32'52" East 91.26 feet; thence North 36°13'13" East 103.89 feet, more or less, to the Point of Beginning. Containing approximately 0.29 acres.

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 3<sup>rd</sup> day of JANUARY, 2019.

Raymond L Sundstrom  
Signature

Vicki M Tisdal  
Signature

Raymond L. Sundstrom  
Print Name

Vicki M. Tisdal  
Print Name

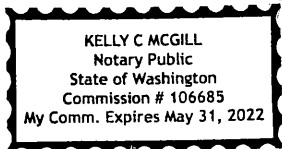
STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Raymond L. Sundstrom and Vicki M. Tisdal are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 1/3/19

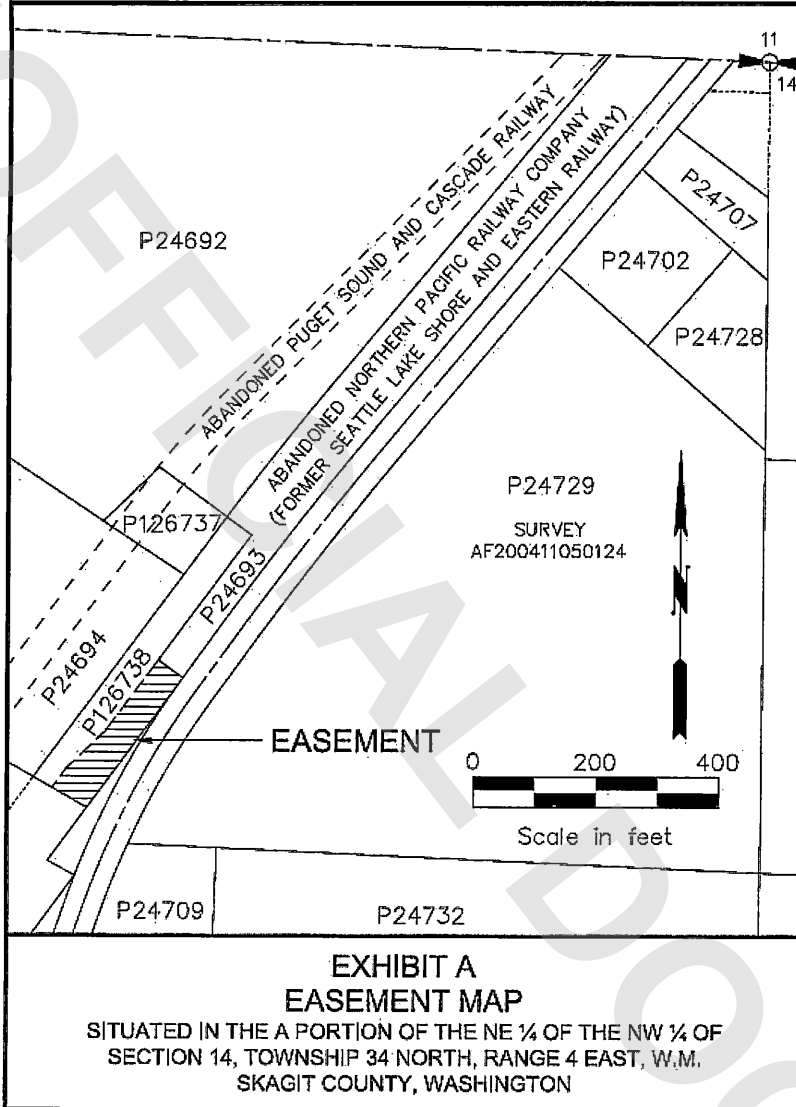
[Signature]  
Notary Public in and for the State of Washington

(Printed Name) KELLY C. MCGILL



My appointment expires: 5/31/2022

**EXHIBIT "A"**



**EXHIBIT A  
EASEMENT MAP**  
SITUATED IN THE A PORTION OF THE NE ¼ OF THE NW ¼ OF  
SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,  
SKAGIT COUNTY, WASHINGTON