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Skagit County Auditor

10/12/2007 Page

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2 3:11PM

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 2ND day of October, 2007, between **MICHAEL A. YOUNGQUIST AND JEANNE M. YOUNGQUIST**, 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:

P62529 & P62527

An Easement for Ingress, Egress and Utilities, being 40 feet in width, having a contiguous centerline, described as follows:

Commencing at the Northwest corner of Lot 1, Revised Short Plat No. 7-85, approved December 3, 1985, recorded December 4, 1985, in Book 7 of Short Plats, page 55, under Auditor's File No. 8512040005, records of Skagit County, Washington; thence South 01°03'02" East along the West line of said Lot 1, being 30.00 feet East of the centerline of Gardner Road, for 125.72 feet, to the True Point of Beginning of this 40-foot-easement, being 20.00 feet on either side of a contiguous centerline; thence along the contiguous centerline North 89°31'44" East, being 20.00 feet North of and parallel with the South line of that easement as described under Auditor's File No. 8512050002, for 300.00 feet; thence continuing along said contiguous centerline, the 40-foot easement of which will have a variable width from 20 feet north of and 20 feet south of said centerline, to 23 feet north of and 17 feet south of said centerline, South 82°20'17" East for 76.00 feet; thence continuing along said contiguous centerline, the 40-foot easement of which now lies 23.00 feet north of and 17.00 feet south of the centerline, North 89°32'10" East for 270.46 feet, to the West line of the East 1/2 of Tract 37, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, the terminus of this 40-foot easement.

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.

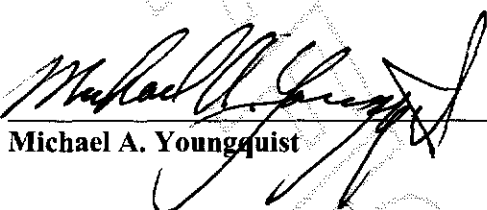
Grantors, their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other

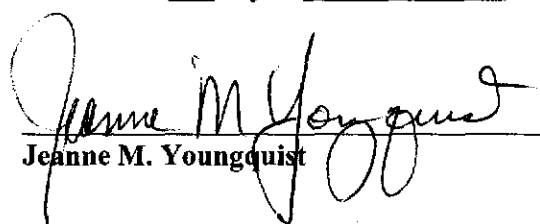
facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

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 8 day of October, 2007.

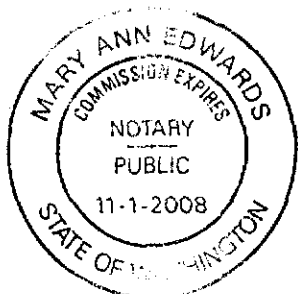

Michael A. Youngquist

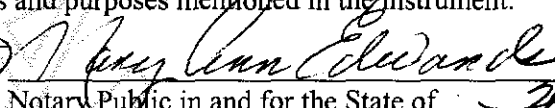

Jeanne M. Youngquist

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Michael A. Youngquist** 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: 10-08-07




Notary Public in and for the State of Washington
My appointment expires: 11-01-2008

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

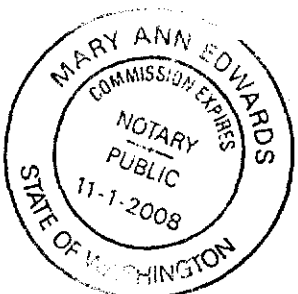
OCT 12 2007

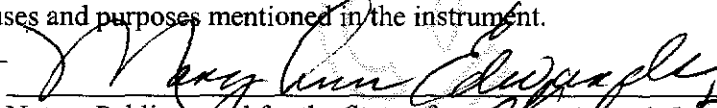
Amount Paid \$ X
Skagit Co. Treasurer
By nam Deputy

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Jeanne M. Youngquist** 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: 10-08-07




Notary Public in and for the State of Washington
My appointment expires: 11-01-08

