



200604120082
Skagit County Auditor

4/12/2006 Page

1 of

2 10:46AM

RETURN TO:

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

RECEIVED

APR 7 2006

P.U.D. No. 1 Eng Dept

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 22 day of February, 2006, between **SKAGIT COUNTY FIRE DISTRICT NO. 6**, 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:

P122006

A 20-foot wide easement for waterline installation and the maintenance thereof over, under and across a portion of Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M. lying 10.00 (ten) feet right (West) and 10.00 (ten) feet left (East) of the following described centerline:

BEGINNING at the Northeast corner of said Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M.;

thence South 0°22'46" West along the east line of said Government Lot 4 for a distance of 30.01 feet, more or less, to the Southerly right-of-way margin of Peterson Road;

thence North 88°15'23" West along said Southerly margin of Peterson Road for a distance of 157.31 feet to the TRUE POINT OF BEGINNING of said centerline;

thence South 01°46'59" West for a distance of 27.00 feet and being the terminus of said centerline.

BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

For meridian and survey control information, see that certain Record of Survey recorded under Skagit County Auditor's File No. 200506080060.

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.

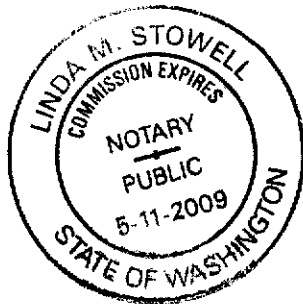
In Witness Whereof, the Grantor hereunto sets his hand and seal this 22nd day of February, 2006.

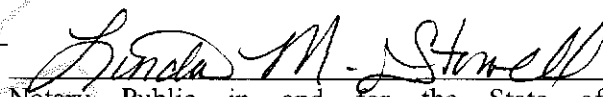

MARK ANDERSON, FIRE CHIEF
SKAGIT COUNTY FIRE DISTRICT NO. 6

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **MARK ANDERSON** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as **FIRE CHIEF** of **SKAGIT COUNTY FIRE DISTRICT NO. 6** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

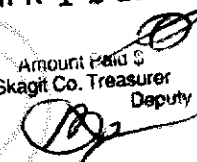
Date: February 22, 2006




Notary Public in and for the State of Washington
My appointment expires: 5-11-2009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 12 2006

Amount Paid \$
By 
Skagit Co. Treasurer
Deputy

RECEIVED

APR 7 2006

P.U.D. No. 1 Eng Dept



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