

AFTER RECORDING MAIL TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
P.O. Box 1436  
Mount Vernon, WA 98273-1436



200902180043  
Skagit County Auditor

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## PUD UTILITY EASEMENT

THIS AGREEMENT is made this 11<sup>th</sup> day of February, 2009, between **MOUNT VERNON SCHOOL DISTRICT NO. 320** 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, State of Washington and subject to a prior nonexclusive easement held by the City of Mount Vernon.

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 ten dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, a nonexclusive easement subject to the prior grant of easement to City of Mount Vernon in that certain Easement Agreement dated the 28<sup>th</sup> day of November 1995 recorded under Skagit County Auditor's File No. 9512080018 for pedestrian/non-motorized vehicle path, sanitary sewer and storm drainage facilities with appurtenances. This nonexclusive utility easement shall be a 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 appurtenance 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:

The North twenty (20) feet of the following described parcel:

**P25254**

The North half (N ½) of the North half (N ½) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section 16, Township 34 North, Range 4 East, W.M., except road along the west line thereof.

See Exhibit "A" – Easement Map

All of which easement rights shall be subordinate to the existing improvements which will be and remain in place and any necessary disruption of the surface shall be done at a time and in a manner which preserves the safety, security, and continuity of access to City of Mount Vernon and Grantor(s) improvements and facilities which occupy or use the easement premises including the right of ingress to and egress from said lands across adjacent lands of the Grantor(s); also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) 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(s) 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, unless the vegetation is required as a condition of permitting for the authorized activity as landscaping, or buffer for environmentally sensitive land, or water.

Grantor(s), 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. Grantor(s) 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, provided that all work done by District shall be done in a manner which preserves the safety, security and continuity of access to Grantor(s) and City of Mount Vernon owned improvements on the easement premises and LaVenture School buildings and grounds.

District agrees as a condition of this easement to include in all contracts for construction, repair, replacement, operation, maintenance and improvement of its facilities, and in all work orders directing its employees to require advising the Grantor in advance of the work concerning the timing and control of work. All contractors and employees shall be prepared to conduct their work in a manner which does not obstruct the safe passage of pedestrians and motor vehicles to and from the LaVenture School campus during school activity periods, and it shall be the responsibility of the District to place such signs and maintain such flagger services as may be reasonably required to assure safe and secure passage of pedestrians to and from the School over the easement premises.

Any disturbance of the surface of the easement premises which is due to the District exercise of the rights hereby granted shall be restored to its condition prior to disturbance and District's expense. If the District fails to promptly restore the easement surface, including any pedestrian or motor vehicle crossing surface, curb, gutter, sidewalk, sign, or striping, then Grantor is authorized to take corrective action to restore the easement surface condition and charge the costs incurred to District. This term shall be without prejudice to Grantor or City of Mount Vernon claims to damages, or other liability exposure arising from the failure of District to comply with this agreement and safety standards appropriate to the circumstances.

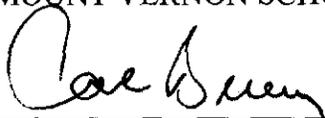
The Grantor(s) also agree to and with the District that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The District and City of Mount Vernon may to the extent each deems necessary contract or resolve by Interlocal Agreement to collaborate on the use of the easement and Grantor will have the right to veto any such Agreement which does not protect its property interest and rights reserved in prior easement agreements.

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(s) hereunto set its hand and seal this 11<sup>th</sup> day of February, 2009.

MOUNT VERNON SCHOOL DISTRICT NO. 320

  
\_\_\_\_\_  
CARL BRUNER, SUPERINTENDENT

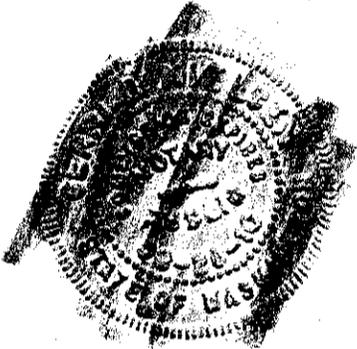


C.O. # 4385  
W.O. #04-3040

STATE OF WASHINGTON )  
 ) ss.:  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that CARL BRUNER 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 SUPERINTENDENT of MOUNT VERNON SCHOOL DISTRICT NO. 320 to be the free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 11<sup>th</sup> day of February, 2009.



