

After Signing Return to:

Skagit County
Parks & Recreation Department
Attn: Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY &
SKAGIT COUNTY
FOR PLACEMENT OF WATER LINE(S) WITHIN CENTENNIAL TRAIL RIGHT-OF-WAY

THIS AGREEMENT ("Agreement") is made and entered into by and between the Public Utility District No. 1 of Skagit County, a Washington municipal corporation (hereinafter referred to as "District"), and Skagit County, a political subdivision of the State of Washington (hereinafter referred to as "County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The District and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." In consideration of the following terms and conditions, the parties mutually agree as follows:

- 1. Project Background & Purpose:** To allow the District, and the District's employees, agents, consultants, and contractors, to have access to and use certain County trail right-of-way commonly described as portions of presently unopened Centennial Trail right-of-way (herein the "County trail ROW"), the location of which is more particularly described and depicted at **Exhibit "B"**, attached hereto and incorporated by reference, for purposes of allowing the District to design, place, construct, use, access, operate, and maintain the District's "Judy Reservoir to Mount Vernon Transmission Pipeline – Phase 2" Project (herein the "Project"), and upon completion of the Project to also allow the District to design, place, construct, use, operate, relocate and maintain additional line(s) and/or utilities as authorized by Title 54 RCW within the County trail ROW (subject to the terms of a Utility Easement, the substantial form of which is attached hereto as **Exhibit "B"**, and is hereby incorporated by reference). Except as provided herein to the contrary, all Project work shall be conducted at the sole cost, expense, and liability of the District, and upon completion of the Project, the parties recognize and agree that the County trail ROW may be opened by the County for use by the general public for purposes of a non-motorized public trail (to be known as a portion of Centennial Trail). Additional details concerning the design of the Project are attached hereto as **Exhibit "A"**, and are hereby incorporated by reference. The District recognizes and agrees that the Project shall be designed,

constructed, used, operated, and maintained by the District so as to not impede and to reasonably facilitate the future use of the County trail ROW by the County and the general public as a public non-motorized trail (upon completion of the Project construction work); provided, the parties recognize and agree that the Project specifically separates out the District's Transmission Line work via Schedule A of the bid documents, and separate additional work that may be completed by the County (or performed by the District and reimbursed by the County), as described per Section 3., below, and as described per Schedule B of the District's Project bid documents. Such Schedule B work that may be performed by the County (or performed by the District and reimbursed by the County), as described per Section 3., below), includes certain work and/or improvements related to the wing walls, surfaces, and railing of the East Fork Nookachamps Creek Bridge Crossing portion of the Project, and work related to the public non-motorized trail crossing at State Route 9 (as further described per **Exhibit "A"**), which will be bid out as separate schedules and may be completed by the County concurrently with the District's Project (or performed by the District and reimbursed by the County, as described per Section 3.3., below), or may be performed by the County after completion of the District's Project, depending on the pricing and the County's available funding. While the County has no formal involvement in the Project except as expressly provided by the terms of this Agreement, the County does generally support the goals and purposes of the Project as laudable public purposes, with public benefit for the Skagit County community as a whole. As such, subject to the terms of this Agreement, and in recognition of the public benefit to be received by the County and the overall Skagit County community as a result of the Project, the County desires to contribute to the Project, pursuant to and subject to the terms of this Agreement. The parties agree that the mutual benefits provided by the terms of this Agreement are adequate consideration for this Agreement, and that but for the terms of this Agreement the County would not have agreed to allow the District to use the County trail ROW for the Project.

2. **Responsibilities:** The parties to this Agreement mutually agree as follows:
 - 2.1 The District shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
 - 2.1.1 The District agrees that it shall be responsible and liable for all Project work and activities performed by the District within the County trail ROW, subject to the terms herein. Such Project work and activities to be performed by the District include the design, permitting, construction, management, and implementation of the Project. Upon completion of the Project, the District shall be solely responsible and liable for the future use, maintenance, repair, and operation of the Project, pursuant to the terms herein, with the exception of the future maintenance of East Fork Nookachamps Bridge Crossing structure which will be performed by the County upon completion of the Project work to be performed by the District in accordance with the terms of the Utility Easement, as further described per **Exhibit "B"**. The District recognizes and agrees that the Project shall be designed, constructed, used, operated, and maintained by the District so as to not impede and to reasonably facilitate the future use of the County trail ROW by the County and the general public as a public non-motorized trail (except for certain work and/or improvements related to the East Fork Nookachamps Creek Bridge Crossing portion of the Project, and work related to the non-motorized trail crossing at State Route 9, as further described per **Exhibit "A"**). The District agrees that upon completion of the Project construction work,

that the County shall have and retain control over the surface of the County trail ROW, including the trail surface of the East Fork Nookachamps Bridge (subject to the terms of the Utility Easement attached hereto as **Exhibit "B"**), and the public non-motorized trail improvements constructed by the District as part of the Project work, and that the County (at the County's sole judgment and discretion) shall have the right (but not an obligation) to construct, place, operate, maintain, and control additional public non-motorized trail improvements within the County trail ROW (including, but not limited to, signs, fences, bollards, gates, parking areas, restroom and/or picnic facilities, etc.).

