



200607250083
Skagit County Auditor

7/25/2006 Page 1 of 2 10:08AM

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 11th day of July, 2006, between **ASPEN LANE, LLC**, 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:

P124717 & P124718

That portion of Lots 5 and 6, Plat of ASPEN LANE, as per plat thereof recorded under Auditor's File No. 200606230188, records of Skagit County, Washington, said portion being described as follows:

Beginning at the Southeast corner of said Lot 6;

thence North 00°17'17" West 5.00 feet along the east line of said Lot 6;

thence South 89°41'41" West 89.99 feet to the Westerly line of said Lot 6;

thence South 44°41'41" West 15.12 feet along said Westerly line to the corner of said Lot 6 and Aspen Lane;

thence South 45°18'19" East 30.00 feet along the line of said Lot 6 and Aspen Lane to a corner of said Lot 6 and Aspen Lane on the Northwesterly line of said Lot 5: thence North 44°41'41" East 16.84 feet along the line of said Lots 5 and 6;

thence North 89°41'41" East 47.55 feet to a line that is parallel with and 20 feet West of the East line of said Lot 5;

thence South 00°17'17" East 39.00 feet along said parallel line;

thence South 89°37'43" East 20.00 feet to said East line of Lot 5:

thence North 00°17'17" West 54.24 feet along said East line to the Point of Beginning.

Situate in City of Burlington, 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.

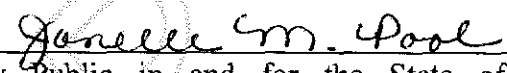
In Witness Whereof, the Grantor hereunto sets his hand and seal this 11th day of July, 2006.

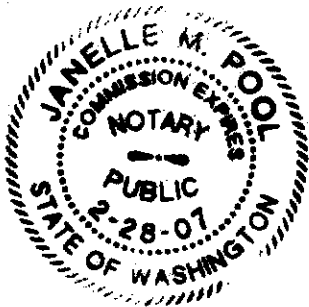

BRIAN GENTRY, MANAGER
ASPEN LANE, LLC

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **BRIAN GENTRY** 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 **MANAGER** of **ASPEN LANE, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: July 11, 2006


Notary Public in and for the State of Washington
My appointment expires: 02/28/07



SKAGIT COUNTY - WASHINGTON
Real Estate License Tax

JUL 25 2006

Amount Paid \$ 6
Skagit County Treasurer
by: 