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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 8 day of MAY, 2003, between **BUCHANAN AVENUE LLC**, 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, 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:

**P62213 & P118432**

That portion of lots 3 and 12, Block 5, "Bingham Acreage", as per plat recorded in Volume 4 of plats, page 24, records of Skagit County, Washington, as described in the following:

A strip of land 50 feet in width lying 25 feet on either side of the following described center line:

Beginning at the Northeast corner of Lot 9, Block 5, "BINGHAM ACREAGE", as per plat recorded in Volume 4 of Plats, page 24, records of Skagit County, Washington;  
thence North 88°55'59" West, along the North line thereof, a distance of 319.28 feet to the Northwest corner of said Lot 9, said point also being the beginning of a curve to the right with a radius of 250.00 feet;

thence Northwesterly, along the arc of said curve, through a central angle of 41°57'49", an arc length of 174.38 feet to the North east corner of Lot 11, Block 5, of said "BINGHAM ACREAGE", and the TERMINUS of this line description.

TOGETHER WITH those portions of Lots 4, 5, 11 and 12 of said Block 5, which lie within the arc of a circle whose radius is 60 feet, the center of said circle being the above-described point of terminus. EXCEPTING THEREFROM any portion lying within the easement first above described.

Situate in the County of Skagit, State of Washington.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
Paid

MAY 09 2003

Amount Paid \$  
Skagit County Treasurer  
By: *[Signature]* Deputy

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.

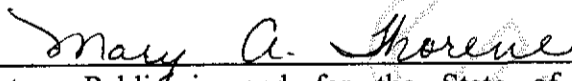
In Witness Whereof, the Grantor hereunto sets his hand and seal this 8 day of MAY, 2003.

  
\_\_\_\_\_  
**BILL RIMMER, MANAGER**  
**BUCHANAN AVENUE LLC**

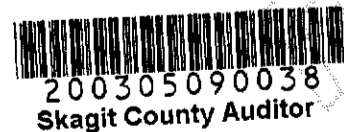
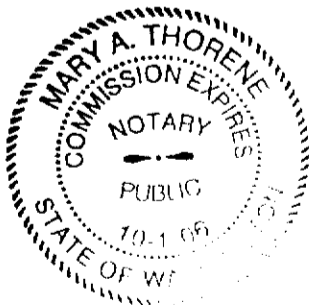
STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **BILL RIMMER** 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 **MANAGER** of **BUCHANAN AVENUE LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: May 8, 2003

  
\_\_\_\_\_  
Notary Public in and for the State of Washington

My appointment expires: 10-01-06



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