- 2.1.2 Except as provided herein to the contrary, the District shall, at its own cost, expense, and liability, perform all Project design, Project bidding and procurement, Project management and work associated with the construction and performance of the Project, and the District shall acquire all permit(s) and/or approvals from all applicable jurisdictions as may be required for the Project. Prior to the commencement of any Project construction work, the District shall timely execute and comply with the terms of a permanent non-exclusive Utility Easement for the Project within the County trail ROW, the substantial form of which is attached hereto as **Exhibit "B"**, and is hereby incorporated by reference. The Utility Easement shall become effective upon recording with the Skagit County Auditor. The parties shall cooperate with one another to conduct such further acts as may be necessary for the formal execution and recording of the Utility Easement as soon as possible. The terms of the Utility Easement are part of the consideration mutually provided by the parties for this Agreement.
- 2.1.3 Except for the use of the County trail ROW by the District for Project purposes per the terms of this Agreement, the District shall, at its own cost, expense, and liability, be solely responsible for all real property acquisition related to the Project (including, but not limited to, the acquisition of any additional trail right-of-way and/or easements, to be used for the Project and/or for public trail purposes in coordination with the County). Upon completion, the Project is intended to result in allowing a portion of the County trail ROW generally described as beginning in the vicinity of Gunderson Road (County Road # 06000) and ending at Beaver Lake Road (County Road # 05110), and as more particularly described and defined within the Utility Easement at **Exhibit "B"**, to be used as a public non-motorized trail right-of-way that will be suitable to the County for use by the general public (once opened by the County, and to be known as a portion of Centennial Trail).
- 2.1.4 The District shall use best efforts to complete all Project work as soon as reasonably practicable to reasonably minimize interference with the future use of the County trail ROW by the general public (upon completion of the Project). Access to and use of the County trail ROW by the District for the Project shall not unreasonably impair the use of the County trail ROW by County personnel and/or with the ingress or egress to other properties at and in the vicinity of the County trail ROW. The District shall be solely liable for and shall defend, indemnify, and hold the County harmless for any third party claim(s) of alleged damages arising from or related to the Project.
- 2.1.5 All Project work performed by the District under this Agreement shall be performed in accordance with the permit(s) issued by the County, and in compliance with applicable County Code, County policies, and applicable state and federal law (as now exist or as may be hereafter amended or superseded). The District shall construct and complete the Project consistent with the mutually agreeable Project design (as further described at

Exhibit "A"). The County (at the County's sole judgment and discretion) shall have final approval as to the condition of the County trail ROW after completion of the Project. All survey monuments which are disturbed or displaced by the District in its performance of any Project work shall be referenced and restored by the District in accordance with applicable laws, rules, and regulations (including, but not limited to WAC 332-120).

2.2 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.2.1 Upon the mutual execution and recording of both this Agreement and the permanent non-exclusive Utility Easement (see, **Exhibit "B"**) by the parties, the County shall allow the District (and the District's employees, agents, consultants and/or contractors) to use and access the County trail ROW for all Project purposes (at all reasonable times) including, but not limited to, for the design, construction, and implementation of the Project, as well as for the anticipated future use, maintenance, repair, and operation of the Project improvements and infrastructure constructed and/or placed by the District located at the County trail ROW, pursuant to the terms herein.

2.2.2 The County makes no representations or warranties of any kind or of any nature regarding the Project and/or the County trail ROW, and except as provided by the terms of this Agreement, the County disclaims any interest or involvement in the Project. The District may access and use the County trail ROW for the Project "as is", without any representations or warranties (express or implied). The Project is not a County project. Subject to the terms herein, the parties agree that the County is not responsible or liable for the design, construction, project management, implementation, maintenance and/or use of the Project.

2.2.3 Unless specifically stated to the contrary in this Agreement, the County is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

3. **Manner of Financing:** In accordance with the terms of this Agreement, the County shall provide compensation to the District in the amount of one hundred forty-two thousand two hundred and sixty five dollars (\$142,265) for direct engineering design, environmental permitting, cultural resource investigations, and wetland impacts associated with the non-motorized public trail improvements incorporated into the Project.

3.1 Additionally, the District shall advertise for bids all Project work identified in **Exhibit "A"**, including those items listed in Schedule "B" at a currently estimated cost of four hundred twenty nine thousand and nine dollars (\$429,009). Upon receipt of said bids by the District, the District shall promptly provide the County with copies of the bids documents received by the District, and the County shall either decide to authorize (or not authorize) the District to award Schedule B work on behalf the County, by the County providing written notice to the District authorizing (or not authorizing) the District to perform said Schedule B work on behalf the County within (5) business days following the County's receipt of copies of the bids from the District.

3.2 In the event that the County grants the District authorization to award the Schedule B work, the County agrees to contribute and pay the District for the actual total cost of such of work as

incurred by the District, including, any authorized change orders and including Washington State Sales Tax. If authorized by the County, such Schedule B work includes certain East Fork Nookachamps Bridge Crossing improvements associated solely with the non-motorized public trail work to be included within the Project, including, but not limited to, deck, railing and approach wall improvements to meet ADA design parameters associated with the East Fork Nookachamps Creek Bridge Crossing along with other clearing/grubbing and grading for portions of the corridor where the District's transmission line is not underlying the future trail, as more particularly described in **Exhibit "A"**, attached hereto and incorporated by reference.

3.3 Upon completion of such authorized Schedule B work by the District, the District shall invoice the County for the actual total cost of such of work as incurred by the District (based on the invoicing received by the District from the District's contractor for such completed work). The County shall promptly pay said invoices in the ordinary course of business. Upon request by the County, the District shall provide adequate supporting documentation for any and all amounts invoiced to the County. The County is not otherwise obligated to pay or provide any funds to the District for the Project pursuant to the terms of this Agreement, and the District shall otherwise be solely and separately responsible and liable for funding the Project.

4. **Term of Agreement:** The term of this Agreement shall commence upon the date of mutual execution, and shall continue through the completion of the Project (as shall be mutually determined by the parties), or until December 31, 2024, unless otherwise terminated sooner pursuant to the terms herein.

5. **Administration:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

5.1 The County's representative shall be the Director of the Parks & Recreation Department, or his/her designee.

5.2 The District's Representative shall be the General Manager, or his/her designee.

6. **Use of Documents and Materials Produced:** Unless privileged, or otherwise exempt from public disclosure, both parties shall have the right to use and distribute any and all public records, including documents, writings, programs, data, and/or other materials prepared by any party (and/or any party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

7. **Indemnification:** Except as specifically provided to the contrary herein, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, employees, and/or volunteers, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or to the District by reason of entering into this Agreement except as expressly provided herein.

8. **Limitation of Liability:** Any third party having a claim against the District, however arising, shall have recourse only against the District, and shall have no recourse against the County, its appointed or elected officers, employees, volunteers or its/their assets or credits (subject to the terms of Section 7., herein). Regarding and for purposes of the Project, the District's insurance shall be primary insurance with respect to the County, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the County, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the District's insurance and shall not contribute with it.

