



200505090074
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

UTILITY EASEMENT

THIS AGREEMENT is made this 3RD day of May, 2005, between RUTH A. ANTHONY and PAUL D. ANTHONY, mother and son, hereinafter referred to as "Grantor(s)", and PUGET SOUND ENERGY and VERIZON, local utility providers hereinafter referred to as "Grantee". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the Grantee wishes to acquire certain rights and privileges along, within, above, 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 Grantee, its successors or assigns, the perpetual right, privilege, and authority enabling the Grantee to do all things necessary or proper to lay, construct, renew, operate, maintain, and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the property or other properties over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P45214

That portion of Government Lot 4, Section 13, Township 35 North, Range 10 East, W.M., described as follows;

Beginning at intersection of Northerly line of State Highway No. 20 and Easterly line of Indian Road; Thence along Easterly line of Indian Road 217 feet, more or less, to the North line of said Lot 4; Thence East along the North line of said Lot 4, a distance of 130 feet; Thence Southeasterly to a point on the Northerly line of State Highway No 20, which is 115 feet Northeasterly of the point of beginning; Thence Southwesterly along the Northerly line of said State Highway No 20, a distance of 115 feet to the point of beginning.

The easement is more particularly described as;

The westerly 100 feet of the southerly 7.5 feet of the above described property.

together with the right of ingress to and egress from said lands of the Grantor(s) with the understanding that any grantee shall be responsible for all unnecessary damage it caused to any real property owner by the exercise of rights and privileges herein granted; 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 Grantee, 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 Grantee.

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 Grantee. 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 Grantee use of the easement.

The Grantor(s) also agree they 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.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 3rd day of May, 2005.

Ruth A. Anthony
RUTH A. ANTHONY

Paul D. Anthony
PAUL D. ANTHONY

R.A. Paul Anthony

STATE OF WASHINGTON
COUNTY OF SKAGIT

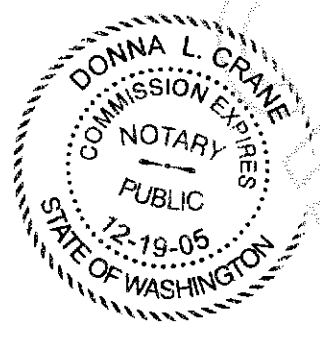
Paul D. Anthony POA for

I certify that I know or have satisfactory evidence that **RUTH A. ANTHONY** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 5/3/05

Donna L. Crane

Notary Public in and for the State of Washington
My appointment expires: 12/19/05



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 09 2005
Amount Paid \$
By [Signature] Skagit Co. Treasurer Deputy

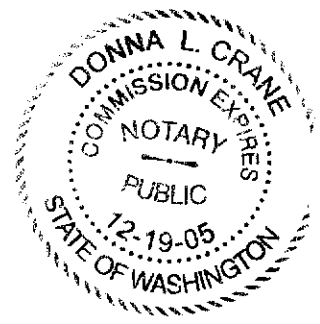
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **PAUL D. ANTHONY** 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: 5/3/05

Donna L. Crane

Notary Public in and for the State of Washington
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