

After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, STE. 100
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the Public Utility District No. 1 of Skagit County, a Washington municipal corporation ("District") and Skagit County, a political subdivision of the State of Washington ("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. **PURPOSE:** The County owns a parcel of real property commonly described as Skagit County Assessor Tax Parcel No.: P49105 (herein the "Property"). Portions of the Property were formerly used for purposes of operating the former Alger landfill. Pursuant to a previous agreement between the County and the District, dated February 24, 1997 (Skagit County Contract No: 03397), the parties had agreed to transfer a portion of the Property from the County to the District for purposes of allowing the District to construct, place, operate, use, and maintain certain public water utility infrastructure including, but not necessarily limited to, a well site, water lines, access road, and appurtenant facilities, owned or operated by District (the "District's facilities"), as provided therein. The proposed transfer of a portion of the Property to the District has not occurred (per the terms of the previous agreement), and the parties have subsequently determined that it would be preferable and more appropriate for the County to instead provide the District with a utility easement for the District's facilities on a portion of the Property, pursuant to the terms of this Agreement (which shall specifically supersede the terms of the previous agreement between the County and the District, dated February 24, 1997 [Skagit County Contract No: 03397]). The parties mutually agree that the local Skagit County community may be benefited by the terms of this Agreement, and the County desires to convey a utility easement for a portion of the Property to the District pursuant to the terms of this Agreement. The parties agree that the mutual benefit provided by the terms of this Agreement are adequate consideration for this Agreement.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:
 - 2.1 The County shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
 - 2.1.1 Concurrent with or immediately subsequent to the mutual execution of this Agreement, the County shall provide an appropriate utility easement to the District for the District's existing and future facilities located within the utility easement area on the Property. The substantial form of the utility easement is attached hereto as Exhibit "1", 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.
 - 2.1.2 The parties recognize and agree that but for and in reliance upon the terms of this Agreement, the County would not have conveyed the utility easement to the District, and that such conveyance of the utility easement by the County to the District shall be subject to the terms of this Agreement.
 - 2.1.3 The County shall convey the utility easement for a portion of the Property to the District "as is" without any representations or warranties of any kind (express or implied).
 - 2.1.4 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.
 - 2.2 The District shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):
 - 2.2.1 If necessary, concurrent with or immediately subsequent to the mutual execution of this Agreement, the District shall provide the County with an executed original real estate excise tax affidavit to accompany the utility easement (and any other necessary documentation) to accompany the utility easement for recording, or as may otherwise be necessary to effectuate the transfer of the utility easement from the County to the District.
 - 2.2.2 The District shall be responsible for the payment of any applicable costs or real estate excise taxes (including applicable recording fees, or other fees, costs, and expenses) for said conveyance of the utility easement from the County to the District.
 - 2.2.3 The District shall be solely and separately liable and responsible for any and all future costs, expenses, and liability associated with the District's ownership and use of the utility easement on the Property.

3. **TERM OF AGREEMENT:** This Agreement shall commence upon mutual execution, and continue for a period of one (1) year, or until the utility easement has been conveyed to the District by the County (as described in Section 2., above), or unless this Agreement is sooner terminated by the Parties pursuant to the terms of this Agreement.

4. **MANNER OF FINANCING:** No funds will be provided by the County to the District pursuant to the terms of this Agreement. Upon transfer of the utility easement to the District, the District will assume any and all liability and responsibility for the utility easement, and the District shall be solely and separately responsible and liable for any and all costs, charges, and expenses arising from and/or related to the utility easement (once the utility easement has been conveyed to the District).

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.

5.1 The County's representative shall be the County Engineer, or his/her designee.

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

6. **INDEMNIFICATION:** Except as is otherwise set forth per the terms of this Agreement, 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, or employees 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 District by reason of entering into this contract except as expressly provided herein.