9. **Treatment of Assets and Property:** Except as may be specifically provided to the contrary herein, no fixed assets or personal or real property will be jointly or cooperatively, acquired, held, or used pursuant to this Agreement. The District shall be and remain solely and separately liable and responsible for the use, maintenance, repair, replacement, and operation of the Project and the District's infrastructure and facilities located within the County trail ROW (and any other District facilities or infrastructure at or in the vicinity of the Project). Upon completion of the Project construction work, the County shall have and retain ownership and control over the surface of the County trail ROW and of the public non-motorized trail improvements constructed by the District as part of the Project work, and that the County (at the County's sole judgment and discretion) shall have the right (but not an obligation) to construct, place, operate, maintain, and control additional public non-motorized trail improvements within the County trail ROW (including, but not limited to, signs, fences, bollards, gates, parking areas, restroom and/or picnic facilities, etc.). The parties agree that in addition to the Project improvements placed by the District within the County trail ROW, the County may also allow for other third party utilities and/or improvements to be placed within the County trail right ROW, so long as such other utilities and/or improvements do not unreasonably interfere with the District's Project improvements located within the County trail ROW.

10. **Compliance with Laws, Permits, and Terms of Grant(s):** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. If applicable, compliance with laws shall specifically include, but not be limited to, compliance with laws pertaining to the payment of prevailing wage on public works (including, but not necessarily limited to RCW 39.12). If applicable, compliance with laws shall also specifically include, but not be limited to, compliance with laws for the procurement of contracts for architectural and engineering services (including, but not necessarily limited to RCW 39.80). As necessary, the District shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any Project work related to this Agreement. The District shall also comply with all terms and conditions of all grant(s) related to the Project, and the District party shall be responsible and liable for compliance with all terms and conditions of any Project permit(s), approval(s) and/or grant(s) obtained or procured by the District.

11. **Changes, Modifications, Amendments and Waivers:** The Agreement may be changed, modified, amended or waived only by subsequent written agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. **Severability:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms,

conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable. The terms of this Agreement do not replace, substitute, modify, alter, or amend the terms of the franchise agreement between the parties (Skagit County Contract # 14720, dated January 20, 1993), which shall continue in full force and effect.

13. **No Partnership or Joint Venture:** No partnership and/or joint venture exists between the District and the County, and no partnership and/or joint venture is created by and between the District and the County by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

14. **No Third Party Beneficiaries:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, property owners and/or residents at or in the vicinity of the Project, the general public, any other organization or entity, or any agent, contractor, subcontractor, consultant, volunteer, or other representative of either party.

15. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. **Default:** Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

17. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Snohomish or the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

18. **Captions & Counterparts:** The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. **Neutral Authorship:** Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect,

and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

20. **Survival:** The terms of Sections 7. and 8. of this Agreement shall survive, notwithstanding the withdrawal from, termination, or invalidity of this Agreement.

21. **Termination:** Prior to award of a bid for the Project by the District, either party hereto may terminate this Agreement upon providing thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

PUBLIC UTILITY DISTRICT No. 1 of Skagit County ("District"):

DATED this 8 day of DECEMBER, 2020.

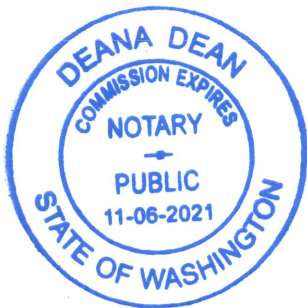
By: [Signature]
George Sidhu, P.E.,
General Manager

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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 duly authorized execute the instrument and acknowledged it as Interim General Manager of the Public Utility District No. 1 of Skagit County, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 8 day of DECEMBER, 2020.

(SEAL)



[Signature]
Notary Public
print name: DEANA DEAN
Residing at ACUNTON
My commission expires 11-6-2021

DATED this 23 day of NOVEMBER, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chair

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Amber Evans
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 11/13/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

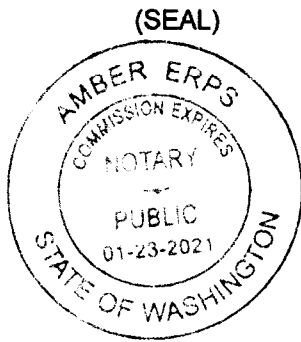
Approved as to budget:

Trisha Lagne
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of November, 2020.



Amber Erps
Notary Public
print name: Amber Erps
Residing at Mount Vernon
My commission expires 01-23-2021

Exhibit "A" Additional Project Description and Details.

Bid Schedule A (District Transmission Line) Project Work includes the following:

Installation of water transmission and distribution piping and services within right-of-way and private property within the city of Mount Vernon and unincorporated Skagit County.

The water transmission pipeline is 36 inches in diameter and is approximately 5.3 miles long.

The Work will consist of the following elements:

Layout and staking of all features under this Contract.

Clearing and grubbing of the corridor.

Mobilization and preparation of site and supporting utilities for Contactor and District field office facilities. Includes removal of facilities and restoration of property.

Removal of structures.

Installation, maintenance, and removal of temporary erosion control measures.

Installation and removal of temporary bypass systems for streams.

Potholing of existing utilities.

Installation and maintenance of temporary traffic control measures.

Installation of approximately 5.3 miles of 36-inch-diameter water transmission pipeline. Of the approximately 5.3 miles of water transmission pipeline:

Approximately 23,590 linear feet of 36-inch-diameter welded steel pipe and fittings (cement mortar lined and polyurethane coated) installed by open trench construction.

Approximately 2,060 linear feet of 36-inch-diameter welded steel pipe and fittings (polyurethane lined and coated) installed by open trench construction.

Approximately 1,920 linear feet of 36-inch-diameter welded steel pipe (polyurethane lined and coated) installed by horizontal directional drilling under the Nookachamps Creek.

Approximately 230 linear feet of 36-inch-diameter welded steel pipe and fittings (polyurethane lined and coated) installed under the bridge for the East Fork Nookachamps Creek crossing.

Approximately 150 linear feet of 36-inch-diameter welded steel pipe (cement mortar lined and polyurethane coated) installed within a 48-inch-diameter steel casing installed by bored and jacked casing methods under State Route 9.

Design and installation of dewatering and treatment systems to allow open trenching and pipe installation.

Handling of surface water.

Special crossings of roadways including bored and jacked cased crossings of State Route (SR) 9 and phased open cut crossing of SR 538.

Approximately 75 linear feet of 8-inch-diameter ductile iron pipe installed within an 18-inch-diameter steel casing installed by bored and jacked casing methods under State Route 9.

