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200603140107
Skagit County Auditor
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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 8 day of March, 2006, between **THE CITY OF SEDRO-WOOLLEY**, 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, s 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:

P37311

ORIGINAL

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

The following-described tract of land less the West 60 feet.

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

The East 20 feet of the West 100 feet, AND the North 20 feet of the South 30 feet except the West 80 feet thereof, of the following-described tract of land.

The East ¼ of the West ½ of the Northeast ¼ of the Southwest ¼ of Section 23, Township 35 North, Range 4 East, W.M.

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

EXCEPT the North 5 feet thereof conveyed to Skagit County for road purposes by deeds recorded August 24, 1894 and July 18, 1972 in Volume 28 of Deeds, page 671 and under Auditor's File No. 771240, respectively;

ALSO, EXCEPT that portion conveyed to County of Skagit and the Sedro-Woolley Sub Flood Control Zone by deed recorded July 18, 1972 under Auditor's File No. 771241 and more particularly described as follows:

> A tract of land being 25 feet in width and lying on the West side adjacent to and parallel with the following described line:
>
> Beginning at a point on the North line of the Southwest ¼ of said Section 23, 462.44 feet West of the Northeast corner thereof; **thence** South 29°40'55" West 299.22 feet to the P.C. of a 15° curve to the left, said P.C. also being the TRUE POINT OF BEGINNING; **thence** following said 15° curve to the left, 197.67feet to the P.T. of said 15° curve (said P.T. also being a point on the East line of the above described subdivision); **thence** South 0°01'57" West along said East line, 882.0 feet, more or less, to a point on the South line of the Northeast ¼ of the Southwest ¼ of said Section 23 and the TERMINUS of this line description.

ALSO, EXCEPT that portion conveyed to Skagit County by Right-of-Way Deed recorded September 23, 1999, under Skagit County Auditor's File No. 199909230054 and more particularly described as follows:

Beginning at the Northwest corner of the above described parcel;

thence Southerly along the West line of said parcel a distance of 10.00 feet; **thence** Easterly to a point on the East line of said parcel lying 12.00 feet Southerly of the Northeast corner of said parcel; **thence** Northerly along said East line to said Northeast corner and the South margin of Cook Road; **thence** Westerly along the North line of said parcel and said margin to the point of beginning.

Situate in the County of Skagit, State of Washington.

together with the right of reasonable ingress to and egress in appropriate manner and place from said lands across adjacent lands of the Grantor.

The Grantor intends to use the above-described property for road right of way, utility easements, wetlands buffer, trail, and similar uses. The District shall exercise all rights under this easement in a manner consistent with such intended uses. Subject to the foregoing, the District shall have the right to cut and/or trim vegetation, 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. The District shall restore any buffer, trails, or public ways to their original condition or to such condition as agreed upon by the Grantor and District, after any work.

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 District shall provide technical assistance and information concerning the location of District's improvements to assist Grantor in design and management of future improvements.

The rights and obligations of the Grantor and District shall be binding on and inure to the benefit of the heirs, devisees, assigns and successors in interest of the parties to this agreement.

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In Witness Whereof, the Grantor hereunto sets his hand and seal this 8th day of March, 2006.

Sharon Dillon

Sharon Dillon, Mayor

Attest:

Patsy K. Nelson

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Sharon Dillon and Patsy Nelson, to me known to be the Mayor and City Clerk of the City of Sedro-Woolley, a Washington Municipal Corporation, personally appeared before me and acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it to be the free and voluntary act of the City of Sedro-Woolley, for the uses and purposes mentioned in the instrument.

Date: March 8, 2006.

Christine A. Salsena

Notary Public in and for the State of Washington
Residing at Skagit Co.
My appointment expires: 7/23/09

CHRISTINE A. SALSENA
NOTARY PUBLIC
2009
STATE OF WASHINGTON

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 14 2006

Amount Paid $
Skagit Co. Treasurer
By Deputy

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W.O. 04-03039

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