



200706010043
Skagit County Auditor

6/1/2007 Page 1 of 2 10:25AM

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 29th day of May, 2007, between **SHDP ASSOCIATES, 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:

P123949

That portion of Parcel 1 of the **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, to the **SPORTSMAN'S PLAZA BINDING SITE PLAN** as said **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, is recorded on 11/08/2006 under Auditor's File No 200611080142, records of Skagit County, Washington, said portion being within the following described easement tract:

Beginning at the Northeast corner of Parcel 1 of **SPORTSMAN'S PLAZA BINDING SITE PLAN** recorded on 01/13/2006, under Auditor's File No. 200601130002, records of Skagit County, Washington, which is also the Northeast corner of Parcel 1 of said **BOUNDARY LINE ADJUSTMENT, BLA 7-06**;

thence North 89°47'49" West a distance of 281.49 feet along the North line of said Parcel 1 to the TRUE POINT OF BEGINNING of said easement tract; thence South 01°16'00" West a distance of 23.72 feet; thence South 45°00'00" East a distance of 11.36 feet; thence South 00°54'41" East a distance of 305.07 feet; thence North 89°05'19" East a distance of 51.11 feet; thence South 00°54'41" East a distance of 20.00 feet; thence South 89°05'19" West a distance of 51.11 feet; thence South 00°54'41" East a distance of 29.47 feet; thence North 89°05'19" East a distance of 19.03 feet; thence South 00°54'41" East a distance of 20.00 feet; thence South 89°05'19" West a distance of 19.03 feet; thence South 00°54'41" East a distance of 104.93 feet to the South line of said Parcel 2 of **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, said point being a point of curvature, the center of which is South 12°43'43" West 180.00 feet from said point; thence westerly along the arc of said curve to the left, along said South line, having a radius of 180.00 feet, with a central angle of 06°28'34", and an arc length of 20.35 feet; thence North 00°54'41" West a distance of 332.88 feet; thence South 89°05'19" West a distance of 19.21 feet; thence North 00°54'41" West a distance of 20.00 feet; thence North 89°05'19" East a distance of 19.21 feet; thence North 00°54'41" West a distance of 114.81 feet; thence North 45°00'00" West a distance of 11.80 feet; thence North 01°16'00" East a distance of 2.71 feet; thence North 88°44'00" West a distance of 17.66 feet; thence North 01°16'00" East a distance of 20.00 feet; thence South 88°44'00" East a distance of 17.66 feet; thence North 01°16'00" East a distance of 9.18 feet to said North line of Parcel 1; thence South 89°47'49" East a distance of 20.00 feet along said North line to the TRUE POINT OF BEGINNING,

Situated in the City of Burlington, Skagit County, 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 29th day of May, 2007.

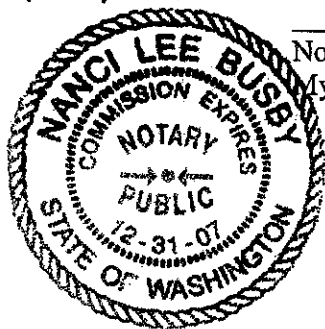
SHDP ASSOCIATES, LLC

[Signature]
Signature

STATE OF Washington
COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Scott Shanks is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the managing member of SHDP ASSOCIATES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 5-29-07



[Signature]
Notary Public in and for the State of Washington
My appointment expires: 12-31-07

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 01 2007

Amount Paid \$52
Skagit Co. Treasurer
By Man Deputy



200706010043
Skagit County Auditor