Approximately 150 linear feet of 36-inch-diameter welded steel pipe (cement mortar lined and polyurethane coated) installed within a 48-inch-diameter steel casing installed by bored and jacked casing methods under State Route 9.

Approximately 190 linear feet of 36-inch-diameter welded steel pipe (cement mortar lined and polyurethane coated) installed by open cut construction under State Route 9.

Special crossing of Stream A involving a temporary stream bypass, the installation of a fish passable precast concrete box culvert.

Special crossing of Clear Lake Tributary involving a stream bypass and open trench construction.

Special crossing of the East Fork Nookachamps Creek constructing a new 220 lineal foot single span steel truss bridge.

Tapping into finished water line and installation of two (2) 36-inch-diameter flow meters in vaults, and associated electrical and SCADA at the Judy Reservoir Water Treatment Plant.

Installation of a 4-inch-diameter fiber optic conduit and handholes for the entire alignment of the 36-inch-diameter water transmission pipeline, including an approximate 1,930-foot-long HDD of the Nookachamps Creek.

Installation of new water distribution lines and pressure reducing valve stations.

Repair or replacement of existing water services.

Connections to the District's existing water distribution lines and services along the alignment.

Installation of pipeline appurtenances, including isolation valves, air valves, drains, manway access, anchor blocks, trench plugs, and drain pipes.

Installation of cathodic protection system with rectifier and deep well anode bed.

Flushing, disinfection, and pressure testing.

Protection of existing utilities.

Protection of existing 24-inch-diameter water transmission pipeline during construction.

Abandonment of existing 24-inch-diameter water transmission pipeline.

Pavement restoration.

Construction of approximately 2.3 miles of Service Road along pipeline including grading and installation of storm culverts and drain piping.

Restoration of streams and riparian vegetation.

Wetland restoration including plantings.

Property restoration of various impacted parcels including landscaping, fence replacement, landscape gravity block wall construction, and asphalt/concrete surfacing.

Decommissioning of existing groundwater monitoring wells.

Watering and maintenance of the planting and other vegetation during the Warranty Period.

And other work as defined in the Contract Documents.

Temporary relocation of overhead communication cables and poles at East Fork Nookachamps Creek to allow construction of the bridge. This will be completed before the contractor mobilizes.

De-energizing and re-energizing of PSE overhead power during construction in vicinity of Fox Road to be completed by PSE. Relocating of guy wires if required in vicinity of Fox Road to be completed by PSE. Contractor required to coordinate with PSE, and PSE to bill the District directly for PSE costs.

Cooperate and coordinate with all agencies, trades, and contractors involved in the execution of these as well as work of others not listed but requiring coordination.

Placement of bituminous surface treatment at pipeline crossing of Skagit County roads.

Bid Schedule B (County's Bridge/Trail Improvement) Project Work includes the following (if authorized):

- ITEM 1. MOBILIZATION (SCHEDULE B WORK ONLY)
- ITEM 2. CLEARING, GRUBBING AND STRIPPING WITHIN DESIGNATED CLEARING LIMITS - STATION 598+00 TO STA 623+95.54 (CONTINUATION OF FUTURE CENTENNIAL TRAIL UPTO BEAVER LAKE RD.)
- ITEM 3. FURNISH AND INSTALL PRECAST BRIDGE DECK AND ANCHORAGE
- ITEM 4. FURNISH AND INSTALL PRECAST BRIDGE RAILING AND APPROACH RAILINGS
- ITEM 5. FURNISH AND INSTALL PRECAST APPROACH WALLS AND BACKFILL
- ITEM 6. FINE GRADING AND FILLING – STATION 568+00 TO STATION 583+50 (WHERE TRAIL DEVIATES FROM TRANSMISSION LINE)
- ITEM 7. FINE GRADING AND FILLING – STATION 598+00 TO STATION 623+95.54 (CONTINUATION OF FUTURE CENTENNIAL TRAIL UPTO BEAVER LAKE RD.)
- ITEM 8. FURNISH & INSTALL LOCKABLE/REMOVEABLE BOLLARDS

Note that the graveled surfaces associated with the final pedestrian trail as permitted and designed per Skagit County's stormwater code have not been included in Schedule B to keep the overall costs to a minimum. This leaves the option for Skagit County Public Works crews to self-perform this work at a later date.

The benefit of this effort for the Skagit County taxpayers are the costs associated with avoiding redundant efforts in long lead environmental permitting, design, contract administration and the dual purpose (Transmission Line & Pedestrian Crossing) superstructure of the E. Fork Nookachamps bridge for this portion of the future Centennial Trail improvements.

The benefit of this effort for the District's ratepayers is the use of the higher elevation former RR grade and future Centennial Trail to provide maintenance access to the new 36-inch water transmission line in areas that are surrounded by backed up surface/groundwater.

Exhibit "B"



202012100148

12/10/2020 03:20 PM Pages: 1 of 18 Fees: \$120.50
Skagit County Auditor

Upon Recording Return To:

Skagit County
Parks & Recreation Department
Attn: Brian Adams, Director
1730 Continental Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 10 2020

Amount Paid \$ _____
Skagit Co. Treasurer
By *[Signature]* Deputy

DOCUMENT TITLE: UTILITY EASEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Skagit County, a political subdivision of the State of Washington.

GRANTEE(S): Public Utility District No. 1 of Skagit County, a Washington municipal corporation.

ASSESSOR'S TAX / PARCEL NUMBER(S): P109241 (XrefID: 340414-2-001-0207); P24693 (XrefID: 340414-0-001-0108); P24540 (XrefID: 340411-4-005-0000); P24500 (XrefID: 340411-4-001-0101) & P109916 (XrefID: 340412-3-018-0300)

ABBREVIATED LEGAL DESCRIPTION: PTN W 1/2 SEC 14, S 1/2 SEC 11 and the W 1/2 and NE 1/4 of SEC 12, T 34N, R 04E W.M. Situate in the County of Skagit, State of Washington.

