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 Skagit County Auditor
 6/3/2002 Page 1 of 2 10:05AM

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 23rd day of MAY, 2002, between **PEMCOR PROPERTIES (BURLINGTON), LLP** 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, 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, 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:

P24043

The South 3 feet of Lot 2 in Short Plat Burl 1-92 as recorded under Auditor's File No. 9207270058, records of Skagit County, Washington.

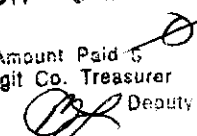
This easement is in addition to the 15-foot easement shown on the above mentioned Lot 2 and recorded under Auditor's File No. 8907310011 and No. 8912110032.

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.

SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

JUN 03 2002

Amount Paid to
 Skagit Co. Treasurer
 By  Deputy

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 23 day of May, 2002.

Paul Mayer, President BRIAN PATERSON, PARTNER
PEMCOR PROPERTIES (BURLINGTON) LLP

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Paul Mayer** 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 **President** of **PEMCOR PROPERTIES (BURLINGTON), LLP** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: May 23, 2012

BRIAN PATERSON

AK

PATERSON

AK

Notary Public in and for the State of Washington
My appointment expires: 10/14

ALLAN J. COOMBE

Barrister and Solicitor

510 - 1040 W. Georgia Street
Vancouver, B.C. V6E 4H1
(604) 443-3652

