



200601040029

Skagit County Auditor

1/4/2006 Page

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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 28<sup>th</sup> day of December, 2005, between **NORMAN PAUL MARTIN**, a single man, 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:

**P36906** (See Exhibit "A" - Utility Easement Map)

That portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 19, Township 35 North, Range 4 East, W.M., lying Easterly of the right of way of the Burlington Northern Santa Fe Railway Company,

EXCEPT the South 30 feet for County road,

AND EXCEPT State Highway.

Situate in the County of Skagit, State of Washington.

**Construction Easement** - Location of construction easement over the above-described tract of land is more particularly described as follows:

Beginning at the Southwest corner of the above-described tract of land; thence Northerly along the east right-of-way line of the Burlington Northern Santa Fe Railway Company 100 feet; thence East 100 feet; thence South 80 feet; thence Easterly parallel to the South line of the Northeast  $\frac{1}{4}$  to the east line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 19, Township 35 North, Range 4 East, W.M.; thence South 20 feet along the Southeast  $\frac{1}{4}$  line to the north right-of-way line of Cook Road; thence Westerly along the right-of-way line to the point of beginning. Said strip contains 0.32 acre more or less.

**Permanent Easement** - Location of permanent easement over the above-described tract of land is more particularly described as follows:

Beginning at the Southwest corner of the above-described tract of land; thence Northerly along the east right-of-way line of Burlington Northern Santa Fe Railway Company 80 feet; thence East 30 feet; thence Southerly, parallel to the East right-of-way line of Burlington Northern Santa Fe Railway Company 80 feet more or less to the North right-of-way line of Cook Road; thence Westerly along the north right-of-way of Cook Road to the point of beginning. Said strip contains 0.06 acre more or less.

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.

The District agrees that all work in pasture and cropland areas shall be conducted in a manner consistent with specifications approved by a professional engineer intended to minimize any impacts to current and future agricultural activities. At a minimum, these specifications shall require 48 inches of top cover above any pipe or pipes, line or lines. Further, these specifications shall require that the actual depth of the topsoil will first be stripped from the area to be excavated, and stockpiled separately from all other excavated subsoil. Also, any imported pipe-zone bedding material such as sand or pea gravel shall have a minimum of 42 inches of cover from the surface.

The District shall remove all excess dirt from construction, return the area to original grades and restore said premises to their original condition as near as reasonably can be done, as soon as conditions will allow. The District will compensate Grantor, and/or Grantor's designate, and/or tenant, for damages to crops, lawns or other plantings and livestock on the lands covered by the easement by reason of the exercise of the rights contained in the easement.

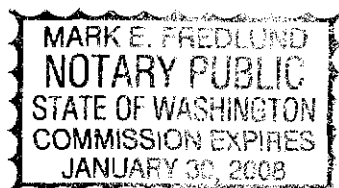
In Witness Whereof, the Grantor hereunto sets his hand and seal this 28 day of Dec 2005.

Norman P. Martin  
NORMAN PAUL MARTIN

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **NORMAN PAUL MARTIN** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: December 28, 2005



Mark E. Fredlund  
Notary Public in and for the State of Washington  
My appointment expires: 1/30/2008

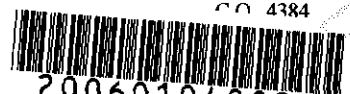
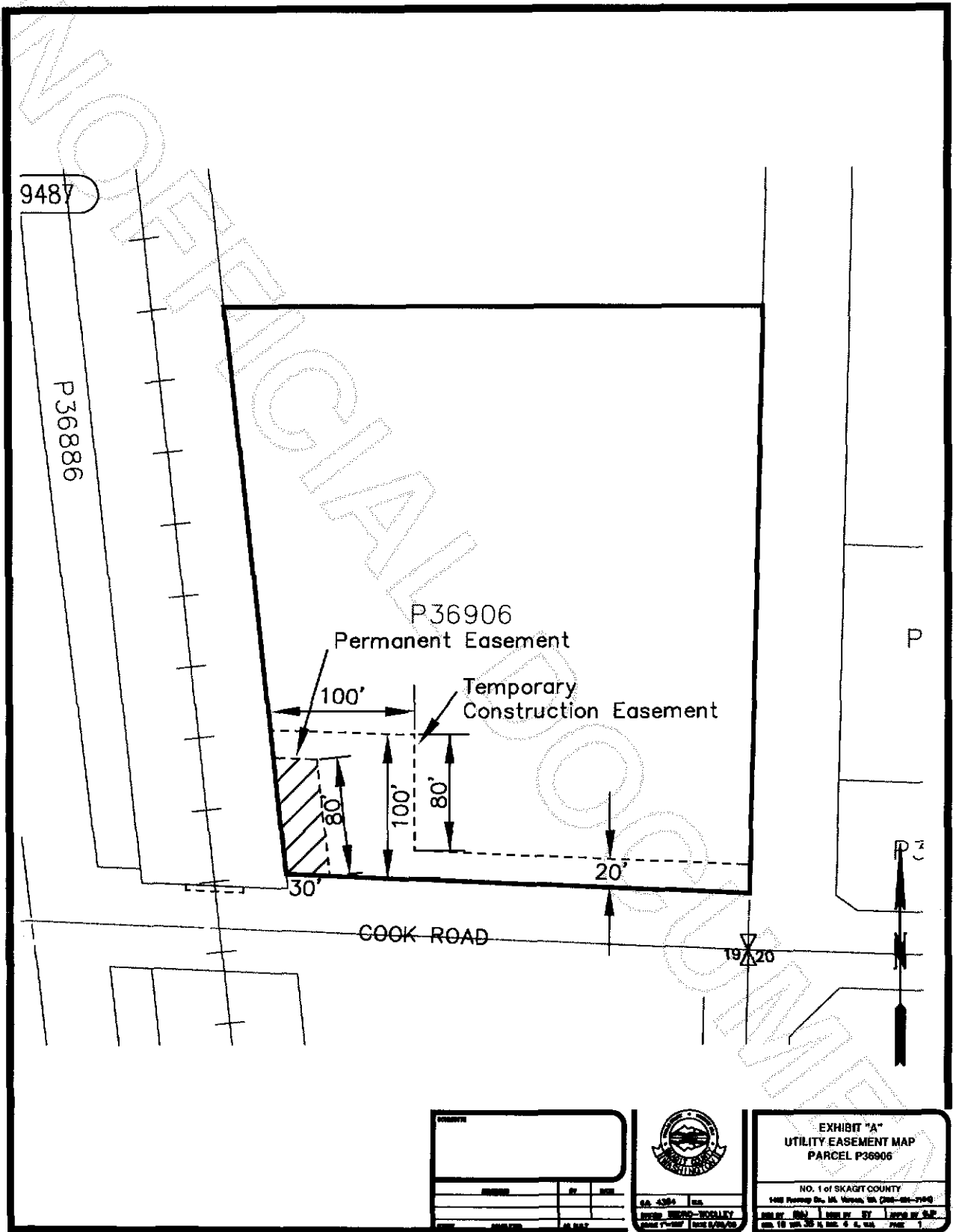
Easement  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JAN 04 2006

Amount Paid \$0.00  
Skagit County Treasurer  
By: ixm Deputy



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