UTILITY EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington ("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **Public Utility District No. 1 of Skagit County**, a Washington municipal corporation ("Grantee"), a permanent, perpetual, non-exclusive utility easement ("Easement"), as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement hereby granted by Grantor herein shall be a permanent, perpetual, non-exclusive, utility easement that includes all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) for the benefit of Grantee, over, upon, across, through, a portion of real property located within and upon Grantor's Property, such Easement area is coincident with Grantor's property as legally described on *Exhibit "A"* and as further described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purpose of providing a partial route for the placement, installation, use, maintenance, and operation of underground water lines, fiber optic lines, other utilities as authorized by Title 54 RCW, and related equipment and appurtenances thereto owned by Grantee (herein "Grantee's facilities"). A legal description for the Grantor's Property and Easement area is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and shall be binding upon Grantee and Grantor and each party's respective successors.

2. Use of Easement. The Grantee (including Grantee's employees, agents, contractors, successors and/or assigns) shall have the perpetual right, privilege, and authority, to construct, operate, use, and maintain all utilities as authorized by Title 54 RCW, as currently enacted, and as may be subsequently amended (specifically including, but not necessarily limited to, water lines and fiber optic lines) within the Easement area on Grantor's property, as provided herein. Such right 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 pipes, lines or related facilities, along with necessary appurtenances thereto, upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A"* and *Exhibit "B"*), subject to the terms of this Easement. Grantee shall not have the right to exclude Grantor, the general public, and/or third parties the Easement area or from the Grantor's Property (without the revocable written permission of Grantor). Grantee shall not unreasonably interfere with the Grantor's use of the Grantor's Property (including, but not limited to, Grantor's use of the property located within the Easement area), and Grantor reserves the right to use the Grantor's Property (including the Easement area) for all lawful purposes including, but not necessarily limited to, use of the Easement area as a public non-motorized trail, and Grantee's use of the Easement area shall not unreasonably interfere with Grantor's use of the Easement area. Grantee accepts use of the Easement area on Grantor's property "as is", without any representations or warranties from Grantor whatsoever (express or implied). The Grantee shall defend, indemnify, and hold the County harmless for all past and future liabilities associated with the Grantor providing this Easement to Grantee (specifically including, but not limited to, alleged third party takings claims and/or inverse condemnation claims, etc.), and Grantee specifically acknowledges and accepts the risk of any and all such possible

claims. The Grantee agrees that use of this Easement by Grantee shall be at the sole risk of the Grantee.

2.1 All of Grantee's facilities to be placed within the Easement area shall be placed underground, and no above-ground utilities will be allowed to be placed within the Easement area by Grantee, with the exception of the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] segment crossing over the E. Fork of Nookachamps Creek (the "East Nookachamps Crossing") to which the Grantee's infrastructure attached to said East Nookachamps Crossing will have the right to be placed, used, operated, and maintained by Grantee for the perpetual duration of this Easement, along with normal above ground water related appurtenances such as air/vacuum relief valves, permanent water quality or cathodic protection test stations, and any necessary electrical and/or supervisory control and data acquisition (SCADA) panels. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet and comply with all accepted industry standards and comply with all applicable laws, rules, and regulations, standards, and policies of any governmental entity with jurisdiction over the Easement area (including, but not limited to, Grantor). Without limiting the foregoing, Grantee shall operate, maintain, inspect, and test Grantee's facilities within the Easement area in full compliance with all applicable federal, state, and local laws, rules, regulations, and industry standards, and shall otherwise be placed to the reasonable satisfaction of Grantor. The parties shall each exercise all best reasonable efforts to coordinate any construction work that either may undertake within the Easement area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities (if any) within the Easement area informed of its intent to undertake such construction work. The parties shall further exercise best reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the parties and/or other utilities (if any) within the Easement area.

2.2 Grantee agrees to be responsible and liable for any damages or impact to Grantor's Property arising from Grantee's use of the Easement, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any work within the Easement area, the Grantee shall coordinate with Grantor to avoid any disturbance, impact, or damage to facilities owned by Grantor at or within the Easement area (including, but not limited to, utilities, equipment, and other real or personal property owned and/or used by Grantor). Any work performed within the Easement area by Grantee shall be performed so as not to not unreasonably interfere with and to minimize the disturbance of the free passage of public pedestrian and/or non-motorized vehicle traffic therein, or with reasonable ingress or egress to Grantor's Property and/or other properties within the vicinity of the Easement area.

2.3 Grantor agrees to maintain, at the Grantor's cost, the aerial /pedestrian East Fork Nookachamps [(EFN)bridge] crossing over the E. Fork of Nookachamps Creek (the East Fork Nookachamps Creek Crossing) in a serviceable condition that is sufficient to support the loading created by the Grantee's infrastructure at the East Fork Nookachamps Creek Crossing while such infrastructure in operation by Grantee. Such use of the East Fork Nookachamps Creek Crossing by Grantee shall generally have priority over the County's use of the East Fork Nookachamps Bridge Crossing for public non-motorized trail purposes.

3. **Hold Harmless, Defense, & Indemnification.** The Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantee's use of the Easement. The Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability. It is further provided that no liability shall attach to the Grantor by reason of entering into this Easement agreement except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

3.1 The Grantee shall at Grantee's own sole and separate cost, expense, and liability, comply with all hazardous waste laws, rules, and regulations and shall treat, store, dispose of or otherwise handle hazardous substances in a safe and proper manner and the Grantee shall not allow or cause any hazardous, toxic or petroleum materials to be released, disposed of, or discharged on any portion of the Grantor's Property. The term "hazardous substance", "hazardous waste", or "hazardous material" shall specifically include, but shall not be limited to petroleum and petroleum products and their by-products, residue, and remainder in whatever form or state, and any other material or substance which does cause or may cause environmental pollution or contamination (and associated liability and clean-up costs related thereto) as defined under applicable state and federal laws, rules, and regulations. The Grantee shall be solely and separately liable responsible for the remediation of any hazardous materials that are spilled, released, or discharged on or about the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). Grantee shall indemnify, defend and hold the Grantor harmless from any fines, suits, procedures, claims, costs, damages, expense, and actions of any kind arising out of or in

any way connected with any releases, spills or discharges of hazardous substances or waste at the Grantor's Property that are caused by the actions, activities, or omissions of the Grantee, the Grantee's employee(s), Grantee's contractor(s), and/or Grantee's agent(s). This indemnity includes, but is not limited to: (a) liability for a governmental agency's (including but not limited to, the Grantor's) costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; and (d) liability for any costs of investigation, abatement, mitigation, correction, cleanup, fines, penalties, or other damages arising under any environmental laws.

