



200302180036

Skagit County Auditor

2/18/2003 Page 1 of 3 9:33AM

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 13<sup>th</sup> day of February, 2003, between **WHITFIELD/MITZEL LLC**, 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:

**P62847** (See Map, Attachment "A")

A 20.00-foot Easement across a portion of Parcel "B" of that certain Binding Site Plan as recorded under Auditors File No. 9101110040, being a portion of the Southeast Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, WM, being 10.00 feet on both sides of the following described centerline;

Commencing at the South One Quarter of said Section 5; Thence North 89° 18' 30" West, along the South line of said section, a distance of 366.25 feet; Thence North 8° 06' 32" West 666.97 feet, to an angle point in Parcel "A" of said Binding Site Plan; Thence North 89° 23' 23" West 293.39 feet to the Southeast corner of Parcel "B" of said binding site plan; Thence continue North 89° 23' 23" West along the South line of said Parcel "B" a distance of 281.96 feet to the **TRUE POINT OF BEGINNING** of this line description; Thence North 8° 13' 33" West 75.60 feet to the terminus of said line description.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the grantors ownership.

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 13<sup>th</sup> day of February, 2003.

Managing Member  
Print Title  
Dan R. Mitzel  
Print Name

WHITFIELD MITZEL LLC

[Signature]  
Signature

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Dan R. Mitzel is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as Managing Member of WHITFIELD MITZEL LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 02/13/2003



[Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 11/01/2006

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 13 2003

Amount Paid \$ 0  
Skagit Co. Treasurer  
By LP Deputy



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Skagit County Auditor

Attachment "A"