6.1 The parties recognize and acknowledge that portions of the Property were previously used as a municipal solid waste landfill. As such, the District shall, at District's 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 District shall not allow or cause any hazardous, toxic or petroleum materials to be released, disposed of, or discharged on any portion of the Property. The District (at the District's expense) shall take whatever precautions are necessary to prevent the release, discharge, or unlawful disposal of hazardous substances, and shall assume responsibility and liability for any such release, discharge or unlawful disposal that occurs as a result of the District's activities within the Easement area. 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 (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). The District shall

be solely and separately liable responsible for the remediation of any hazardous materials that are spilled, released, or discharged on or about the Property that are caused by the actions, activities, or omissions of the District, the District's employee(s), District's contractor(s), and/or District's agent(s). District shall indemnify, defend and hold the County 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 Property that are caused by the actions, activities, or omissions of the District, the District's employee(s), District's contractor(s), and/or District's agent(s). This indemnity includes, but is not limited to: (a) liability for a governmental agency's including but not limited to, the County'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 (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). The parties agree that the County shall not be responsible or liable for the use, operation, or maintenance of the District's facilities located within the Easement area in any way.

7. **TERMINATION:** Either party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's representative provided above.

8. **UTILITIES:** The District shall be separately responsible and liable for the payment of any utilities (i.e., electricity, etc.) and/or other similar expenses (if any) arising from or related to the utility easement on the Property.

9. **TREATMENT OF ASSETS AND PROPERTY:** Except as may be expressly provided herein to the contrary, no fixed assets or personal or real property will be jointly or cooperatively held or used pursuant to this Agreement.

10. **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.

11. **CHANGES, MODIFICATIONS, AMENDMENTS, & 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.

13. **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 Skagit. This Agreement shall be governed by the laws of the State of Washington.

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, tenants, and/or residents located at or in the vicinity of the Property, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

15. **COMPLIANCE WITH LAWS:** 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 necessary, the District (at the District's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any use of the utility easement for the Property, or conducting any work on or within the utility easement area, and individually each party shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s) and/or approvals obtained or procured in such party's name.

16. **SURVIVAL:** The terms of Section 6. shall survive, notwithstanding the withdrawal from, termination, or invalidity of this Agreement.

17. **ASSIGNMENT AND SUBCONTRACTING:** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted by the District to any other individual, firm, company, and/or other entity without the express and prior written approval of the County.

18. **USE OF DOCUMENTS AND MATERIALS PRODUCED:** Both parties shall have the right to use and distribute any and all documents, writings, programs, data, public records 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).

19. **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. The parties mutually recognize and agree that the terms of this Agreement shall wholly supersede the terms of the previous agreement between the parties dated February 24, 1997 (Skagit County Contract No: 03397).

20. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect, unless specified to the contrary herein (see Section 19., above). Each of the signatories hereto warrants and represents that he or she is duly authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

Public Utility District No. 1 of Skagit County ("District"):

DATED this 6th day of NOVEMBER, 2018



George Sidhu, P.E.
General Manager

DATED this 31 day of December, 2018.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chair

Lisa Janicki
Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Linda Hanna
Clerk of the Board

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

Recommended:

[Signature] [Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 12/14/18
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (12-14-18)
Risk Manager

Approved as to budget:

Lisa Joane
Budget & Finance Director

Exhibit "1"

Substantial Form of Utility Easement.

Recording Requested by, and
When Recorded Mail To:

Public Utility District No. 1 of Skagit County
Attn: Mr. George Sidhu, P.E.
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98274

DRAFT

DOCUMENT TITLE: UTILITY EASEMENT

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): P49105 (XrefID: 360408-0-010-0004)

