



200505120005
Skagit County Auditor

5/12/2005 Page 1 of 2 9:33AM

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 11th day of May, 2005, between **Randall L. and Vicki J. Hawkinson, 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 service 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:

P73033

Vacated Blocks 22 and 23, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," AS PER PLAT RECORDED IN Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

TOGETHER WITH such portion of the vacated streets and alleys adjoining and in such Blocks which upon vacation reverted to said premises by operation of law. (Not including any portion of Tenth Street or Highland Avenue) situate in the County of Skagit, State of Washington.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over and across the East 1/2 of Highland Avenue, as granted in Skagit County Superior Court Cause No. 99-2-00314-7 on October 21, 1999.

Situate in the County of Skagit, State of Washington.

An easement varying in width from 15 feet to 20 feet across the above property the description of which is described as follows:

Beginning at the Southwest corner of the Southeast Quarter(SE1/4) of the Northeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.; Thence N 00 degrees 15' 49" East, along the West line of said Southeast Quarter of the Northeast Quarter a Distance of 389.17 feet to the Southwest corner of the existing Public Utility District parcel A; Thence N 00 degrees 15' 49" East a distance of 55.78 feet to Point A and the **True Point of Beginning**; Thence N 90 degrees 00' 00" W, a distance of 20.00 feet; Thence N 00 degrees 15' 49" E, a distance of 105.00 feet; Thence S 90 degrees 00' 00" E, a distance of 5.00 feet; Thence N 00 degrees 15' 49" E, a distance of 60.00 feet; Thence N 90 degrees 00' 00" W, a distance of 5.00 feet; Thence N 00 degrees 15' 49" E, a distance of 46.60 feet; Thence S 89 degrees 44' 11" E, a distance of 20.00 feet; Thence S 00 degrees 15' 49" W, a distance of 211.51 feet; to **True Point of Beginning** and the end of this description.

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.

In addition, the Grantor(s) and their heirs, successors, or assigns, do hereby conveys and grants **temporary** construction and access on, over and through the above-described easement to Indian Health Services and their contractor for the duration of the construction of the water pipeline and for one year after District acceptance of said water pipeline to allow for any maintenance work on said water pipeline.

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 9th day of May, 2005



RANDALL L. HAWKINSON

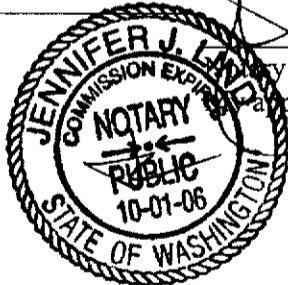


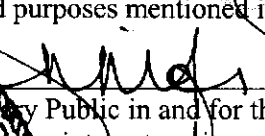
VICKI J. HAWKINSON

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **RANDALL L. HAWKINSON** 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: 5.9.05

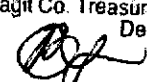




Notary Public in and for the State of Washington
My appointment expires: 10-01-06

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

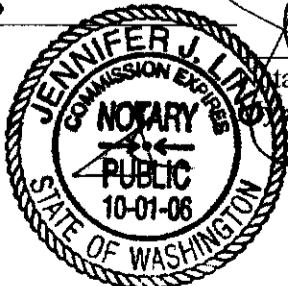
MAY 12 2005

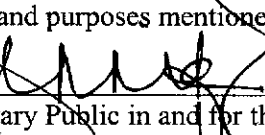
Amount Paid \$
Skagit Co. Treasurer
By  Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **VICKI J. HAWKINSON** 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: 5.9.05





Notary Public in and for the State of Washington
My appointment expires: 10-01-06



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