4. Limitation of Liability: Any party having a claim against the Grantee, arising from and/or related to this Easement, however arising, shall have recourse only to the extent of assets and property of the Grantee, and shall have no recourse against the Grantor, its appointed or elected officers, employees, volunteers or its/their assets or credits.

5. Governing Law; Venue: This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to this Easement shall be in the Superior Court of the State of Washington in and for the County of Snohomish.

6. Compliance with Laws and Permits: Grantee shall, (at Grantee's own expense and liability), comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Easement agreement. As necessary, the Grantee (at the Grantee's own expense and liability) shall obtain and comply with all necessary permits and/or approvals from all applicable jurisdictions prior to commencing any work within the Easement area, and the Grantee shall be solely and separately responsible and liable for compliance with all terms and conditions of any such approval(s) and/or permit(s) obtained or procured by Grantee.

6.1 The parties recognize and agree that any documents and materials provided to Grantor by Grantee arising from and/or related to this Easement agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

7. No Third Party Beneficiaries: This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and tenant(s) at or in the vicinity of the Easement area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party. Grantee shall defend, indemnify, and hold the Grantor harmless from any third party claims and/or damages incurred by the Grantor arising from or related to Grantee's use of this Easement.

8. Assignment: This Easement may only be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantee with the express and duly authorized prior written approval of the Grantor (and such approval shall not be unreasonably withheld). Grantor may assign or transfer this Easement without the consent of Grantee. In the event that this Easement agreement is assigned, contracted, and/or transferred by the Grantee (with the prior written consent of the Grantor) to any other person, firm, company, and/or other entity, the Grantee shall remain liable and responsible for the performance of such portion of this Agreement which was assigned, contracted, and/or transferred to any other individual, firm, company, and/or other entity. This Easement does not allow or provide for the placement facilities not owned, operated, and maintained by Grantee.

10. Treatment of Assets and Property: Except as provided herein to the contrary, no fixed assets will be jointly or cooperatively, acquired, held, or disposed of pursuant to this Agreement. Grantor shall not be responsible or liable for the design, construction, implementation, operation, maintenance, use, repair and/or management of Grantee's facilities at, within, or in the vicinity of the Easement area.

11. Default: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by the terms of this Easement and as provided by law, including, but not limited to, specific performance of the terms of this Easement and/or termination of this Easement (as provided herein). No provision of this Easement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of the Easement. Neither the existence of other remedies identified in this Easement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, and/or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity. Time is specifically declared to be of the essence of this Easement and of all acts required to be done and performed by the parties hereto.

12. Changes, Modifications, Amendments and Waivers: The Easement may be changed, modified, amended or waived only by written subsequent agreement duly executed by the parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach.

15. Severability: In the event any term or condition of this Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Easement are declared severable.

16. Status of Agreement: This Easement agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreement(s) by and between the parties, specifically including, but not limited to, a franchise agreement dated January 20, 1993 (recorded under Auditor's File No.: 9305180070), and this Easement is not subject to the terms of said franchise agreement. Any other agreements by and between the parties shall continue in full force and effect.

17. No Partnership or Joint Venture: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

18. Captions & Counterparts: The captions in this Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. Neutral Authorship: Each of the terms and provisions of this Easement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily chosen not to do so. Grantor (Skagit County) does not represent Grantee. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms. The parties have entered into this Easement without duress or undue influence.

20. Entire Agreement: This Easement contains all the terms and conditions mutually agreed upon by the parties. This Easement supersedes any prior oral statements, discussions, and/or understandings between the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the parties hereto.

21. Recording: Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTEE:

DATED this 8 day of DECEMBER, 2020.

Public Utility District No. 1 of Skagit County, a Washington municipal corporation.

By: [Signature]
Print name: GEORGE SIDHU, P.E.
Its: GENERAL MANAGER

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that GEORGE SIDHU is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized execute the instrument and acknowledged it as the GENERAL MANAGER of Public Utility District No. 1 of Skagit County, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 8 day of DECEMBER, 2020.

(SEAL)



[Signature]
Notary Public
Print name: DEANA DEAN
Residing at: BLINDEN
My appointment expires: 11-6-2021

GRANTOR:

DATED this 23 day of November, 2020.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Evps
Clerk of the Board

Authorization per Resolution R20160001:

County Administrator

Recommended:

B. Lee
Department Head

Approved as to form:

[Signature] 11/13/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 11/23/20
Risk Manager

Approved as to budget:

Linda Gagnel
Budget & Finance Director

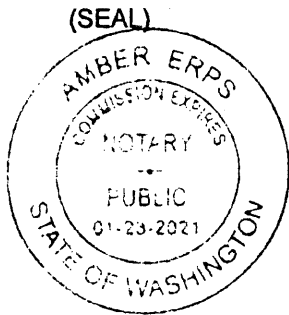
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt, and/or Lisa Janicki is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of November, 2020.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2021

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION



Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@pseurvey.com

EXHIBIT ' A '

SKAGIT COUNTY PROPERTY DESCRIPTIONS

P109241 – XREF ID (340414-2-001-0207)

PARCEL "A"

THE WESTERLY 1/2 OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NUMBER NO. 200711200139.

PARCEL "B"

THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIES SOUTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO RAYMOND SUNDSTROM AND VICKI M. TISDEL, HUSBAND AND WIFE, BY DEED RECORDED NOVEMBER 20, 2007 AS AUDITOR'S FILE NO. 200711200139.

PARCEL "C"

THOSE TWO FIFTY FOOT BY FIFTEEN HUNDRED FOOT STRIPS OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEEDS DATED APRIL 4, 1890, AND RECORDED JULY 13, 1890, AND JULY 25, 1890, IN VOLUME 10 OF DEEDS, PAGES 653 AND 759, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

PARCEL "D"

THE WESTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED JULY 17, 1891, AND RECORDED JULY 25, 1891, AS AUDITOR'S FILE NO. 3823, IN VOLUME 20 OF DEEDS, PAGE 504, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WITHIN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14 TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

P24540 – XREF ID (340411-4-005-0000)

PARCEL "A"

THE RIGHT-OF-WAY OF THE PUGET SOUND AND CASCADE RAILWAY COMPANY AS ESTABLISHED BY DEED RECORDED JULY 23, 1917 AS AUDITOR'S FILE NO. 120194 IN VOLUME 107 OF DEEDS, PAGE 233, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT ANY PORTION THEREOF LYING EASTERLY OF THE WEST 390 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9;

TOGETHER WITH THE NORTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, ABUTTING AND APPURTENANT TO THE ABOVE DESCRIBED RIGHT-OF-WAY; ALSO EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9.

