



200604120083

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

PUD UTILITY EASEMENT

P.U.D. No. 1 Eng Dept

THIS AGREEMENT is made this 31st day of March, 2006, between **JBK INVESTMENTS, LLC, a Washington Limited Liability Company; AND BOUSLOG INVESTMENTS, LLC, a Washington Limited Liability Company**, 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:

P20983

A 30-foot wide easement for waterline installation and the maintenance thereof over, under and across the West 30.00 feet of the East 60.00 feet of the North 267.50 feet of Government Lot 4, Section 2, Township 34 North, Range 3 East, W.M.;

Except road rights-of-way;

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 her hand and seal this 31st day of March, 2006.

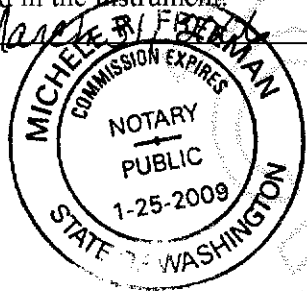
JBK INVESTMENTS, LLC:

JBK Investments, LLC
Barbara M. Bryant
SIGNATURE

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **BARBARA BAZANT** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **GENERAL MANAGER** of **JBK INVESTMENTS, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 31, 2006



Michele R. Freeman
Notary Public in and for the State of Washington
My appointment expires: 1-25-2009

In Witness Whereof, the Grantor hereunto sets his hand and seal this 31st day of March, 2006.

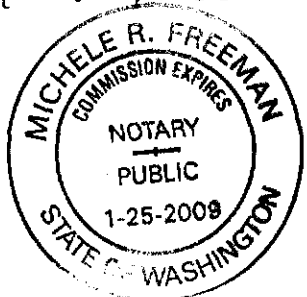
BOUSLOG INVESTMENTS, LLC:

John L. Bouslog
SIGNATURE

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **JOHN L. BOUSLOG** 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 **GENERAL MANAGER** of **BOUSLOG INVESTMENTS, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: March 31, 2006



Michele R. Freeman
Notary Public in and for the State of Washington
My appointment expires: 1-25-2009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 12 2006

Amount Paid \$
By [Signature] Skagit Co. Treasurer Deputy

RECEIVED

APR 7 2006

P.U.D. No. 1 Eng Dept



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