



200306180005

Skagit County Auditor

6/18/2003 Page

1 of

3 9:29AM

RETURN TO:

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

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JUN 17 2003

P.U.D. No. 1 Eng Dept

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 11th day of June, 2003, between **TJERSLAND FAMILY TRUST**, 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:

P15407 & P15410

The West Twenty (20) feet of the following described property:

That part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), Section Four (4), Township Thirty-three (33) North, Range Three (3) East of the Willamette Meridian, described as follows:

Beginning at a point on the North line of the County Road, 20 feet North of the Southwest corner of said Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4), thence North along the West line of said Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), 816.25 feet thence East 800 feet; thence South 816.25 feet to the North line of the County road; thence West 800 feet to the point of beginning, Except ditch rights of way, situated in the County of Skagit, State of Washington, and

Skagit County Auditor's File No. 514076, Volume 268, Page 775, dated 02/21/55 and described as follows:

That portion of the South one-half (S1/2) of the Southeast Quarter (SE1/4) lying Westerly of county road, and also the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) lying Westerly of county road, EXCEPT a tract in the Southwest corner thereof 816.25' by 800'; all in Section 4, Township 33 North, Range 3 East of W.M. in the County of Skagit, State of Washington.

EXCEPT that portion sold and recorded in Skagit County Auditor's File No. 673878, dated 11/01/65 and described as follows:

That portion of the SE1/4 of the SW1/4 of Section 4, Township 33 North, Range 3 East, W.M., described as follows:

Beginning at the Northeast corner of said subdivision; thence South 89°34'20" West along the North line of said subdivision a distance of 203.46 feet to the west line of the Chilberg Road and the true point of beginning for this description; thence South 89°34'20" West 170.00 feet; thence South 0°10'00" East 208.00 feet; thence North 89°34'20" East 160.86 feet to the West line of the Chilberg Road; thence North 2°21'00" East along said road 208.24 feet to the true point of beginning. Containing 0.79 acres.

Situate in the County of Skagit, State of Washington.

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

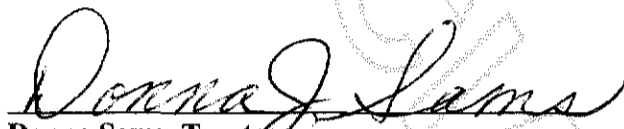
the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is 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.

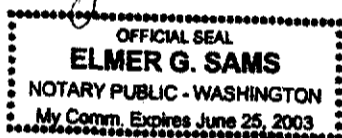
In Witness Whereof, the Grantor hereunto sets his hand and seal this 11th day of June, 2003.

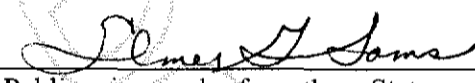

Donna Sams, Trustee
Tjersland Family Trust

STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **Donna Sams** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **Trustee** for the **Tjersland Family Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: June 11, 2003




Notary Public in and for the State of Washington
My appointment expires: June 25, 2003

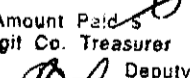
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 18 2003

Amount Paid 0
By  Skagit Co. Treasurer
Deputy



200306180005
Skagit County Auditor

6/18/2003 Page 2 of 3 9:29AM

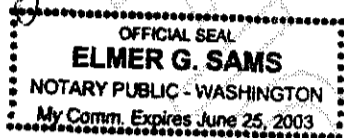
In Witness Whereof, the Grantor hereunto sets his hand and seal this 11th day of June, 2003.

Joyce M. Magnuson Emmerton
Joyce Emmerton, Trustee
Tjersland Family Trust

STATE OF Washington
COUNTY OF King

I certify that I know or have satisfactory evidence that **Joyce Emmerton** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **Trustee** for the **Tjersland Family Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: June 11, 2003



Elmer G. Sams
Notary Public in and for the State of Washington
My appointment expires: June 25, 2003

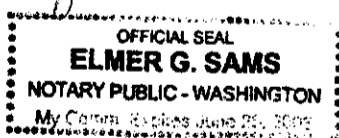
In Witness Whereof, the Grantor hereunto sets his hand and seal this 11th day of June, 2003.

Doris M. Wade
Doris Wade, Trustee
Tjersland Family Trust

STATE OF WASHINGTON
COUNTY OF King

I certify that I know or have satisfactory evidence that **Doris Wade** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **Trustee** for the **Tjersland Family Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: June 11, 2003



Elmer G. Sams
Notary Public in and for the State of Washington
My appointment expires: June 11, 2003

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