

POOR ORIGINAL



200604180087

Skagit County Auditor

4/18/2006 Page

1 of

7 12:38PM

COVER SHEET

RETURN TO:

**Public Utility District No. 1 of Skagit County
Post Office Box 1436, 1415 Freeway Drive
Mount Vernon, WA 98273**

PUD UTILITY EASEMENT

**GRANTORS: John R. Yearsley, Julie Yearsley Hungar,
Allan L. Leonard III and Lynn Yearsley Leonard**

**GRANTEE: Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Post Office Box 1436
Mount Vernon WA 98273**

**DESCRIPTION: P35006, P35007, P35008, P35024
Section 30, Township 35 North, Range 3 East,**

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 7 day of April, 2006, between JOHN R. YEARSLEY, JULIE YEARSLEY HUNGAR, ALLAN L. LEONARD III & LYNN YEARSLEY LEONARD, hereinafter referred to as "Grantors", and PUBLIC UTILITY Grantee NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "Grantee". Witnesseth:

ORIGINAL

WHEREAS, Grantors 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, 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, convey and grant to the Grantee, its successors or assigns, the perpetual right, privilege, and authority enabling the Grantee to do all things necessary or proper in the construction and maintenance of a water lines, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time said line or lines or related facilities, along with necessary appurtenances over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P35006, P35007, P35008, P35024

An easement for a waterline 20 feet in width, lying 10 feet on each side of the following described centerline:

Commencing at the North Quarter corner of Section 30, Township 35 North, Range 3 East, W.M.; thence south 0 Degrees 59'52" East along the North-South centerline of said Section 30, a distance of 840.53 feet; thence North 89 Degrees 58'39" West parallel and 840.40 feet South of the North line of the Northwest Quarter of said Section 30, a distance of 1151.02 feet to the beginning of said centerline description; thence South 0 Degrees 09'36" West a distance of 31.87 feet to the beginning of a curve to the right having a radius point bearing south 89 Degrees 50'24" West at a distance of 641.00 feet; thence southerly along said curve an arc distance of 58.18 feet through a central angle of 5 Degrees 12'07" to the South line of the North 930.40 feet of said Section 30 being the terminus of said centerline description.

The sidelines of said 20-foot easement are shortened or extended to intersect with the said property boundary.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantors, also the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantors which constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantors agree 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.



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Grantors, their heirs, successors, or assigns hereby convey and agree 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 Grantee. Grantors shall conduct their activities and all other activities on Grantors' 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's use of the easement.

The Grantors also agree to, and with the Grantee, that the Grantors lawfully own the land aforesaid, have 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 exempt as indicated below, 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.

Grantee agrees to repair and/or replace any landscape, road bed or existing water supply damaged during construction or maintenance of the waterline.

Grantee acknowledges and agrees to take subject to the claims of ownership raised by Roger Pederson.

Grantee hereby releases and waives any claim Grantee may have against Grantors, now or that may arise in the future, that is based upon ownership claim by Mr. Pederson.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the Grantee; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantors hereunto set their hand and seal this 17 day of April, 2006.

[Signature]
John R. Yearsley

[Signature]
Julie Yearsley Hungar

Allan L. Leonard III
Trustee for Leonard Family Trust

Lyn Yearsley Leonard
Trustee for Leonard Family Trust

Easement
SKAGIT COUNTY WASHINGTON
Real Estate License Tax

APR 18 2006

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Amount Paid to
Skagit County Treasurer
By: *Marn* Deputy

CITY 4205
W.D. 32-5844



200604180087
Skagit County Auditor

ORIGINAL

UNRECORDED DOCUMENT

ORIGINAL

Grantors, their heirs, successors, or assigns hereby convey and agree 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 Grantee. Grantors shall conduct their activities and all other activities on Grantors' 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's use of the easement.

The Grantors also agree to, and with the Grantee, that the Grantors lawfully own the land aforesaid, have 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 exempt as indicated below, 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.

Grantee agrees to repair and/or replace any landscape, road bed or existing water supply damaged during construction or maintenance of the waterline.

Grantee acknowledges and agrees to take subject to the claims of ownership raised by Roger Pederson.

Grantee hereby releases and waives any claim Grantee may have against Grantors, now or that may arise in the future, that is based upon ownership claim by Mr. Pederson.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the Grantee; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantors hereunto set their hand and seal this 4 day of April, 2006.

