



201004090074

Skagit County Auditor

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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 21st day of MARCH, 2010, between **ROBERT TOTH & NANCY TOTH**, 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:

P106623 – EXHIBIT "A" (EASEMENT MAP)

An easement over, under and through that portion of an existing sixty-foot (60') wide access and utility easement lying beyond the limits of Tract A and within Lot 4 all as shown on Skagit County Short Plat No. 94-003 filed in Volume 11 of Short Plats at pages 198 and 199, records of Skagit County, Washington. Said easement centerline is described as:

Commencing at the southwest corner of Lot 76 of the plat of First Addition to Big Lake Waterfront Tracts filed in Volume 4 of Plats at Page 15, records of Skagit County; thence N 45°17'10"W along the southwesterly line of said plat, a distance of 488.68 feet to the southeast corner of Lot 72 of said plat; thence N 44°42'50"E along the east line of said Lot 72, a distance of 88.51 feet to the southwesterly margin of West Big Lake Boulevard; thence S 49°21'30"E along said southwesterly margin a distance of 32.00 feet to the initial point of this centerline description; thence southwesterly on a curve to the left, the center of which bears S 36°38'45"E, having a radius of 131.15 feet, an arc distance of 69.02 feet; thence S 23°12'00"W, a distance of 41.62 feet to the point of curvature of a curve to the left having a radius of 143.94 feet; thence along said curve through a central angle of 69°34'42", and an arc distance of 174.80 feet; thence S 46°22'42"E, a distance of 72.34 feet to the point of curvature of a curve to the right having a radius of 274.23 feet; thence along said curve through a central angle of 20°39'59", and an arc distance of 98.91 feet; thence S 25°42'43"E, a distance of 47.99 feet to the point of curvature of a curve to the left having a radius of 584.60 feet; thence along said curve through a central angle of 19°24'49", and an arc distance of 198.08 feet; thence S 45°07'32"E, a distance of 102.57 feet; to the point of curvature of a curve to the right having a radius of 224.47 feet; thence along said curve through a central angle of 52°12'51" and an arc distance of 204.56 feet; thence S 07°05'19"W, a distance of 73.89 feet to the point of curvature of a curve to the right having a radius of 322.46 feet; thence along said curve through a central angle of 17°37'40" and an arc distance of 99.21 feet; thence S 24°42'59"W, a distance of 32.69 feet to the point of curvature of a curve to the left having a radius of 127.15 feet; thence along said curve through a central angle of 34°34'00", and an arc distance of 76.71 feet to the terminal point of this centerline description.

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.

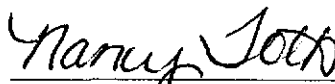
The Grantors also agree to and with the District that the Grantors lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantors will forever warrant and 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(s) hereunto sets his hand and seal this 21st day of MARCH, 2010.



ROBERT TOTH

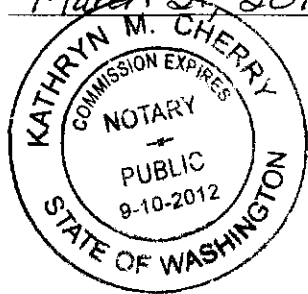


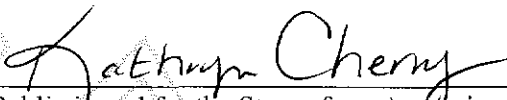
NANCY TOTH

STATE OF Washington
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **ROBERT TOTH** 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 21, 2010




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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