Guri Juulsen  
Notary Public in and for the State of  
Washington  
Residing at Mount Vernon  
My commission expires: 8/20/2010

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 18 2009

Amount Paid \$ 0  
Skagit Co. Treasurer  
By MF Deputy

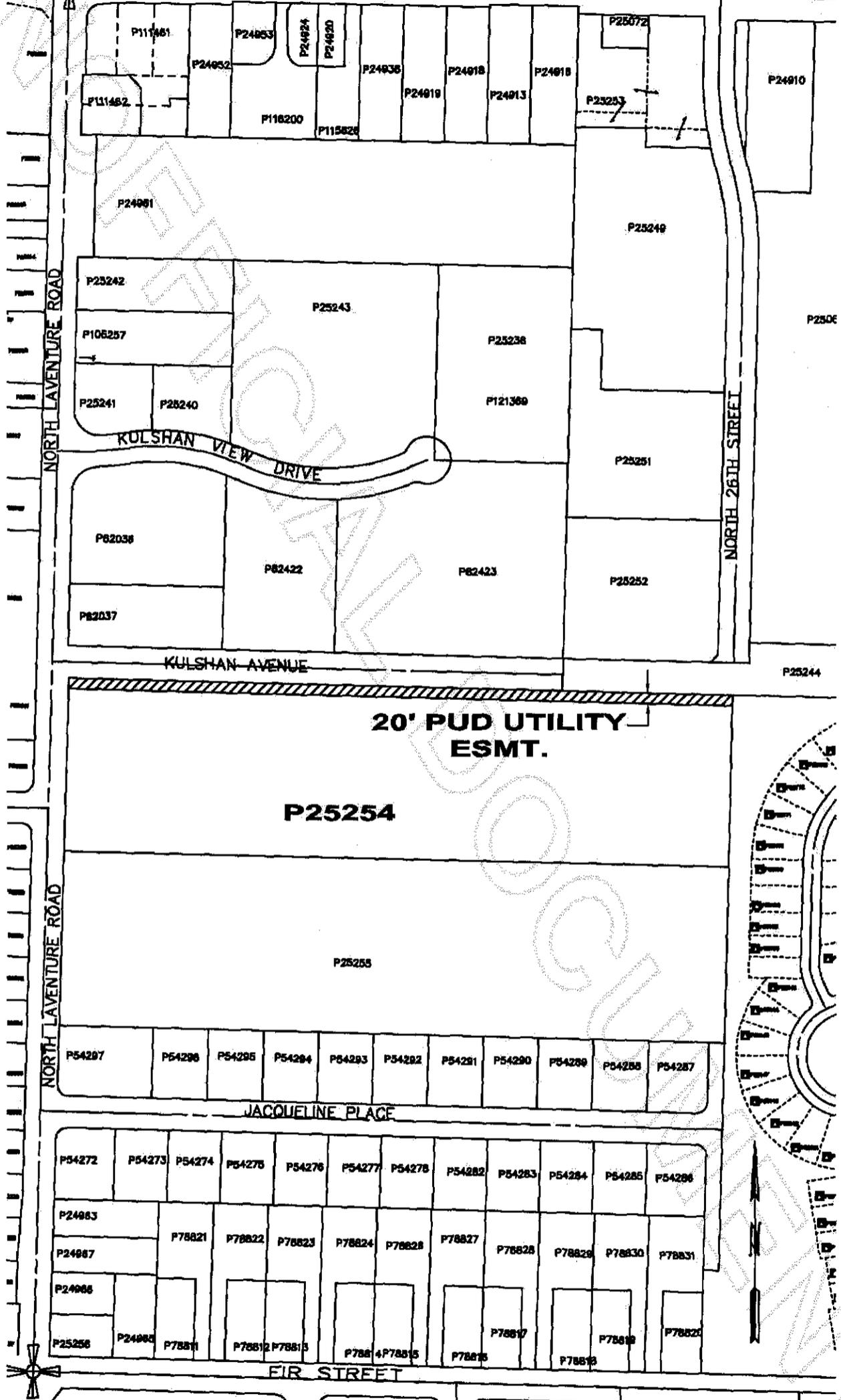


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EXHIBIT "A"

EAST COLLEGE WAY (SR 538)



20' PUD UTILITY ESMT.

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P25255

NORTH LAVENTURE ROAD

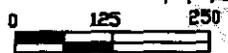
NORTH 26TH STREET

KULSHAN VIEW DRIVE

KULSHAN AVENUE

JACQUELINE PLACE

ELR STREET



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