UNOFFICIAL DOCUMENT

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 9th day of January, 2006, between **SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101**, 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 30 feet of the following described Parcel "A" (P37303) and the South 30 feet of the West 30 feet of the following described Parcel "B" (P37341):
(See Exhibit "A" – Easement Map)

Parcel "A" (P37303)
The East 660 feet of the Northeast ¼ the Southwest ¼, Section 23, Township 35 North, Range 4 East, W.M.,

EXCEPT road along the North line thereof.

AND EXCEPT beginning at a point on the North line of the above described subdivision, 462.44 feet West of the Northeast corner of said subdivision; **thence** South 29° 40'55" West, with a width of 25 feet on the Easterly side and a width of 25 feet on the Westerly side, 299.22 feet to the P.C. of a 15° curve to the left; **thence** following the 15° curve to the left for a distance of 197.67 feet to the P.T. of said 15° curve, said point also being on the West line of the above described subdivision; **thence** South 0° 01'57" West along said West line, with a width of 25 feet to the East side and a width of 0.00 feet on the West side, South 82 feet, more or less, to a point on the South line of the East 660 feet of the Northeast ¼ of the Southwest ¼ of said Section 23.

ALSO EXCEPT beginning at the Northwest corner of the above described subdivision; **thence** South along the West line of said subdivision a distance of 25 feet to the true point of beginning, said point being the intersection of the West line of said subdivision South right of way line of Cook Road No. 6300; **thence** continuing South along the West line of said subdivision a distance of 265 feet,

C.O. 4384
W.O. 04-03039

more or less, to a point on said West line; **thence** North 29° 40'55" East a distance of 302 feet, more or less, to a point on the South right of way line of the Cook Road No. 6300; **thence** West along said right of way line a distance of 145 feet, more or less, to the true point of beginning.

ALSO EXCEPT the North 20 feet for road right of way per Auditor's File No. 199911190067.

Situate in the County of Skagit, State of Washington.

Parcel "B" (P37341)
The West half of the West half of the Northwest ¼ of the Southeast ¼ of Section 23, Township 35 North, Range 4 East, W.M.,

EXCEPT the right of way for Cook Road along the North line thereof, a portion of which was conveyed to Skagit County by deed recorded under Auditor's File No. 775446, records of Skagit County Washington,

Also EXCEPT the East 144 feet of the North 300 feet thereof.

ALSO EXCEPT the North 20 feet for road right of way per Auditor's File No. 199911190067.

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 9th day of January, 2005.

M. V

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Skagit County Auditor
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STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Mark J Venn 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 Superintendent of Sedro-Woolley School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: January 9, 2006

Robyn J Miller
Notary Public in and for the State of Washington
My appointment expires: December 1, 2008

ROBYN J. MILLER
COMMISSION EXPIRES
NOTARY
PUBLIC
DEC 1, 2008
STATE OF WASHINGTON

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 12 2006

Amount Paid $
Skagit County Treasurer
By: Deputy

UNOFFICIAL DOCUMENT

200601120075
Skagit County Auditor
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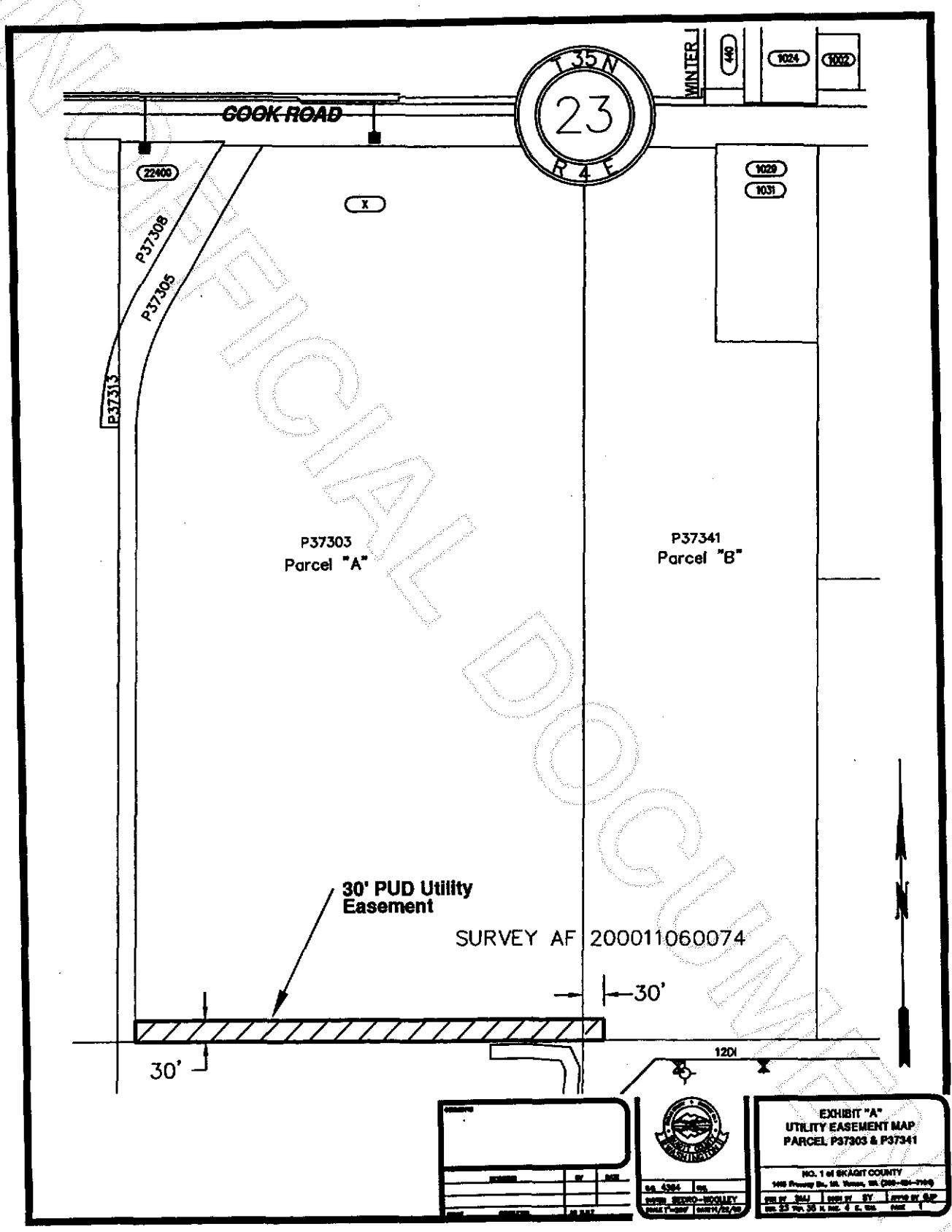

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