John R. Yearsley
John R. Yearsley

Julie Yearsley Hungar
Julie Yearsley Hungar

Allan L. Leonard III
Allan L. Leonard III
Trustee for Leonard Family Trust

Lynn Yearsley Leonard
Lynn Yearsley Leonard
Trustee for Leonard Family Trust



STATE OF WASHINGTON)

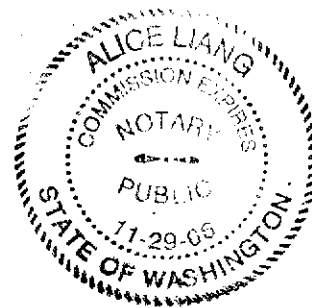
COUNTY OF SKAGIT)
King

I certify that I know or have satisfactory evidence that JOHN R. YEARSLEY 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: 4.15.06

Alice Liang

Notary Public in and for the State of Washington
My appointment expires: 11.29.06



STATE OF WASHINGTON)

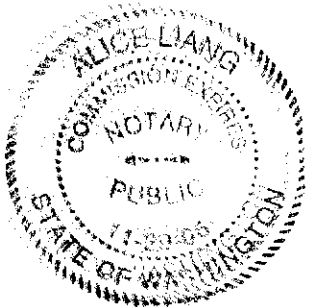
COUNTY OF SKAGIT)
King

I certify that I know or have satisfactory evidence that JULIE HUNGAR-YEARSLEY 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: 4.15.06

Alice Liang

Notary Public in and for the State of Washington
My appointment expires: 11.29.06



STATE OF HAWAII)

COUNTY OF _____)
SS

I certify that I know or have satisfactory evidence that ALLAN L. LEONARD, III is the person who appeared before me, and said person acknowledged that he signed this instrument as Trustee for Leonard Family Trust and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: _____

Notary Public in and for the State of Hawaii
My appointment expires: _____



04/06 '06 11:31 NO.910 05/06

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

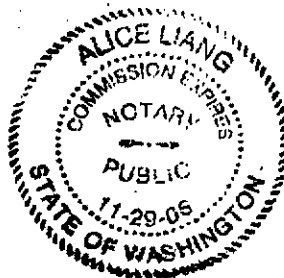
ORIGINAL

I certify that I know or have satisfactory evidence that JOHN R. YEARSLEY 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: 4.15.06

Alice Liang

Notary Public in and for the State of Washington
My appointment expires: 11.29.06



STATE OF WASHINGTON)

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JULIE HUNGAR-YEARSLEY 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: 4.15.06

Alice Liang

Notary Public in and for the State of Washington
My appointment expires: 11.29.06



STATE OF HAWAII)

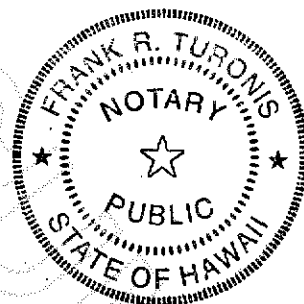
COUNTY OF KAUAI)

I certify that I know or have satisfactory evidence that ALLAN L. LEONARD, III is the person who appeared before me, and said person acknowledged that he signed this instrument as Trustee for Leonard Family Trust and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 4/7/06

Frank R. Turonis

Notary Public in and for the State of Hawaii
My appointment expires: 12/28/07



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CO. _____
V.O. _____



200604180087
Skagit County Auditor

STATE OF HAWAII) *my*
COUNTY OF Maui) KAUAI

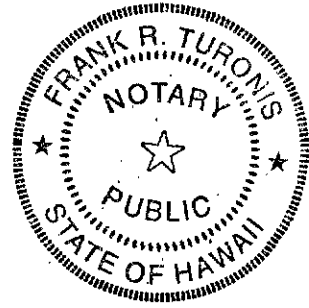
ORIGINAL

I certify that I know or have satisfactory evidence that LYNN YEARSLEY LEONARD is the person who appeared before me, and said person acknowledged that she signed this instrument as Trustee for Leonard Family Trust and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 4/2/06

Frank R. Turonis

Notary Public in and for the State of Hawaii
My appointment expires: 12/28/07



UNOFFICIAL DOCUMENT

CO. _____
W.U. _____



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Skagit County Auditor