



200404270022
Skagit County Auditor

4/27/2004 Page 1 of 3 9:25AM

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 12 day of November, 2003, between **ELK PROPERTIES, 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, 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:

P108403 - See Map, Exhibit "A"

Water Line Easement - Plat of Eagle Hill

Those portions of the "Plat of Eagle Hill", recorded in Volume 16 of Plats at pages 67 and 68, under Auditor's File No. 9508230097, in the Auditor's office of said County and State, being more particularly described as follows:

The Easterly 20.00 feet of the Westerly 30.00 feet, as measured at right angles to its Westerly line, of Lot 3, said "Plat of Eagle Hill"

The Easterly and Westerly margins of the above described 20-foot wide strip shall be lengthened or shortened as necessary to form a continuous strip from the Southerly line of Logsdon Lane to the North line of Lot 3.

together with the right of ingress to and egress from said lands over said easement areas 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.

Grantor reserves the ownership of all timber removed from the easement area by the Grantee. Timber shall be placed on the subject property at a location identified by the Grantor.

Work Standards. All work to be performed by Grantee pursuant to the requirements of this agreement shall be in accordance with applicable laws, codes and regulations and shall be completed in a careful and workman like manner. Upon Grantees' completion of any construction permitted under this agreement, Grantees shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references, or hubs that were disturbed or destroyed during construction.

Access During Construction. During any period of construction, the Grantee shall make satisfactory provision for the Grantor, their assigns and successors to have continued access along, over, and across the easement area. Grantees shall conduct their activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or utilities, now or hereafter

maintained or located within the easement or in any way interfere with, obstruct or endanger the Grantor's use of their property.

Release and Indemnity. The Grantees do hereby release, indemnify, and promise to defend and save harmless the Grantor and its successors in interest from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney fees incurred by Grantor or its successors in interest in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantees and Grantees' servants, agents, employees, and contractors in the exercise of rights granted herein, including, but not limited to, claims and actions brought by employees of Grantees or Grantees' agents and contractors.

Transferrability. This easement shall not be transferrable or assignable to another party and no third party acting with the consent of the Grantee may make any use of the easement area for any purpose other than that expressly state herein, either temporarily or otherwise, unless the recipient shall be the successor in interest to the Grantee.

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.

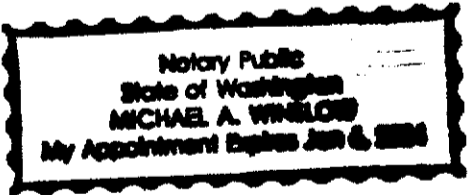
The Grantors also agree to and with the District that the Grantors lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantors will forever warrant and 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 12 day of November, 2003.

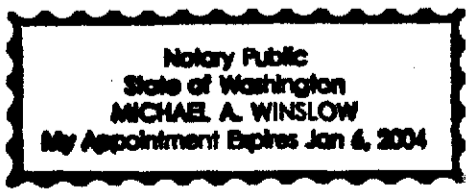
James A Cook Jr SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX *Terri E Cook*
James A. Cook, Jr., Member Elk Properties, L.L.C. APR 27 2004 Terri E. Cook, Member Elk Properties, L.L.C.

STATE OF WASHINGTON COUNTY OF SKAGIT
Amount Paid \$ 0
By Skagit Co. Treasurer Deputy
I certify that I know or have satisfactory evidence that James A. Cook, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as Member of Elk Properties, L.L.C. to be the free and voluntary act for the uses and purposes mentioned in the instrument.
Date: November 12, 2003



Michael A Winslow
Notary Public in and for the State of Washington
My appointment expires: 1/6/2004

STATE OF WASHINGTON COUNTY OF SKAGIT
I certify that I know or have satisfactory evidence that Terri E. Cook is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as Member of Elk Properties, L.L.C. to be the free and voluntary act for the uses and purposes mentioned in the instrument.
Date: November 12, 2003



Michael A Winslow
Notary Public in and for the State of Washington
My appointment expires: 1/6/2004

