



200203130012

Skagit County Auditor

3/13/2002 Page 1 of 2 9:42AM

RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 12th day of March, 2002, between **Russ and Bill Investments, L.L.C.**, hereinafter referred to as "Grantor", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantors, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, sewer and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water, sewer and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P26657

The north 10 feet of the following described parcel:

Parcel 3

Acreage Account, Acres 0.40, (DK01) Tract "B" of Short Plat MV-4-79 AF#7905300001. Except Beginning at the Northeast corner of said Tract "B", Short Plat MV-4-79; Thence South 1 Degree 11'25" West along the East line of said Tract "B" to a point along the North line of Tract "A" of said Short Plat MV-4-79, said point being the true point of beginning of this description; thence Westerly along the North line of said Tract "A"; 16 feet to the Northwest corner of said Tract "A" thence Northerly parallel to the East line of said Tract "B", 65 feet; thence East to the East line of said Tract "B"; thence Southerly along the said East line of Tract "B" to true point of Beginning.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantors also agree to and with the District that the Grantors lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantor hereunto sets his hand and seal this 12th day of March, 2002.

Russell Gene Perry
Russell Gene Perry
Billy D. Floyd
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE
Billy D. Floyd

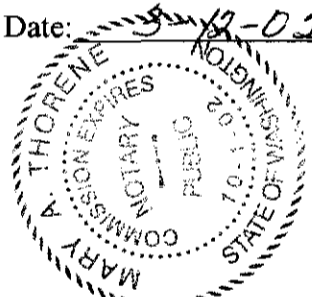
MAR 13 2002

STATE OF WASHINGTON
COUNTY OF SKAGIT

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

I certify that I know or have satisfactory evidence that Russell Gene Perry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as PARTNER of Russ and Bill Investments, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 3-12-02



Mary A. Thorene
Notary Public in and for the State of Washington

My appointment expires: 10-1-02

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Billy D. Floyd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as PARTNER of Russ and Bill Investments, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 12, 2002



Mary A. Thorene
Notary Public in and for the State of Washington

My appointment expires: 10-1-02