P24500 – XREF ID (340411-4-001-0101)

PARCEL "B"

THE SOUTHERLY 1/2 OF THE SEATTLE LAKE SHORE AND EASTERN RAILWAY RIGHT-OF-WAY ESTABLISHED BY DEED RECORDED JUNE 2, 1890 IN VOLUME 10 OF DEEDS, PAGE 577, BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING WITHIN THE RIGHTS-OF-WAY OF STATE HIGHWAY NO. 9; ALSO EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE EAST LINE OF THE WEST 693 FEET OF THE EAST 1,188 FEET OF SAID SOUTHEAST 1/4.

P109916 – XREF ID (340412-3-018-0300)

THE LAND IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

THE NORTHERLY 1/2, NORTHWESTERLY 1/2 AND WESTERLY 1/2 OF THAT CERTAIN 100-FOOT WIDE RIGHT-OF-WAY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY, LATER KNOWN AS THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY AND THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT-OF-WAY, THROUGH THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. EXCEPT THE TWO FOLLOWING DESCRIBED PORTIONS THEREOF;

- 1) THAT PORTION LYING NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE DISTANT 250.0 FEET SOUTHERLY AS MEASURED ALONG SAID MAIN TRACK CENTERLINE FROM THE NORTH LINE OF SAID SECTION 12; AND
- 2) THAT PORTION THEREOF LYING WITHIN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 12 AS QUIETED IN JOHN CLIFFORD MITTERAND AND JIMMIE MITTERAND BY ORDER ENTERED JULY 18, 1996 IN SKAGIT COUNTY CAUSE NO. 95-2-01273-9 AS TRACT 6.

P24693 – XREF ID (340414-0-001-0108)

PARCEL "F"

THOSE PORTIONS OF THE EASTERLY 1/2 OF THAT PORTION OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY BY DEED DATED APRIL 4, 1890 AND RECORDED JULY 13, 1890, IN VOLUME 10 OF DEEDS, PAGE 651, RECORDS OF SKAGIT COUNTY, WASHINGTON, WHICH LIE NORTHERLY OF A LINE DRAWN PERPENDICULAR THROUGH THE CENTERLINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THROUGH THE POINT OF DIVERGENCE THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE STRIP OF LAND AND THE WESTERLY RIGHT-OF-WAY LINE OF THE ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STATE HIGHWAY NO. 9, AS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED AS AUDITOR'S FILE NOS. 9611150090, 9611250090 AND 9611250089; ALL BEING PORTIONS OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M..

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON



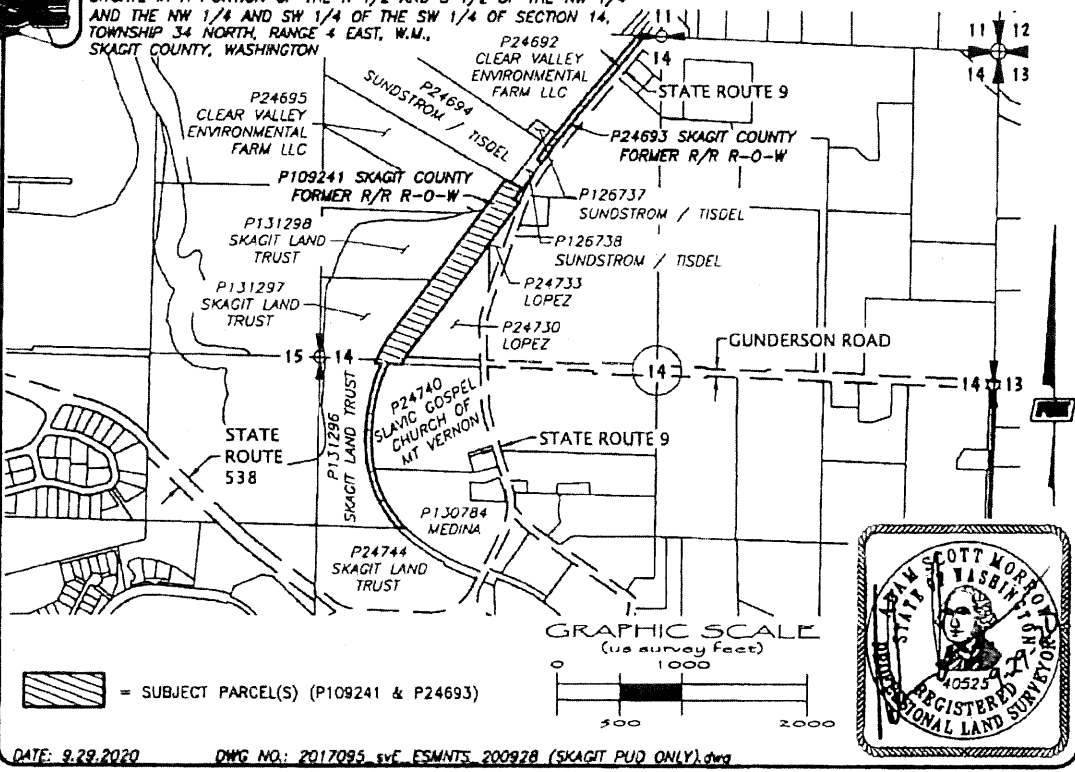
EXHIBIT "B"
GRAPHIC DEPICTION OF EASEMENT AREA

EXHIBIT - 'B'

SHEET 1 OF 3

SITUATE IN A PORTION OF THE N 1/2 AND S 1/2 OF THE NW 1/4 AND THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

PACIFIC SURVEY & ENGINEERING INC. (MKT): info@pacsurvey.com
909 SULLY LN. SUITE 111, BELLINGHAM, WA 98221 (PH): 360.871.7311 (FAX): 360.871.4681 www.pacsurvey.com