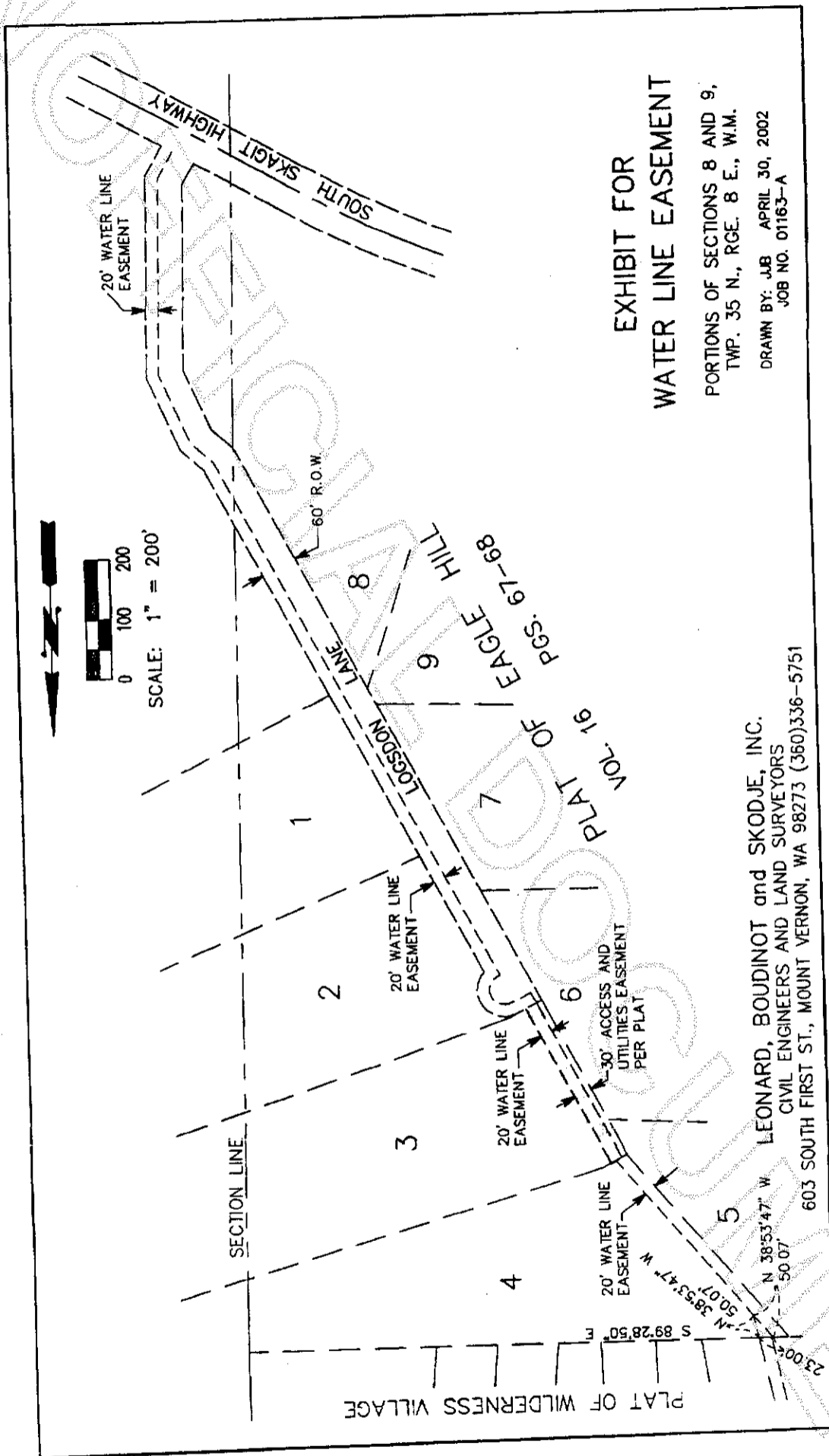


UNOFFICIAL DOCUMENT

My Appointment Expires Jan 4 2004
MICHAEL A WINDLOW
State of Washington
Notary Public

My Appointment Expires Jan 4 2004
MICHAEL A WINDLOW
State of Washington
Notary Public

MAP-EXHIBIT "A"



**EXHIBIT FOR
WATER LINE EASEMENT**

PORTIONS OF SECTIONS 8 AND 9,
TWP. 35 N., RGE. 8 E., W.M.

DRAWN BY: JJB APRIL 30, 2002
JOB NO. 01163-A

LEONARD, BOUDINOT and SKODJE, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
603 SOUTH FIRST ST., MOUNT VERNON, WA 98273 (360)336-5751



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