



200907290064

Skagit County Auditor

7/29/2009 Page 1 of 4 10:02AM

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 21<sup>st</sup> day of July, 2009, between **PORT OF SKAGIT COUNTY**, 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, sewer 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, sewer 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:

**P120180, P120182, P115584, P115585, & P115696** in Section 34, Township 35N, Range 3E, W.M.  
Easement Legal Description - See Attached Exhibit "A"  
Easement Map - See Attached Exhibit "B"

together with 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.

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.

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.

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.

*Easement*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 29 2009

Amount Paid *\$0*  
Skagit Co. Treasurer  
By *mm* Deputy

Page 1 of 4

C.O. # 2505  
W.O. # -

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 21<sup>st</sup> day of July, 2009.

By their signatures below, the parties acknowledge that they have read and fully understand the terms of this Easement Deed.

**PORT OF SKAGIT COUNTY**

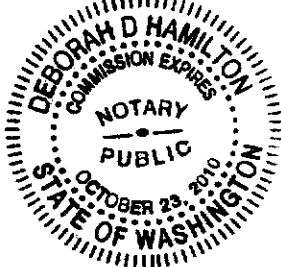
BY: Glenn Allen, Jr.  
Glenn Allen, Jr.  
Commission President

BY: Jerry Kaufman  
Jerry Kaufman  
Commission Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **Glenn Allen, Jr. and Jerry Kaufman** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the **Commission President and Commission Secretary**, respectively, of **PORT OF SKAGIT COUNTY** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 7-21-09



Deborah D. Hamilton

Notary Public in and for the state of Washington,  
residing at Burlington WA  
My commission expires: 10-23-10

Printed Name: Deborah D. Hamilton



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Skagit County Auditor

7/29/2009 Page 2 of 4 10:02AM

## EXHIBIT "A"

An 80.00 foot wide strip of land, being a part of Watertank Road and Higgins Airport Way as shown on Amended Skagit Regional Airport Binding Site Plan Phase 1, filed under Skagit County Auditor's file No. 200303040030, within a portion of the Southwest Quarter of Section 34, Township 35 North, Range 3 East, W.M., lying 40.00 feet each side of the following described centerline.

**BEGINNING** at the centerline intersection of Westar Lane and Watertank Road as shown on said Amended Skagit Regional Binding Site Plan, Phase 1; thence South  $0^{\circ}41'46''$  West along the centerline of said Watertank Road and its projection a distance of 1,775.37 feet to the intersection with the Southerly margin of said Higgins Airport Way and the terminus of said centerline description; the easterly and westerly margins of said 80.00 foot strip shall be lengthened or shortened to intersect with said southerly margin of said Higgins Airport Way.

**TOGETHER** with a 40.00 foot wide strip of land, being within Lot 75, Lot 77, and Airport Drive as shown on Amended Skagit Regional Airport Binding Site Plan, Phase 1, within the Southwest Quarter of Section 34, Township 35 North, Range 3 East W.M., lying 20.00 feet, as measured at right angles, each side of the following described centerline;

**BEGINNING** at the intersection of the Southerly margin of Higgins Airport Way and the projection of the centerline of Watertank Road as shown on said Amended Skagit Regional Airport Binding Site Plan, Phase 1; thence South  $0^{\circ}41'46''$  West a distance of 309.14 feet to the South line of said Section 34 and the **TERMINUS** of said centerline of said 40.00 foot strip; the easterly and westerly margins of said 40.00 foot strip shall be lengthened or shortened to intersect with said southerly margin of said Higgins Airport Way and the South line of said Section 34.

**Also TOGETHER** with a tract of land, being within parts of Lot 70, Tract "E", Lot 25 and Watertank Road as shown on said Amended Skagit Regional Airport Binding Site Plan, Phase 1, within a portion of the West half of Section 34, Township 35 North, Range 3 East W.M., being more particularly described as follows:

**BEGINNING** at the centerline intersection of the Steele Road and the Watertank Road as shown on said Amended Skagit Regional Airport Binding Site Plan, Phase 1; thence North  $0^{\circ}35'35''$  East, a distance of 143.56 feet; thence South  $88^{\circ}44'25''$  East a distance of 132.64 feet; thence South  $0^{\circ}35'35''$  West, a distance of 143.45 feet; thence North  $88^{\circ}47'07''$  West, a distance of 132.39 feet to the **POINT of BEGINNING**.

