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08/28/2024 09:26 AM Pages: 1 of 4 Fees: \$306.50  
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 Katherine D. Man  
DATE 8/28/2024

**PUD UTILITY EASEMENT**

Reference #:  
Grantor: Sage-Walnut Trail, LLC  
Grantee: Skagit Public Utility District No. 1  
Short Legal: Section 8 / Township 34 N / Range 4 E. W.M.  
Assessor's Tax Parcel: P24258

THIS AGREEMENT is made this 28<sup>th</sup> day of August, 2024,  
between **SAGE – WALNUT TRAIL, 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 permanent, perpetual, non-exclusive rights and  
privileges along, over, within, across, under, through, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of good and valuable consideration,  
receipt and sufficiency 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, placement, installation, maintenance, use, operation, and retirement of water, sewer,  
electrical, and communication lines and/or other similar public service related facilities 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, sewer, electrical, and electronic information over, across, along, through, upon, in and  
under the following described lands and premises (the "Property" herein) in the County of Skagit, State of  
Washington, to wit:

See Exhibit A attached hereto and by this reference made a part hereof

Except as may be otherwise set forth herein, the District's rights shall be exercised on the easement  
area described as follows:

See Exhibit A – Easement Description and Exhibit B – Easement Map

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.

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. The District shall use good faith  
efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the  
completion of the District's work.

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.

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 or others.

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.

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.

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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 13th day of August, 2024.

Alan Boeker  
Signature

Sage - Walnut Trail, LLC  
A Washington Limited Liability Company

Alan Boeker  
By: Sage Homes Northwest, LLC By: Alan Boeker  
Its: Manager

STATE OF WASHINGTON  
COUNTY OF Shoemish

I certify that I know or have satisfactory evidence that **Alan Boeker** 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 **Manager of Sage Homes Northwest, LLC for Sage-Walnut Trail, LLC, a Washington Limited Liability Company** to be the free and voluntary act for the uses and purposes mentioned in the instrument

VICTORIA HARRISON  
Notary Public  
State of Washington  
License Number 21015176  
My Commission Expires  
April 13, 2025

Date: 8/13/2024  
(Signature) [Signature]  
Notary Public in and for the State of Washington  
(Printed Name) Victoria Harrison  
My appointment expires: 4/13/2025

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR PUD UTILITY EASEMENT**

THAT PORTION OF THE SW ¼, OF THE NW ¼, OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AKA LOT "C" PER CITY OF BURLINGTON BLA RECORDED UNDER #202308010027. DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID LOT C; THENCE SOUTH 87° 52' 09" EAST ALONG SAID NORTH LINE OF LOT C, A DISTANCE OF 2.00 FEET; THENCE NORTH 45° 47' 12" EAST ALONG THE NORTH LINE OF SAID LOT "C", A DISTANCE OF 32.85 FEET; THENCE SOUTH 87° 52' 09" EAST ALONG SAID NORTH LINE, A DISTANCE OF 91.99 FEET TO THE **POINT OF BEGINNING**; CONTINUING SOUTH 87° 52' 09" EAST ALONG SAID NORTH LINE, A DISTANCE OF 5.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 634.99 FEET AND A CENTRAL ANGLE OF 01° 17' 17", AN ARC DISTANCE OF 14.27 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 02° 31' 46" WEST, A DISTANCE OF 16.82 FEET; NORTH 87° 28' 14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 02° 31' 46" EAST, A DISTANCE OF 16.82 FEET TO THE NORTH LINE OF SAID LOT C AND THE **POINT OF BEGINNING**.

**TOGETHER WITH:**

A STRIP OF LAND LOCATED IN SAID PORTION OF LOT C DESCRIBED ABOVE, BEING 20.00 IN WIDTH, THE SIDELINES OF WHICH ARE 5.00 FEET LEFT AND 15.00 FEET RIGHT OF THE CENTERLINE DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID LOT C; THENCE NORTH 87° 52' 44" WEST ALONG THE NORTH LINE OF SAID LOT C, A DISTANCE OF 133.24 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 02° 12' 58" WEST A DISTANCE OF 132.47 FEET.

