



200201290028

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 28th day of January, 2002, between VENTURE PROPERTIES, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, Grantors, 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:

P28551

A portion of Mount Vernon Short Plat MV-2-00, described as follows:

- Beginning at the southwest corner of said Short Plat;
- Thence N 02°21'58"E, along the west line of said Short Plat a distance of 338.66 feet;
- Thence S 87°49'50"E a distance of 25.00 feet to the true point of beginning;
- Thence continue S 87°49'50"E a distance of 123.42 feet;
- Thence S 88°33'49"W a distance of 123.69 feet;
- Thence N 02°21'58"E a distance of 7.78 feet to the true point of beginning.

Situate in Skagit County, Washington.

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 hereunto sets his hand and seal this 28th day of Jan., 2002.

John M. Hocking
John Hocking, Partner
VENTURE PROPERTIES

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **John Hocking** 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 **Partner** of **VENTURE PROPERTIES** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 1-28-02



Mary A. Thorene
Notary Public in and for the State of Washington
My appointment expires: 10-1-02

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 29 2002

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



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