



200512080035
Skagit County Auditor

12/8/2005 Page 1 of 4 10:41AM

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 22 day of Nov., 2005, between **BDM PROPERTIES, LLC.**, 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:

P122959, 122960, 122961, 122962, 122963 and 122964

Exhibit "A" - Legal Description

Exhibit "B" - Easement Map

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.

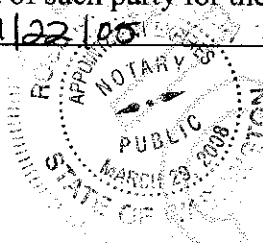
In Witness Whereof, the Grantor hereunto sets his hand and seal this 22 day of Nov., 2005.

[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 Member of **BDM PROPERTIES, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 11/22/05



[Signature]
Notary Public in and for the State of Washington
My appointment expires: 3/29/08

Eminent
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

DEC 08 2005

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



EXHIBIT "A"

A 20 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT ALL BEING CONTAINED IN PORTIONS OF THE PARENT PARCEL, BEING THAT CERTAIN BINDING SITE PLAN, KNOWN AS "B-D-M BINDING SITE PLAN" AS RECORDED AT AUDITORS FILE NUMBER 200505260114, RECORDS OF SKAGIT COUNT, WASHINGTON. SAID 20-FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Commencing at the West Quarter corner of Section 8, Township 34 North, Range 4 East, W.M.; thence North $1^{\circ} 23' 26''$ West along the west line of said section a distance of 166.57 feet; thence South $88^{\circ} 37' 56''$ East a distance of 30.03 feet to the intersection of the now "Burlington Boulevard" easterly road margin and point also being the True Point of Beginning of the Centerline of said easement; thence South $88^{\circ} 37' 56''$ East a distance of 169.41 feet to a point to be known as "Reference Point A"; thence South $88^{\circ} 37' 56''$ East a distance of 290.94 feet to a point to be known as "Reference Point B"; thence South $88^{\circ} 37' 56''$ East a distance of 90.77 feet; thence South $1^{\circ} 21' 55''$ West a distance of 145.98 feet to a point to be known as "Reference Point C"; thence South $1^{\circ} 22' 55''$ West a distance of 20.36 feet to the intersection with the south line of the parent parcel and the south line of the Southwest Quarter of the Northwest Quarter of said Section 8 and terminus of said main centerline easement. The 10-foot offset limits of the easement being either lengthened or shortened accordingly to intersect the boundary lines of the parent parcel.