AT THIS POINT THE STRIP OF LAND BEING 20.00 FEET IN WIDTH, THE SIDELINES OF WHICH ARE 10.00 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

THENCE NORTH 87° 58' 48" WEST, A DISTANCE OF 22.02 FEET TO A POINT HEREIN AFTER REFERRED TO AS **POINT "A"**; THENCE CONTINUING NORTH 87° 58' 48" WEST, A DISTANCE OF 31.42 FEET TO A POINT HEREIN AFTER REFERRED TO AS **POINT "B"**; THENCE CONTINUING NORTH 87° 58' 48" WEST, A DISTANCE OF 159.85 FEET; THENCE NORTH 02° 01' 22" EAST, A DISTANCE OF 124.79 FEET; THENCE SOUTH 43° 12' 46" EAST, A DISTANCE OF 11.60 FEET; THENCE SOUTH 00° 55' 38" WEST, A DISTANCE OF 3.86 FEET MORE OR LESS TO THE SOUTH LINE OF SAID LOT "C" AND THE **TERMINUS OF THIS STRIP**.

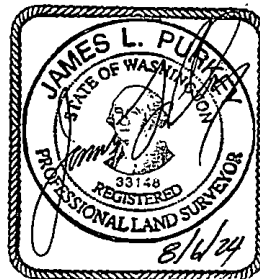
AT THIS POINT THE STRIP OF LAND BEING 20.00 FEET IN WIDTH, THE SIDELINES OF WHICH ARE 15.00 FEET LEFT AND 5.00 FEET RIGHT OF THE CENTERLINE DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE PREVIOUSLY MENTIONED **POINT "A"**; THENCE SOUTH 02° 09' 02" WEST, A DISTANCE OF 29.92 FEET TO THE **TERMINUS OF THIS STRIP**.

AT THIS POINT THE STRIP OF LAND BEING 20.00 FEET IN WIDTH, THE SIDELINES OF WHICH ARE 5.00 FEET LEFT AND 15.00 FEET RIGHT OF THE CENTERLINE DESCRIBED AS FOLLOWS:

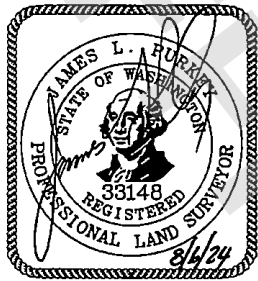
**BEGINNING** AT THE PREVIOUSLY MENTIONED **POINT "B"**; THENCE SOUTH 02° 08' 40" WEST, A DISTANCE OF 29.82 FEET TO THE **TERMINUS OF THIS STRIP**.

THE SIDELINES OF THE ABOVE-DESCRIBED STRIPS OF LAND SHALL BE LENGTHENED OR SHORTENED TO INTERSECT AT ANGLE POINTS AND AT THE BEGINNING AND END OF EACH STRIP.



**EXHIBIT "B"**

**PUD UTILITY EASEMENT EXHIBIT "B"**



EASEMENT LINES		
LINE	BEARING	DISTANCE
L1	S 87°52'09" E	2.00'
L2	N 45°47'12" E	32.85'
L3	S 87°52'09" E	91.99'
L4	S 02°31'46" W	16.52'
L5	S 87°28'14" E	20.00'
L6	N 02°31'46" E	18.82'
L7	N 87°52'09" W	5.73'

EASEMENT CURVES			
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	634.99'	14.27'	1°17'16.52"

EASEMENT LINES		
LINE	BEARING	DISTANCE
L8	N 02°12'58" E	132.47'
L9	N 87°58'48" W	22.02'
L10	N 87°58'48" W	31.42'
L11	N 87°58'48" W	159.85'
L12	N 02°01'22" E	124.79'
L13	S 43°12'46" E	11.60'
L14	S 00°55'38" W	3.86'
L15	N 02°09'02" E	29.92'
L16	N 02°08'40" E	29.82'

P ROP USED  
RIGHT OF WAY  
MARGIN

P OC  
AT NE COR. "LOT C"

P OB

"POINT A"

UNIT 'E'

UNIT 'D'

"POINT B"

UNIT 'C'

UNIT 'A'

LOT C  
BLA AF#202308010027  
±3.660 AC

UNIT 'B'

LOT C  
BLA AF#202308010027  
±0.634 AC

LEASING  
OFFICE

LOT A  
BLA AF#202308010027  
±0.368 AC

P OB

P OC  
AT NW COR "LOT C"



SCALE: 1" = 80'

**NorthLine**  
Surveying

Surveying and Construction Technologies

1580 PORT DRIVE  
BURLINGTON, WA 98233  
(360)899-9598