

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



200404220052
Skagit County Auditor

4/22/2004 Page 1 of 2 9:48AM

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APR 20 2004

P.U.D. No. 1 Eng Dept

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 15th day of April, 2004, between GARY McCORMICK HOMES, INC., 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: P72200 & P72201

A non-exclusive mutually beneficial easement for ingress, egress and utilities (and the maintenance thereof) over, under and across portions of Lots 8, 9 and 10, Block 135, "First Addition to Burlington, Skagit Co., Washington", as per Plat recorded in Volume 3 of Plats, page 11, records of Skagit County being more particularly described as follows:

Commencing at the Southwest corner of said Lot 10; thence North 0°33'28" East along the West line of said Lots 9 and 10 for a distance of 110.00 feet to the TRUE POINT OF BEGINNING; thence South 89°40'34" East parallel with the South line of said Lot 10 for a distance of 180.64 feet; thence South 29°41'43" East, 56.91 feet; thence North 60°18'17" East, 35.00 feet; thence North 29°41'43" West, 2.04 feet; thence South 89°40'34" East, 71.12 feet; thence North 00°33'28" East, 30.00 feet; thence North 89°40'34" West, 88.58 feet; thence North 29°41'43" West, 16.76 feet; thence North 30°20'31" East, 57.03 feet; thence South 89°39'47" East, 58.58 feet; thence North 00°31'01" East, 30.00 feet; thence North 89°39'47" West, 99.84 feet, more or less, to a point on the West line of the East 1/2 of said Lot 8, Block 135, "First Addition to Burlington, Skagit Co., Washington"; thence South 00°31'50" West along said West line or West line projected for a distance of 29.46 feet; thence South 30°20'31" West, 24.77 feet to a point of curvature; thence along the arc of said curve to the right, concave to the Northwest, having a radius of 26.00 feet, through a central angle of 59°58'55", for an arc distance of 27.22 feet to a point of tangency; thence North 89°40'34" West for a distance of 152.29 feet; thence North 59°40'36" West for a distance of 14.55 feet, more or less, to the West line of said Lot 9 at a point bearing North 0°33'28" East from the TRUE POINT OF BEGINNING; thence South 0°33'28" West along said West line for a distance of 37.27 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Burlington, County of Skagit, State of Washington.

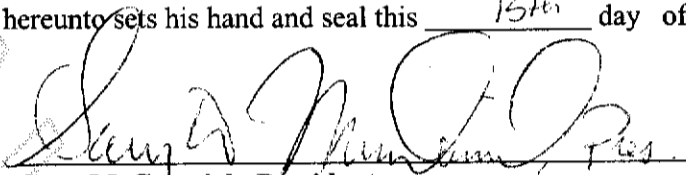
together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to 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.

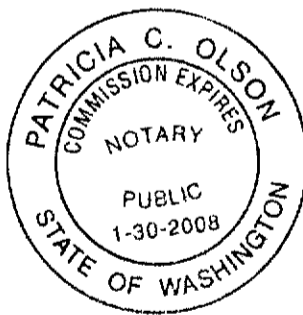
In Witness Whereof, the Grantor hereunto sets his hand and seal this 15th day of April, 2004.

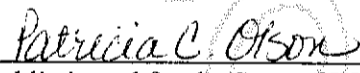

Gary McCormick, President
GARY McCORMICK HOMES, INC.

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Gary McCormick 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 President of GARY McCORMICK HOMES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 4-15-04




Notary Public in and for the State of Washington
My appointment expires: 1-30-08


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APR 20 2004

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 22 2004

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



200404220052
Skagit County Auditor

C.O. 4326
W.O. 03-2979