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08/25/2020 02:26 PM Pages: 1 of 5 Fees: \$107.50
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 [Signature]
DATE [Signature]

AMENDMENT OF EASEMENT/CONFIRMATION AGREEMENT

REFERENCE #: 608565
GRANTOR: SKAGIT LAND TRUST
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY
SHORT LEGAL: PTN NE ¼ SW ¼ & NW ¼ SE ¼ SEC 15, T 34N, R 04E
ASSESSOR'S PROPERTY TAX PARCEL: P24892; P31295 & P131296

THIS AGREEMENT is made and entered into this 24 of August, 2020, by and between Skagit Land Trust, hereinafter referred to as "Grantor," and Public Utility District No. 1 of Skagit County, Washington, a Municipal Corporation, hereinafter referred to as "District."

District is the holder of certain perpetual easement rights pursuant to those certain easements (the "Easement[s]") dated June 7, 1961 and recorded under Skagit County Auditor File Number 608565, in the Real Property Records of Skagit County, Washington. The Grantor herein and District wish to clarify certain matters regarding the above-mentioned easement.

NOW, THEREFORE, for and in consideration of Mutual Benefits, the parties hereto confirm and agree as follows:

Section 1. The Easement, as granted in 1961, as hereinafter amended, remain in full force and effect.

Section 2. In addition to lands already encumbered by said 1961 easement the parties mutually agree to add the following lands owned by Grantor described in Exhibit "A" and graphically depicted in Exhibit "B" attached hereto and by this reference made a part hereof.

Section 3. The parties agree to add the following terms contained in Exhibit "C" attached hereto and by this reference made a part hereof, to the Easement.

Section 3. This Agreement shall be binding upon and inure to the benefit of Successors and Assignees of both parties.

In Witness Whereof, the parties have executed and delivered this Agreement as of the day and year set forth above.

GRANTOR: SKAGIT LAND TRUST

[Signature]
James E. (Jim) Glackin
Board President

PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY

[Signature]
George Sidhu, P.E.
General Manager

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **James E. (Jim) Glackin** 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 **Board President of Skagit Land Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 8-21-20

(Signature) *Lindsey Weaver*
Notary Public in and for the State of Washington
(Printed Name) Lindsey Weaver
My appointment expires: 07-23-2022



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **George Sidhu, P.E.** 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 **General Manager of Public 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.

Date: 8-21-20

(Signature) *Deana Dean*
Notary Public in and for the State of Washington
(Printed Name) DEANA DEAN
My appointment expires: 11-06-2021

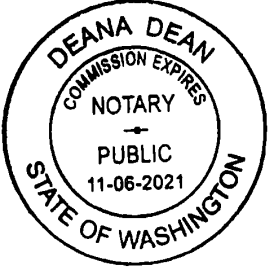


EXHIBIT "A"**Pacific Surveying & Engineering, Inc**

land surveying • civil engineering • consulting • planning • gis

909 Squalicum way, Suite 111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com**EXHIBIT 'A'
EASEMENT DESCRIPTION****SKAGIT LAND TRUST (PORTION OF P24892, P131295, P131296)**

AN EASEMENT OF VARYING WIDTH, LYING WITHIN THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

THE SOUTH 30.00 FEET OF THE NORTH 60.00 FEET OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER LYING EASTERLY OF THE EAST MARGIN OF THAT CERTAIN P.U.D. #1 WATER LINE EASEMENT FILED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 608565 AND LYING SOUTH OF THE UNOPENED COUNTY RIGHT OF WAY ABUTTING TO THE NORTH.

ALSO, THE NORTH 60.00 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER EXCEPTING THEREFROM ANY PART THEREOF LYING EASTERLY OF THE EAST BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKAGIT LAND TRUST UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20121150080.

ALSO, THE NORTH 60 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14 LYING EASTERLY OF THE WEST BOUNDARY OF THAT CERTAIN TRACT OF LAND CONVEYED TO SKAGIT LAND TRUST UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 20121150080.

EXCEPT ANY PORTION THEREOF LYING EAST OF THE WEST MARGIN OF THE FORMER PUGET SOUND AND CASCADE RAILWAY COMPANY RIGHT OF WAY.

EXCEPT COLTRIN ROAD RIGHT OF WAY.

ALSO, EXCEPT ANY PORTION THEREOF LYING NORTH OF THE SOUTHERLY MARGIN OF THAT CERTAIN CASCADE NATURAL GAS EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201005120080.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



Page 4 of 5

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P.N.: 3549

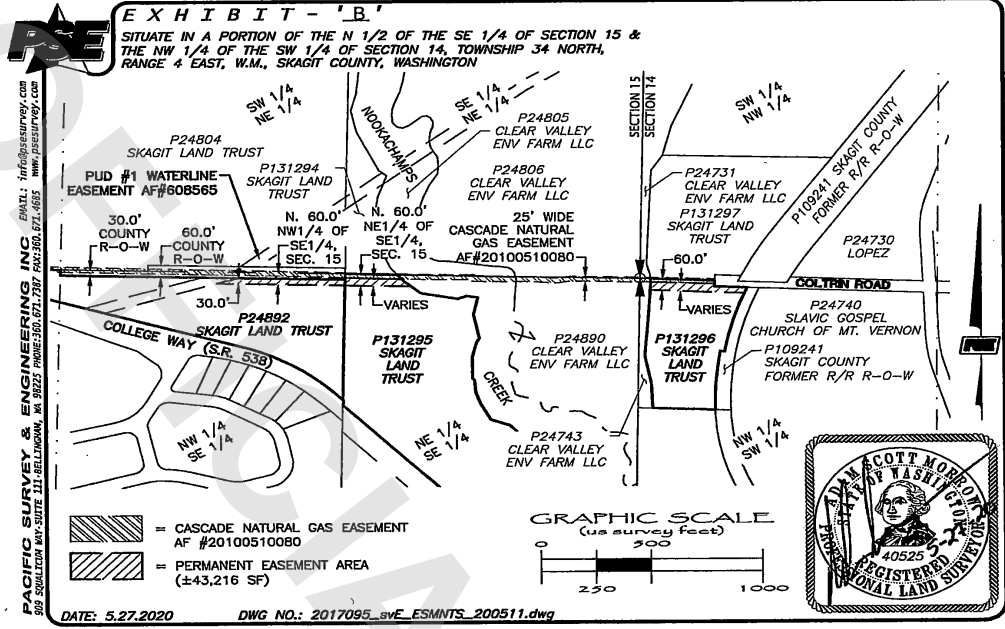


EXHIBIT 'B'

EXHIBIT "C"**Additional Easement Terms**

- A. Grantor(s), conveys and grants to the District, its successors or assigns, in addition to rights already acquired on lands described under Auditor's File No 608565, records of Skagit County, the perpetual right, privilege, and authority to do all things necessary or proper in the construction, placement, installation, maintenance, use operation and retirement of underground water and communication lines 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, communications, cathodic protection (including rectifiers), electronic information including fiber optics, and all facilities and monitoring equipment necessary for environmental monitoring through and under the lands and premises.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.