



200606290126  
Skagit County Auditor

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**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

Re-recording of clean original document.  
Document previously recorded at AF No. 200604180087.

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 16 day of May, 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:

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.

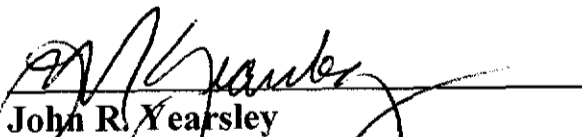
Grantee agrees to repair and/or replace any landscape, road bed or existing water supply damaged during construction or maintenance of the waterline.

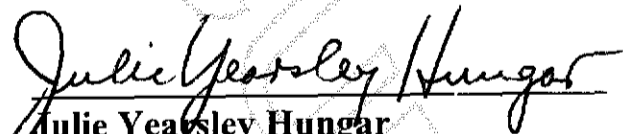
Grantee acknowledges and agrees to take subject to the claims of ownership raised by Roger Pederson.

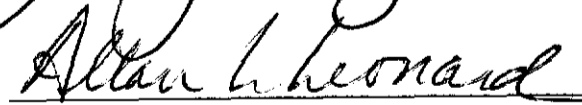
Grantee hereby releases and waives any claim Grantee may have against Grantors, now or that may arise in the future, that is based upon ownership claim by Mr. Pederson.

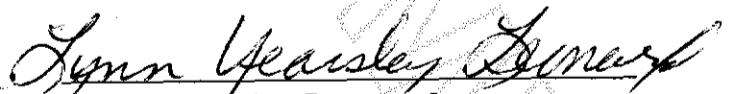
Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the Grantee; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantors hereunto set their hand and seal this 16 day of May, 2006.

  
John R. Yearsley

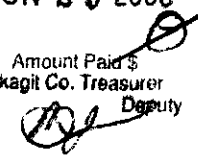
  
Julie Yearsley Hungar

  
Allan L. Leonard III  
Trustee for Leonard Family Trust

  
Lynn Yearsley Leonard  
Trustee for Leonard Family Trust

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 29 2006

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy

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Skagit County Auditor

STATE OF WASHINGTON)

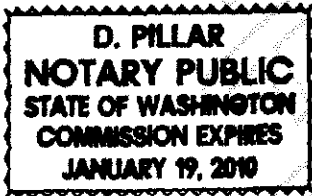
SS

COUNTY OF ~~SKAGIT~~ )

*KITSAP*

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: 4/20/06



*D. Pillar*

Notary Public in and for the State of Washington  
My appointment expires: 1-19-2010

STATE OF WASHINGTON )

SS

COUNTY OF ~~SKAGIT~~ )

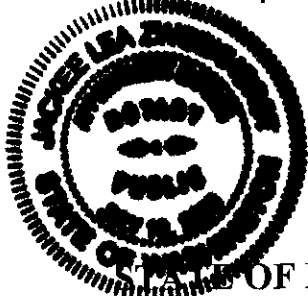
*King*

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: April 24, 2006

*Jackie Lee Zweekhorst*

Notary Public in and for the State of Washington  
My appointment expires: July 19, 2008



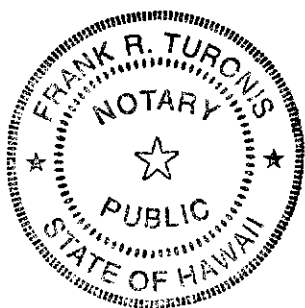
STATE OF HAWAII )

SS

COUNTY OF KAWAI )

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: 5-16-06



*Frank R. Turonis*

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