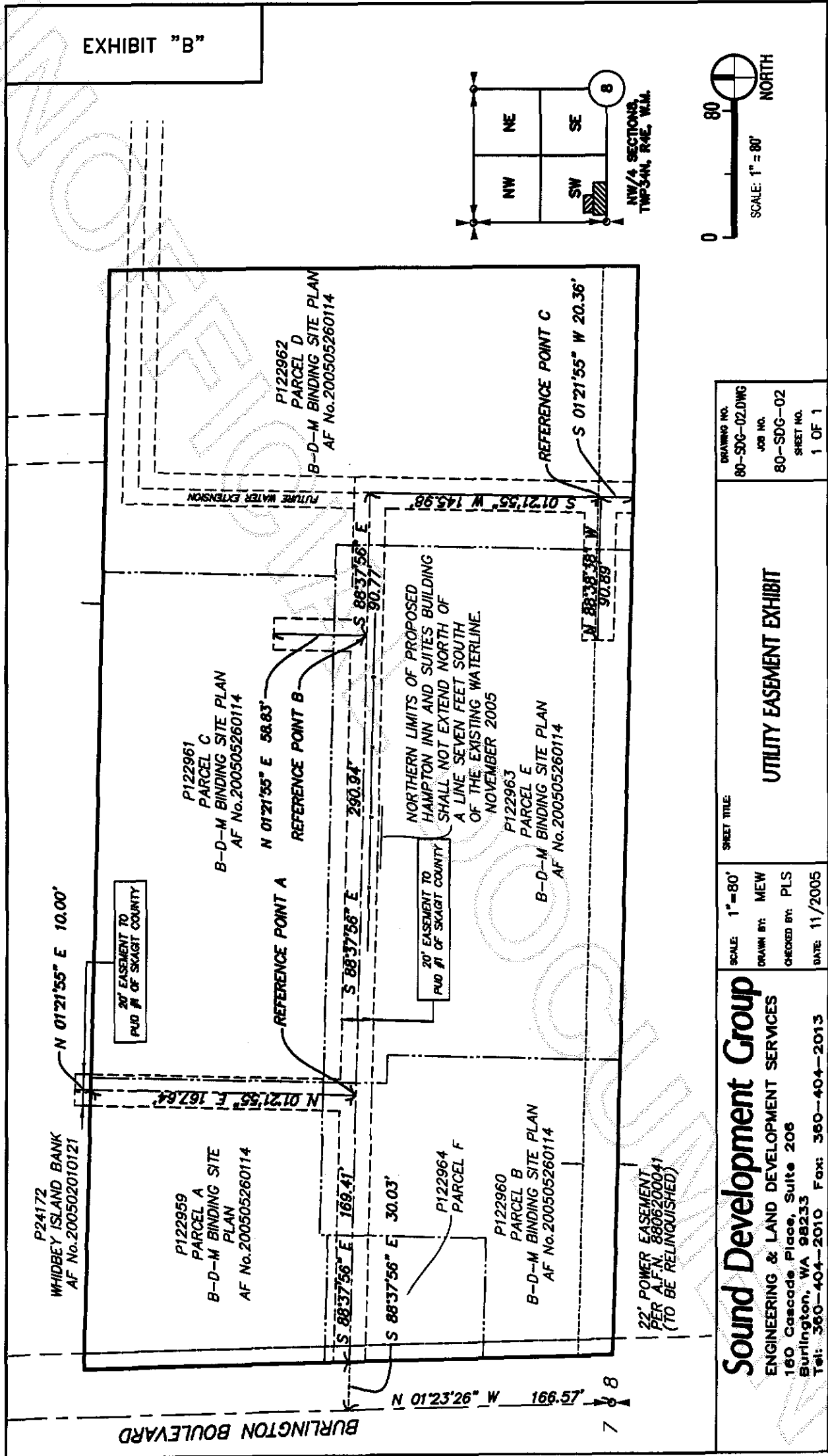
ALSO, a portion of said parent parcel for a non-exclusive utility easement 20 feet in width being 10 feet on either side of a Centerline. The Centerline of which Beginning at the before-mention Reference Point A; thence North $1^{\circ} 21' 55''$ East a distance of 167.64 feet to the intersection with the north line of the parent parcel and the terminus of said main centerline easement. The 10-foot offset limits of the easement being either lengthened or shortened accordingly to intersect the North boundary line of the parent parcel.

AND ALSO, a portion of said parent parcel for a non-exclusive utility easement 20 feet in width being 10 feet on either side of a Centerline. The Centerline of which Beginning at the before-mention Reference Point B; thence North $1^{\circ} 21' 55''$ East a distance of 58.83 feet to it terminus.

AND ALSO, a portion of said parent parcel for a non-exclusive utility easement 20 feet in width being 10 feet on either side of a Centerline. The Centerline of which Beginning at the before-mention Reference Point C; thence North $88^{\circ} 38' 38''$ West a distance of 94.50 feet to it terminus.



EXHIBIT "B"



DRAWING NO.
80-SDG-02.DWG
JOB NO.
80-SDG-02
SHEET NO.
1 OF 1

SHEET TITLE
UTILITY EASEMENT EXHIBIT

SCALE: 1"=80'
DRAWN BY: MEW
CHECKED BY: PLS
DATE: 11/2005

Sound Development Group
ENGINEERING & LAND DEVELOPMENT SERVICES
160 Cascade Place, Suite 206
Burlington, WA 98233
Tel: 360-404-2010 Fax: 360-404-2013