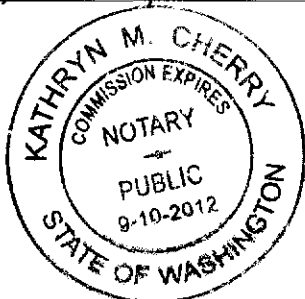
APR 09 2010

Amount Paid \$
Skagit Co. Treasurer
By WF Deputy

STATE OF Washington
COUNTY OF Skagit

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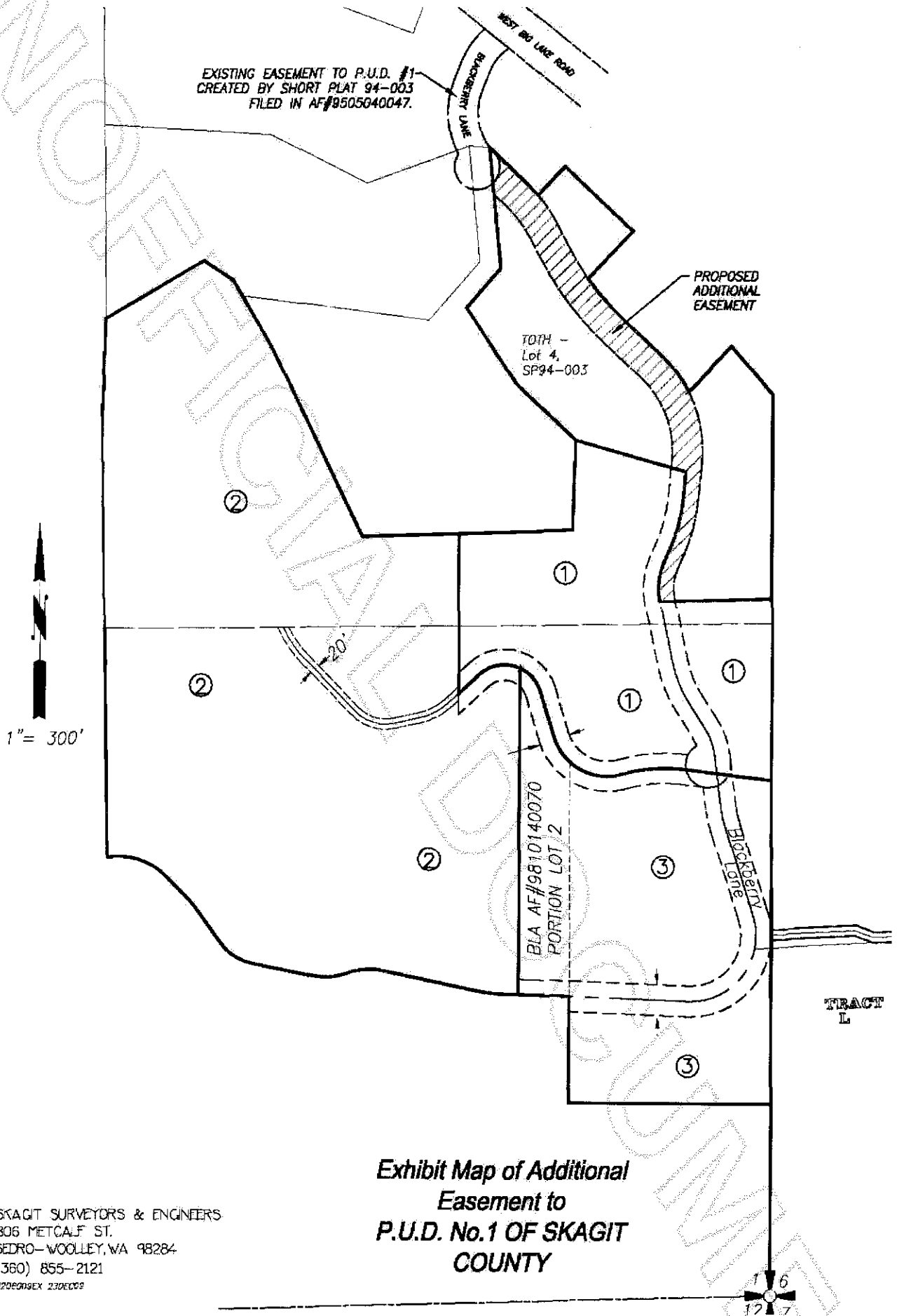



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EXHIBIT "A"
NTS



SKAGIT SURVEYORS & ENGINEERS
806 METCALF ST.
SEDRO-WOOLLEY, WA 98284
(360) 855-2121
JH200909EX 230E003



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