DATE: 9.29.2020

DWG NO.: 2017095.svf_ESMNTS_200928 (SKAGIT PUD ONLY).dwg

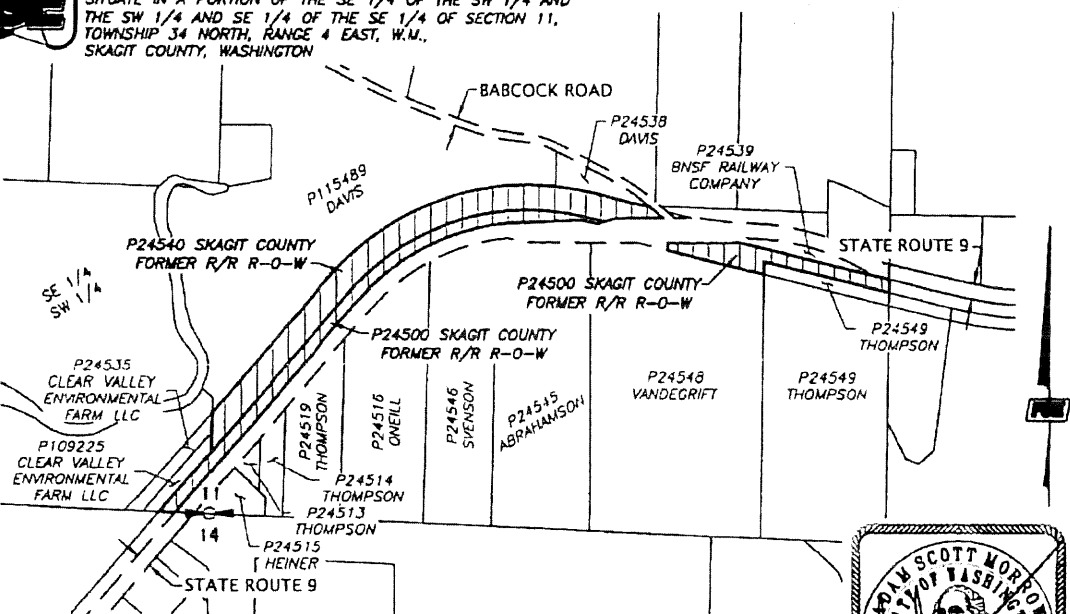


EXHIBIT - 'B'

SHEET 2 OF 3

SITUATE IN A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

PACIFIC SURVEY & ENGINEERING INC. EMAIL: info@pseurvey.com
307 S.W. ALLEMAN WAY SUITE 111 BELLINGHAM, WA 98221 PHONE: (360) 871-1777 FAX: (360) 871-1883 www.pseurvey.com



= SUBJECT PARCEL(S) (P24540 & P24500)

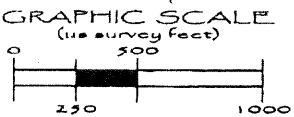


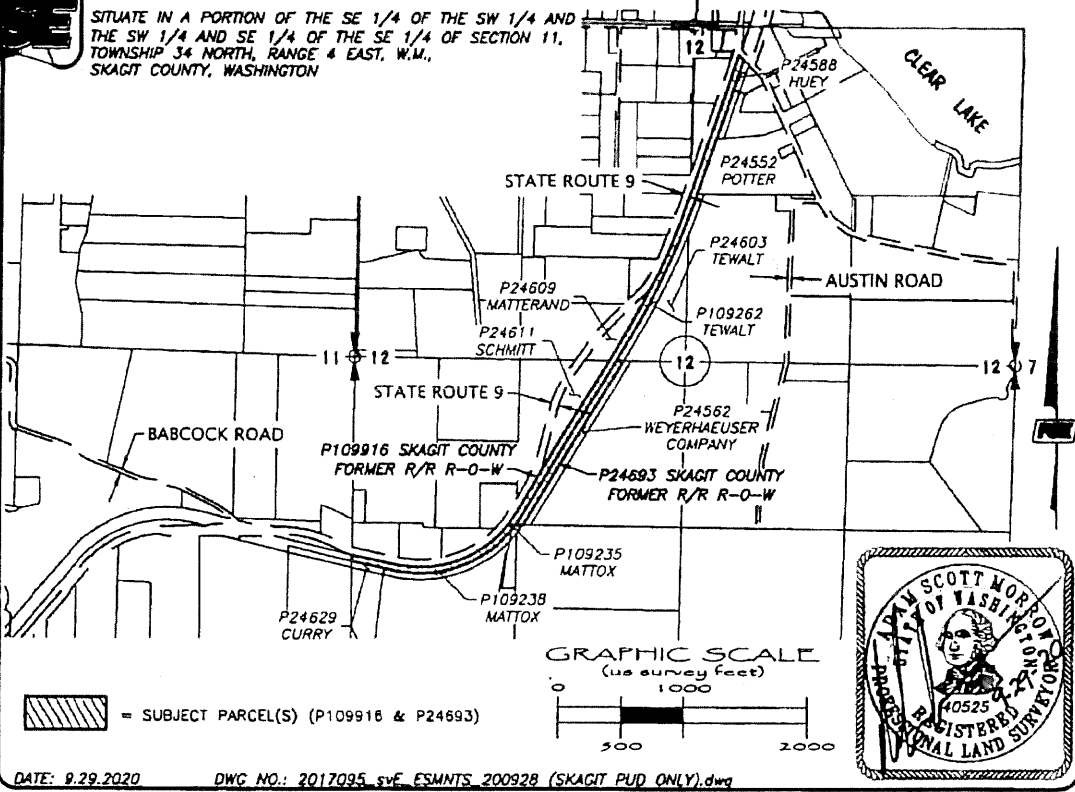


EXHIBIT - 'B'

SHEET 3 OF 3

SITUATE IN A PORTION OF THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON

PACIFIC SURVEY & ENGINEERING INC. EMAIL: info@pseurvey.com
509 SQUALicum AVE. SUITE 111, BELLINGHAM, WA 98225 PHONE: 360-871-1127 FAX: 360-871-4683 WWW.PACIFICSE.COM



DATE: 9.29.2020

DWG NO.: 2017095 syf ESMNTS_200928 (SKAGIT PUD ONLY).dwg