

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



200502240041
Skagit County Auditor

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PUD UTILITY EASEMENT

THIS AGREEMENT is made this 14 day of FEB., 2005, between **CITY OF BURLINGTON, a Washington Municipal Corporation**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) 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, Grantor(s), 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:

The South 20.00 feet of the north 127.91 feet of the following described parcel:

P62849

Dk 12; Plat of Burlington Acreage, that portion of Tract 85 lying west of the following described line; beginning at a point on the south line of said Tract 85, which is north 8-55 west, 1212.4 feet and 30 feet north of the south ¼ corner of Section 5, Township 34, Range 4 said point being the southwest corner of that tract conveyed to Joseph and Ethel Pauli by deed recorded under AF # 574035; thence north along the west line of the Pauli Tract, 629.3 feet, more or less, to the north line of said Tract 85 and the terminal point of said line; together with that certain unnamed dedicated road adjoining the west line of Tract 85 as described in Skagit County Superior Court Cause #81-2-00071-4.

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 14 day of FEB., 2005.

CITY OF BURLINGTON

Rod Garrett

Rod Garrett, City Engineer

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Rod Garrett** 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 **City Engineer** of **CITY OF BURLINGTON** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 2/15/05

Margaret S. Fleck
Notary Public in and for the State of Washington
My appointment expires: 8/01/08



Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB 24 2005

Amount Paid \$
Skagit County Treasurer
By: [Signature] Deputy



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