



200409010033
Skagit County Auditor

9/1/2004 Page 1 of 2 9:27AM

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

RECEIVED

AUG 24 2004

P.U.D. No. 1 Eng Dept

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 3 day of August, 2004, between **TOM AND KATHY BAILEY, husband and wife**, 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:

P66241

A strip of land over and across Lot 8 of Kallstrom's View Moor Plat, recorded on October 3, 1960 in Volume 8 of Plats, at Page 8, records of Skagit County, Washington, in the Southwest Quarter of Section 4, Township 33 North, Range 3 East, W.M., lying 10 feet on each side of the following described centerline:

Commencing at the intersection of View Moor Drive and Sunrise Street in said Plat; thence North 88 degrees 33'00" East along the centerline of View Moor Drive a distance of 15.00 feet; thence South 0 degrees 10'00" East parallel to the centerline of Sunrise Street a distance of 30.00 feet to the Southerly right of way margin of View Moor Drive, being the TRUE POINT OF BEGINNING; thence South 0 degrees 10'00" East parallel to the centerline of said Sunrise Street, a distance of 124.82 feet, more or less, to the intersection of the South line of said Lot 8, if extended westerly from the Southwest corner of Lot 8.

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 3 day of August, 2004.
[Signature]
TOM BAILEY
[Signature]
KATHY BAILEY

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **TOM BAILEY** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

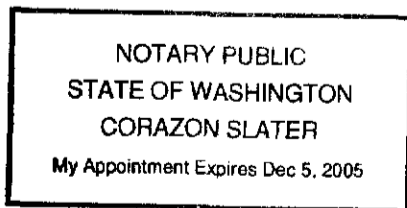
Date: 8-3-04
[Signature]
Notary Public in and for the State of Washington
My appointment expires: 5-27-2007



STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **KATHY BAILEY** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 8/5/04
[Signature]
Notary Public in and for the State of Washington
My appointment expires: DEC 5, 2005



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C.O. 4242
W.O. 02-2881