Situate in the County of Skagit, State of Washington



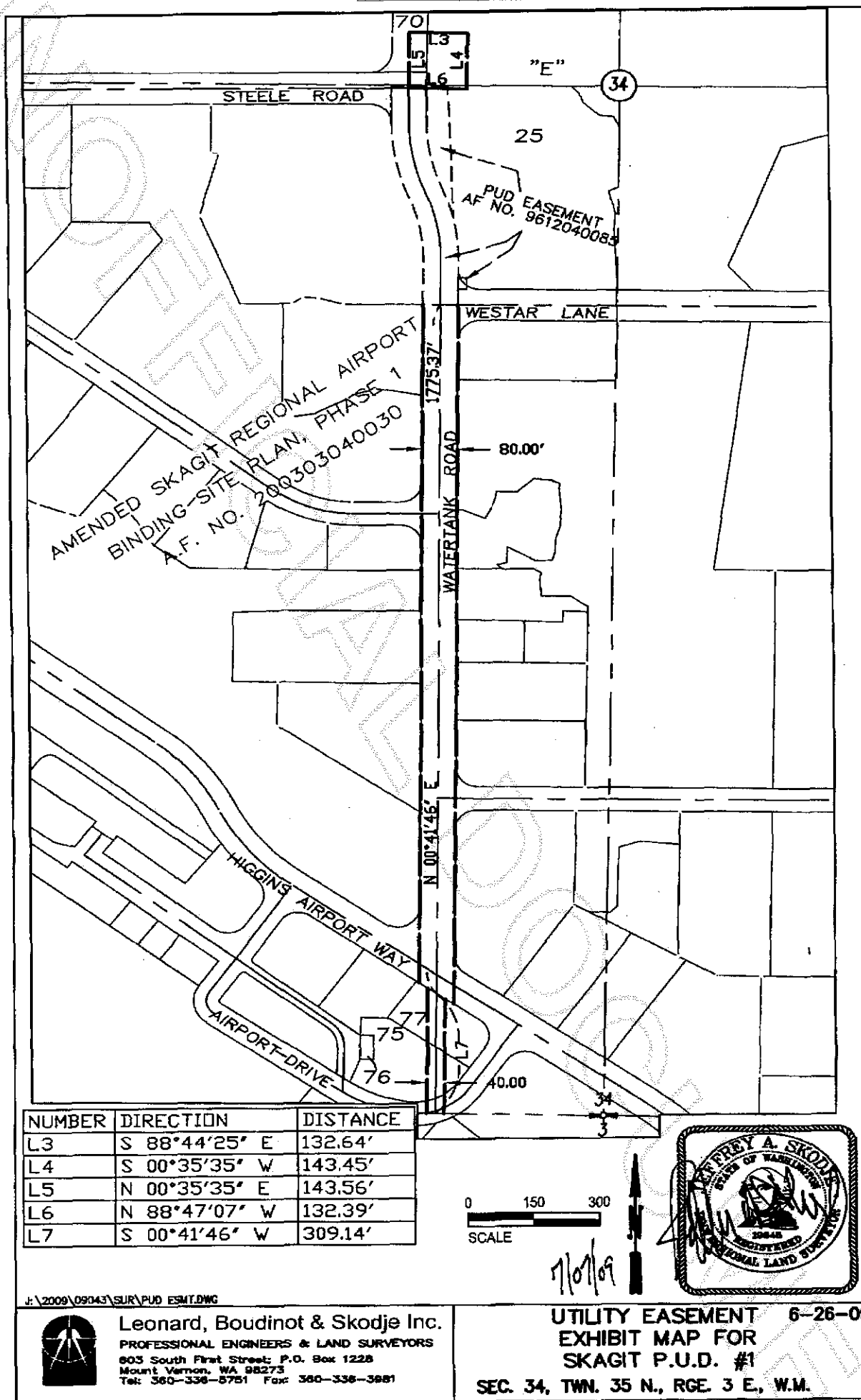
200907290064  
Skagit County Auditor

7/29/2009 Page

3 of

4 10:02AM

# EXHIBIT "B"



200907290064  
Skagit County Auditor

7/29/2009 Page 4 of 4 4 10:02AM