ABBREVIATED LEGAL DESCRIPTION: (25.8000 ac) NW1/4 SW1/4 N OF CO RD & W 50FT IN NE1/4 SW1/4 N OF CO RD & W OF BDLM RLY LESS R/W & TAX 12 & W 60FT. Situate in 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 the **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 for the benefit of Grantee, over, upon, across, along, in, and under a portion of real property located within and upon Grantor's Property, such Easement area 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 certain public water system utilities and infrastructure water line(s) owned or operated by Grantee, specifically including, but not necessarily limited to, lines (including water, electrical, and communication lines), a groundwater well site, appurtenant structures and facilities, and access roads (the "Grantee's facilities"). The Grantee recognizes and agrees that any access roads located within the Easement area shall not become County road(s) by virtue of this Easement. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, 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 shall have the reasonable right to enter upon the Grantor's Property within the Easement area (as described and depicted in *Exhibit "A" and "B"*) for purposes of using the Easement for the location, placement, installation, use, inspection, improvement, removal, replacement, maintenance, and operation of Grantee's facilities, subject to the terms of this Easement agreement. Grantee shall not have the right to exclude Grantor from 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 reasonable use of the property located within 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 be responsible for the payment of any utility expenses (such as electrical charges, etc.) and/or other similar expenses for the Grantee's facilities within the Easement area. The Grantee specifically recognizes and agrees that Grantor is not obligated to make, construct, operate, maintain, or repair any particular improvements or facilities at (or within the vicinity of) Grantor's Property or the Easement area pursuant to the terms of this Easement. The Grantee agrees that use of this Easement by Grantee shall be at the sole expense and risk of the Grantee. Grantor shall conduct its activities and all other activities on the Easement area so as not to unreasonably interfere with Grantee's use of the Easement area. The Parties both reasonably believe that the Grantor owns the Grantor's Property and that Grantor may convey this Easement to Grantee.

2.1 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 if Grantee does cause such damage or impact, the Grantee shall repair and restore the Grantor's Property, upon the request of Grantor, 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 such 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 (if any). Any such work performed within the Easement area by Grantee shall be promptly performed at the sole cost and expense of Grantee.

2.2 The Grantee shall be responsible and liable for the maintenance of vegetation that may affect or impair the Grantee's facilities within the Easement area. The Grantee shall coordinate its vegetation management activities with the Grantor and shall as necessary manage vegetation in close proximity to Grantee's facilities within the Easement area in compliance with all applicable laws, ordinances, regulations, resolutions, policies and rules. Trimming and removal of vegetation within the Easement area shall be performed by the Grantee using the best industry standards and practices. Nothing in this Easement agreement shall impair the Grantor's ability to perform vegetation management activities within the Easement area, as the Grantor may determine to be useful or necessary to serve and protect the public interest and welfare; provided, that nothing in this Easement agreement shall create or impose any duty or obligation on the part of the Grantor to perform any vegetation management activities within the Easement area. Vegetation management activities undertaken by Grantor within the Easement area (if any) shall be performed by Grantor after providing reasonable notice to Grantee, and shall be performed in such a way as to not unreasonably interfere with the Grantee's use of the Easement area.

2.3 Subject to the terms herein, the Grantor agrees that Grantor and Grantor's successors, and assigns will not construct, maintain, or cause to be constructed or maintained upon the Easement Area and within one hundred feet (100') of the Grantee's facilities, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description (except as may already currently exist upon Grantor's Property).

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 area on Grantor's Property. 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 except as expressly provided herein. The terms of this section (including Section 3.1, below) shall survive any termination of this Easement, and shall continue in full force and effect.

3.1 The Parties recognize and agree that portions of the Grantor's Property were previously used as a municipal solid waste landfill. As such, the Grantee shall, at Grantee's 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 (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). 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 (specifically including, but not limited to, RCW 70.105D, and related Washington State Department of Ecology regulations, specifically including, but not limited to, WAC 174-340). The parties agree that the Grantor shall not be responsible or liable for the use, operation, or maintenance of Grantee's facilities located within the Easement area in any way.

4. 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 the term of this Easement shall be in Skagit County, State of Washington.

5. Compliance with Laws and Permits. Grantee shall, at Grantee's own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in using the Easement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

6. 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/or 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.

7. No Assignment. This Easement may not be assigned, contracted, and/or transferred to any other individual, firm, company, party, and/or other entity by Grantee without the express and duly authorized prior written approval of the County. Grantor may assign or transfer this Easement without the consent of Grantee.

8. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Easement 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 Easement shall not be considered a waiver of any prior or subsequent breach. 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. 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. 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. 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 Easement 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.

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

GRANTEE:

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

DATED this _____ day of _____, 2018

George Sidhu,
General Manager

DRAFT

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 the General Manager of the Public Utility District No. 1 of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2018.

(SEAL)

Notary Public
Print name: _____
Residing at: _____
My appointment expires: _____

DRAFT