



200901230060

Skagit County Auditor

1/23/2009 Page

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3 10:03AM

**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 24 day of Dec., 2008, between **SALEM VILLAGE**, 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:

#### **P128001**

UTILITY AND ACCESS EASEMENT, VILLAGE COURT ROAD OF HIGHLAND GREENS TOWNHOMES DIV IV PUD, RECORDED UNDER AF#200810080003, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

See map - Exhibit "A"

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 24 day of DECEMBER, 2008.

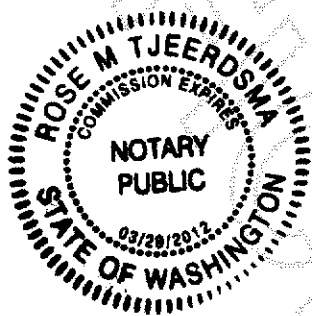
Bene Van Zelus  
Signature EXECUTIVE DIRECTOR  
SALEM VILLAGE

STATE OF WA  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Bene Van Zelus  
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 Executive Director of SALEM VILLAGE to be the free and voluntary act  
of such party for the uses and purposes mentioned in the instrument.

Date: 12/24/08

Rose M. Tjeerdsma  
Notary Public in and for the State of WA  
My appointment expires: 3/29/2012



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 23 2009

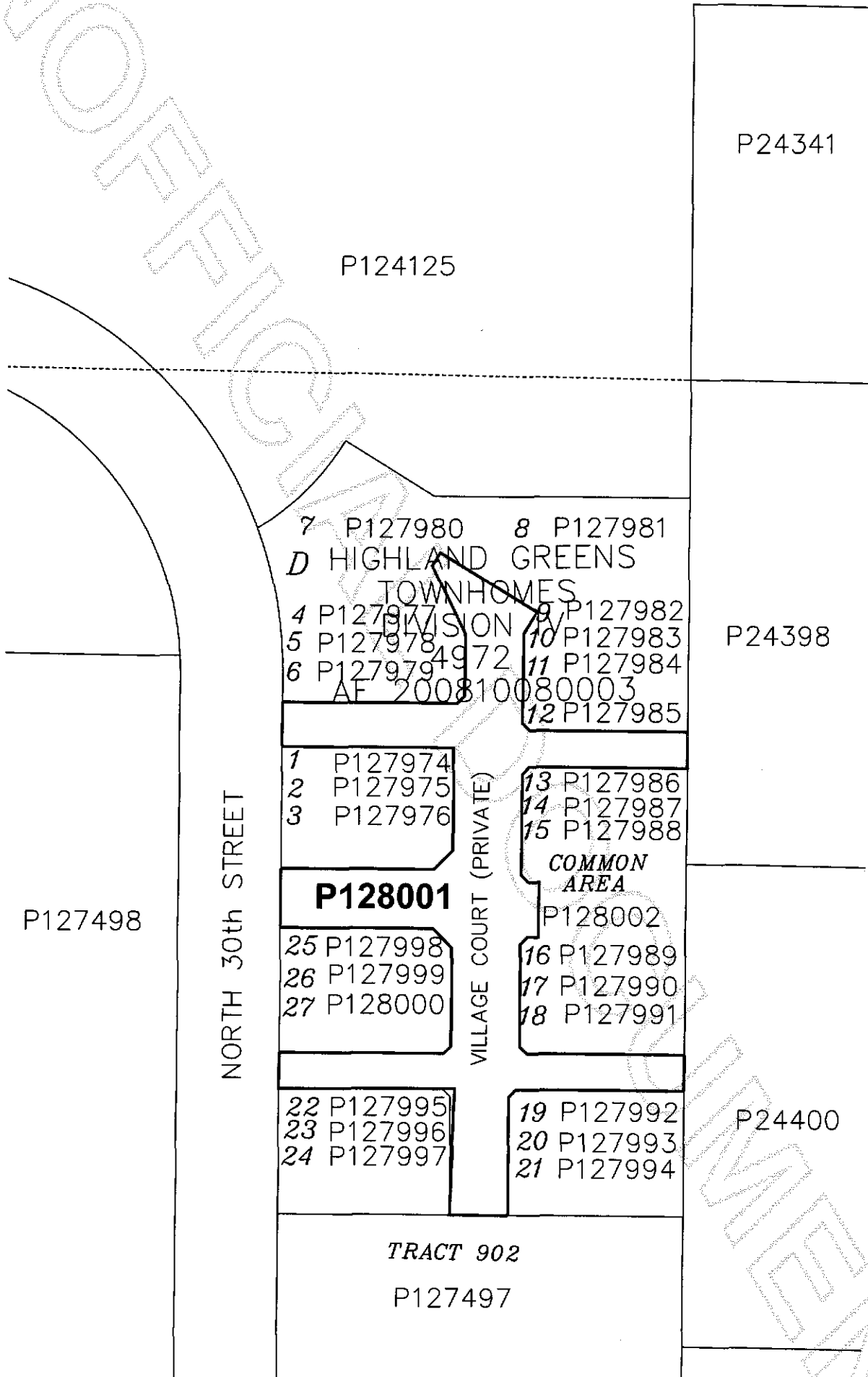
Amount Paid \$  
Skagit Co. Treasurer  
By 117 Deputy



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# EXHIBIT "A"



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