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Skagit County Auditor

8/3/2006 Page

1 of

2 10:13AM

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 26 day of July, 2006, between **DANIEL H. MILLER and CAROL J. MILLER**, husband and wife, hereinafter referred to as "Grantors", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, Grantors, 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:

are 3/8" Water Service

P36958

Tract 2 of Skagit County Short Plat No. 27-81, Revised, as approved April 30, 1981 and recorded May 15, 1981, in Volume 5 of Short Plats, page 69, under Auditor's File no. 8105150023, records of Skagit County, Washington,

EXCEPT County road along the North line thereof, said tract being a portion of the Northeast ¼ of Section 20, Township 35 North, Range 4 East, W.M.,

EXCEPT that portion described as follows:

Beginning at the Northwest corner of Tract 1 of said Short Plat; thence South 89°35'45" East along the North line of said Tract 1, a distance of 345.99 feet to the Northeast corner thereof; thence South 00°28'38" East along the East line of said Tract 1, a distance of 198.87 feet to the Northerly right of way margin of Cook Road; Thence South 89°35'45" East along said margin 219.58 feet to a line parallel with and 20.00 feet Westerly of the East line of said Tract 2; thence North 00°28'38" West along said line a distance of 330.00 feet; thence North 89°35'45" West parallel with the North line of said Tract 1, a distance of 565.57 feet to a line parallel with and 20.00 feet Easterly of the Westerly line of said Tract 2; thence South 00°28'38" East along said line a distance of 131.13 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Location of easement over the above-described tract of land is more particularly described as follows:

Beginning at the Southwest corner of the above-described tract of land; thence North along the West margin of said tract a distance of 50 feet; thence Easterly to the east margin thereof; thence Southerly to the North line of the Cook Road right of way; thence Westerly to the point of beginning.

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 26 day of July, 2006.

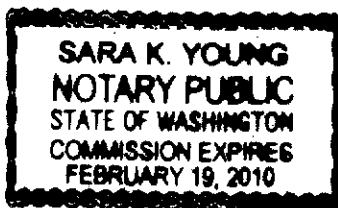

DANIEL H. MILLER

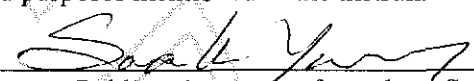

CAROL J. MILLER

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **DANIEL H. MILLER** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.


Date: July 26, 2006




Notary Public in and for the State of Washington
My appointment expires: February 19, 2010

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

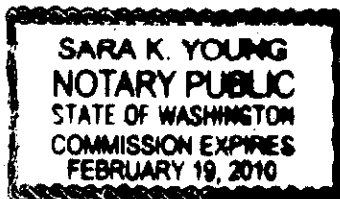
AUG 03 2006

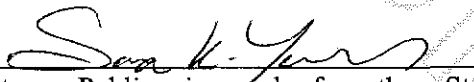
Amount Paid \$ 8
Skagit Co. Treasurer
By  Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **CAROL J. MILLER** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: July 26, 2006




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