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Skagit County Auditor

7/24/2009 Page

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2 12:56PM

RETURN TO:

Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Post Office Box 1436
Mount Vernon WA 98273-1436

AGREEMENT FOR NON-LIABILITY

This Agreement is entered into this 9th day of JULY, 2009, between **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY**, hereunder referred to as the "District" and **JOHN J. MCCANNA & MELISSA A. MCCANNA**, husband and wife, their successors and assigns, hereinafter referred to as the "Owners".

The District hereby agrees to allow the existing residential shop building, located at 2401 North Trumpeter Drive, Parcel No. P83801, being lot 7 of West Trumpeter, per plat recorded in Volume 14 of Plats, pages 106 and 107, records of Skagit County, Washington, to remain on the District's existing utility easement, recorded under Auditor's File No. 7906220042, records of Skagit County, Washington, located as shown and depicted on the drawing designated as "Attachment A" of this document.


The Owners acknowledge and agree to indemnify and hold the District harmless for any damages including, but not limited to, damage to the building or property that is caused by leaks, breaks, or failure of the District's existing or future water pipeline(s) for as long as the building exists on the District's easement.

The Owners will not interfere with the District's operation and maintenance of the water pipeline(s), in any manner, and agree to abide by all the rules and regulations of the District.

The Owners agrees that they are fully aware of the risks involved with locating improvements on or near a water pipeline in the easement including, but not limited to, the potential for foundation settlement due to soil failure as a result of the water pipeline trench excavation or discharge from the pipe(s). The Owners assume full responsibility for any risks of loss of property damage or personal injury.

In the event of dispute between the Owners and the District over the terms and conditions hereof or over any claims pursuant hereto the prevailing party shall be entitled to their attorney fees and costs. Venue shall be in the Superior Court of the State of Washington for Skagit County.

This Agreement shall remain with the land. The District shall record this Agreement with the Auditor's Office of Skagit County.

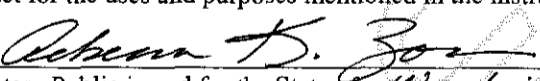

JOHN J. MCCANNA

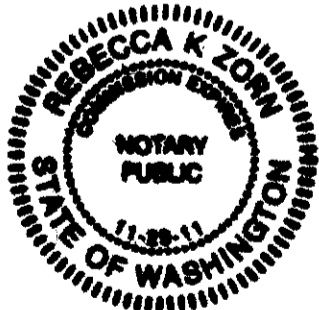

MELISSA A. MCCANNA

STATE OF Washington
COUNTY OF Skagit


I certify that I know or have satisfactory evidence that **JOHN J. MCCANNA & MELISSA A. MCCANNA** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: July 8, 2009


Notary Public in and for the State of Washington
My appointment expires: 11.29.11

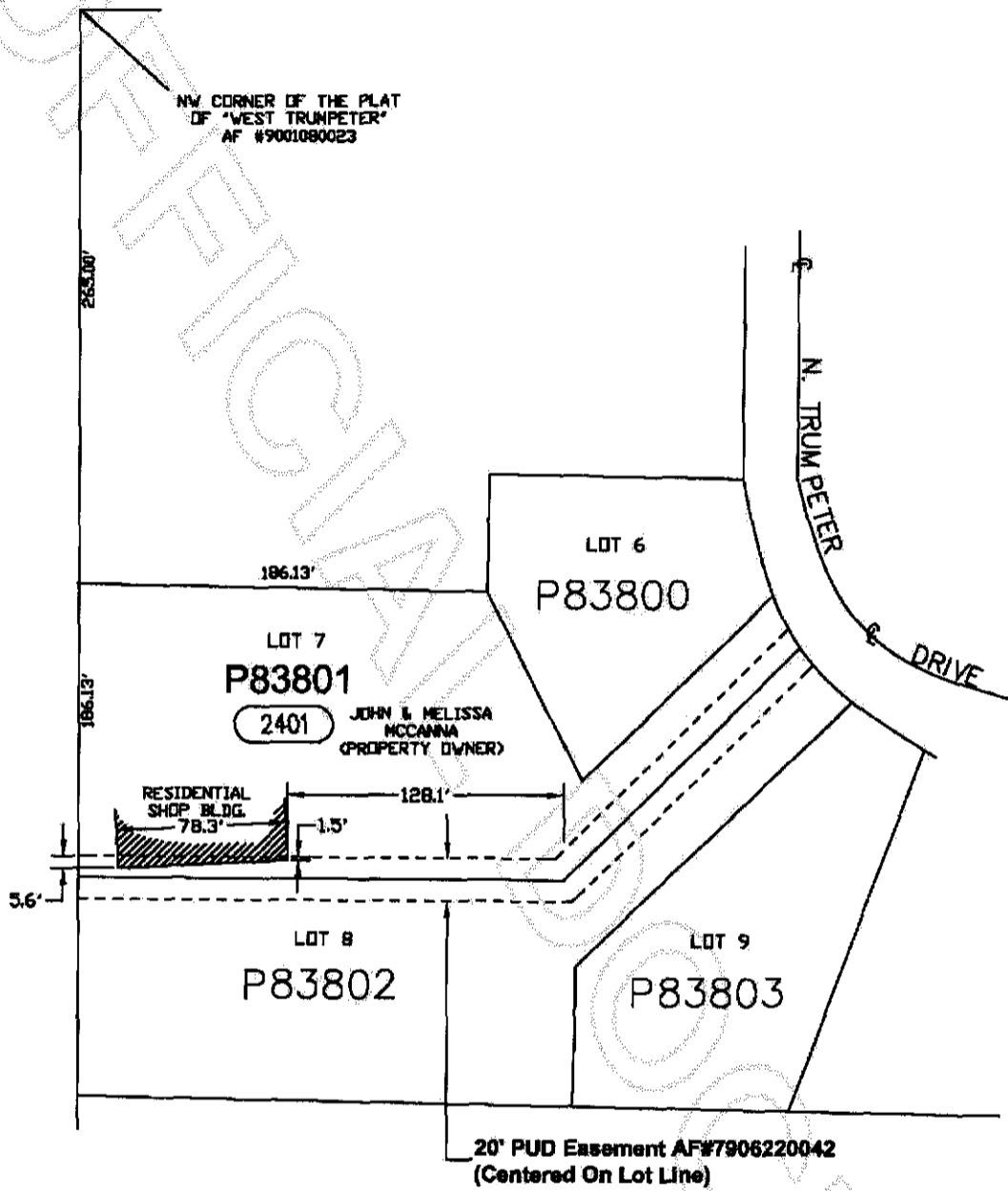


PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY:


David L. Johnson, P.E., General Manager

7/9/09
Date

UNOFFICIAL SUBMIT



ATTACHMENT "A"

