

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



201004090073
Skagit County Auditor

4/9/2010 Page 1 of 3 3:03PM

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 24 day of March, 2010, between **KYLE GLENN PETERSON & KIMBERLY ANN PETERSON**, 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:

P16151 - EXHIBIT "A" (EASEMENT MAP)

An easement over, under, and through portions of those certain sixty-foot (60') wide non-exclusive easements for access and utilities shown on the face of Short Plat No. 96-006 recorded in Volume 13 of Short Plats at page 122 and 123, records of Skagit County, Washington lying within Lot 1 of said Short Plat.

Situate in Skagit County, Washington.

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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 24TH day of MARCH, 2010.

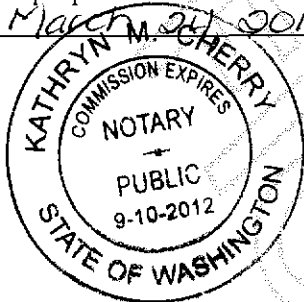
Kyle Peterson
KYLE GLENN PETERSON

Kimberly Ann Peterson
KIMBERLY ANN PETERSON

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **KYLE GLENN PETERSON** 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 to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: March 24, 2010



Kathryn Cherry
Notary Public in and for the State of Washington
My appointment expires: 09-10-2012

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

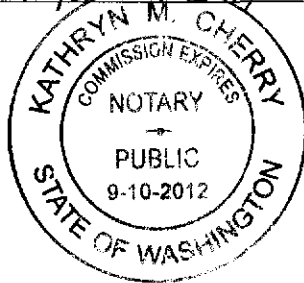
APR 09 2010

STATE OF Washington
COUNTY OF Skagit

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

I certify that I know or have satisfactory evidence that **KIMBERLY ANN PETERSON** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: March 24, 2010



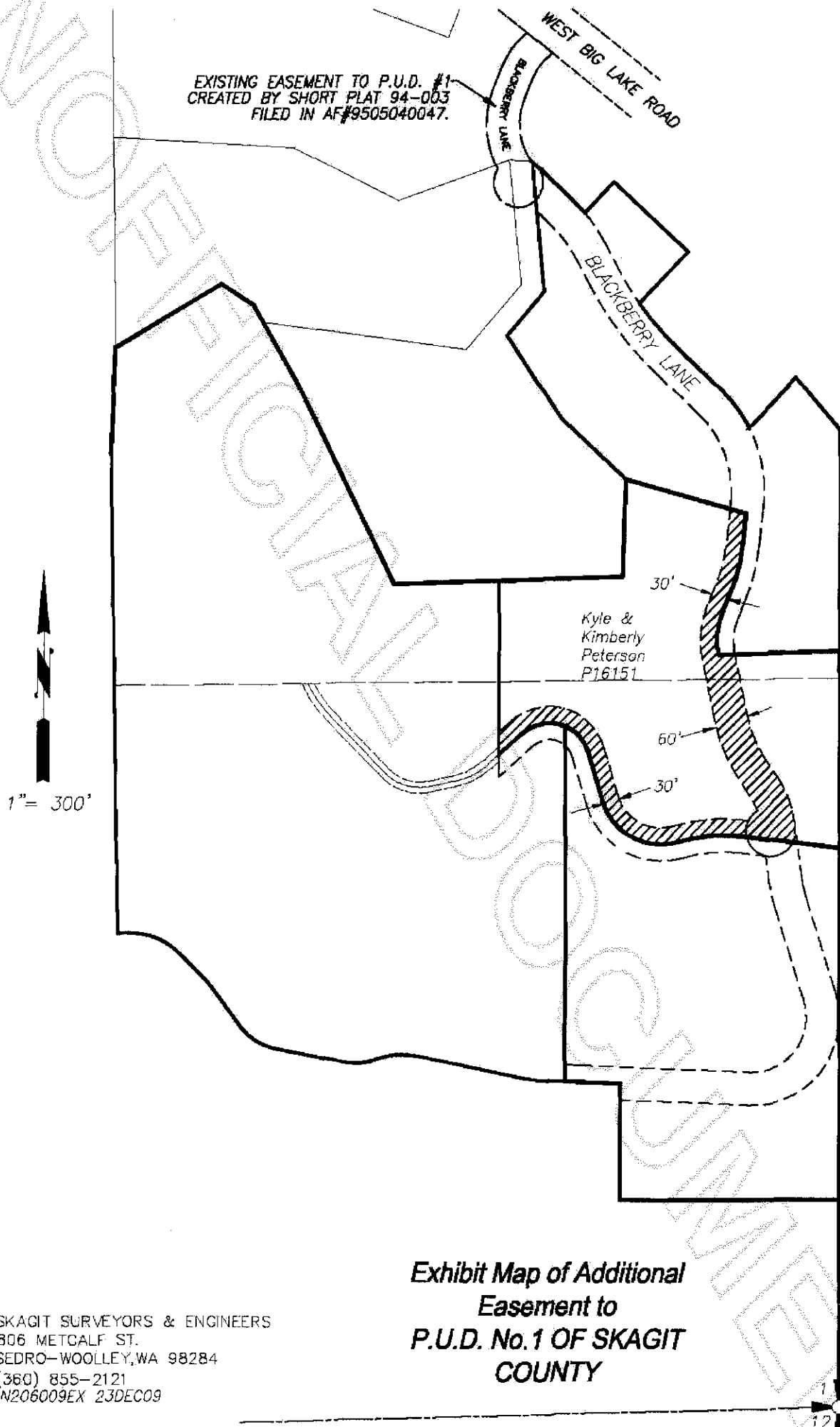
Kathryn Cherry
Notary Public in and for the State of Washington
My appointment expires: 09-10-2012



201004090073

Skagit County Auditor

EXHIBIT "A"
NTS



201004090073

Skagit County Auditor