



200807150062

Skagit County Auditor

7/15/2008 Page 1 of 3 1:30PM

**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 9<sup>th</sup> day of July, 2008, between **WHITE TRUST & SUCCESSORS**, 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 the payment of \$700.00 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:

**P38117**

**(See Easement Map Exhibit "A" – Attached)**

All that portion of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 30, Township 35 North, Range 4 East, W.M. lying northeasterly of State Route 11 also known as Chuckanut Drive.

The location of said easement over the above-described tract of land is more particularly described as follows:

A strip of land twenty (20) feet in width along the southwesterly side of the above described tract of land, of which is contiguous with State Route No. 11 also known as Chuckanut Drive.

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.

The District will compensate Grantor, and/or Grantor's designee, and/or tenant, for damages to crops, lawns, or other plantings and livestock on the lands covered by the easement by reason of the exercise of the rights contained in the easement.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 9<sup>th</sup> day of July, 2008.

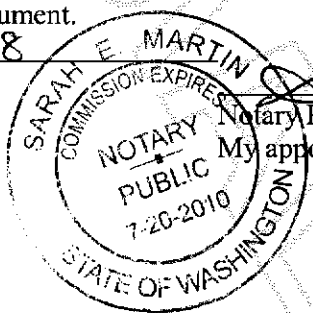
William N. White  
William N. White

Lois B. White  
Lois B. White

STATE OF Washington  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **William N. White** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as trustee of **WHITE TRUST & SUCCESSORS** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 07/09/08



Sarah E. Martin  
Notary Public in and for the State of Washington  
My appointment expires: 07/20/2010

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

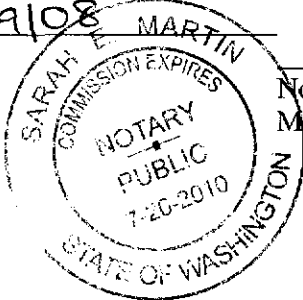
JUL 15 2008

Amount Paid \$ 0  
By mf Skagit Co. Treasurer Deputy

STATE OF Washington  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Lois B. White** 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 as trustee of **WHITE TRUST & SUCCESSORS** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

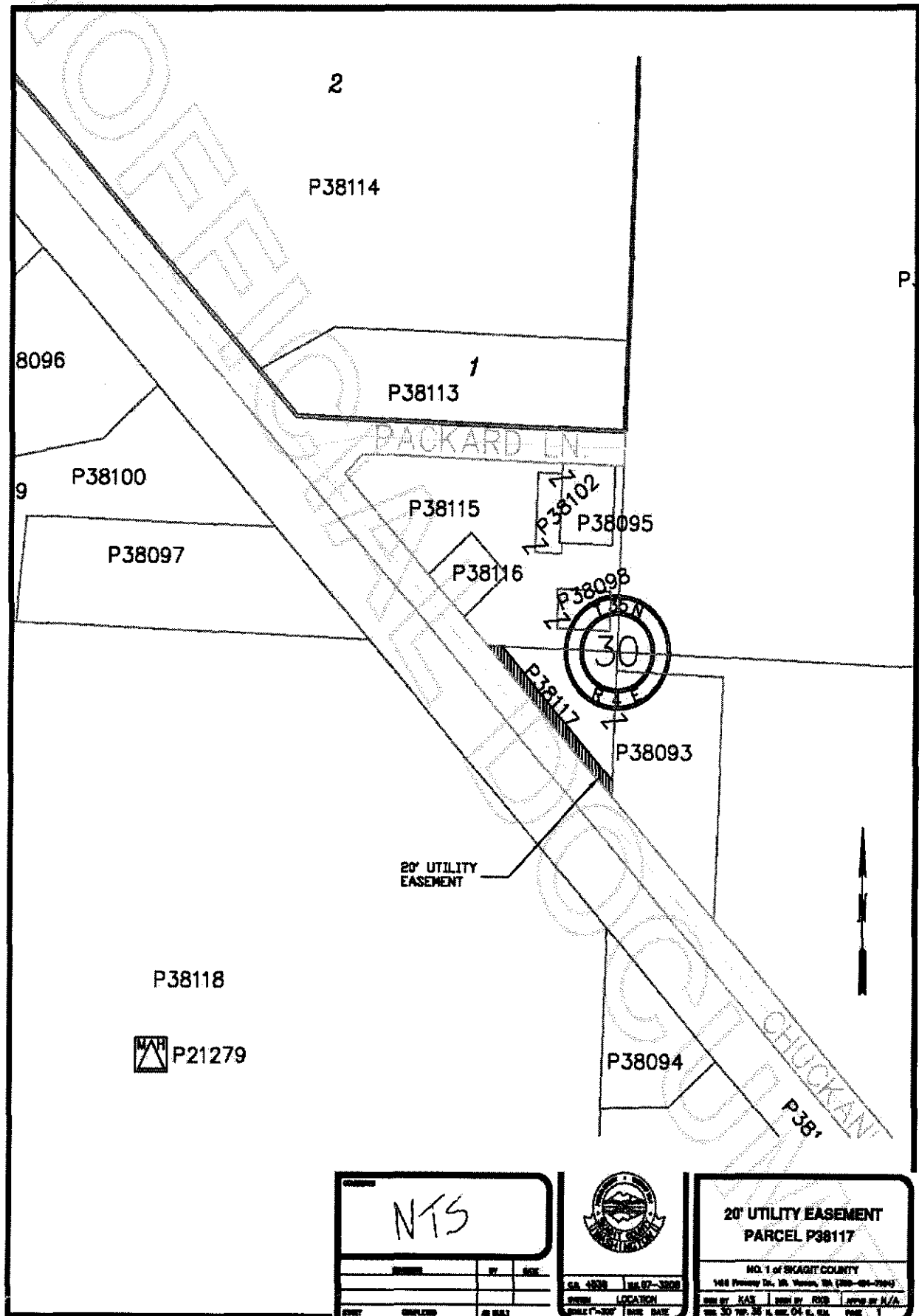
Date: 07/09/08



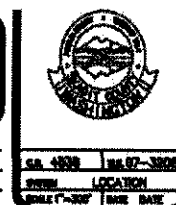
Sarah E. Martin  
Notary Public in and for the State of Washington  
My appointment expires: 07/20/2010



# EXHIBIT "A"



NTS		
DATE	BY	DATE



20' UTILITY EASEMENT PARCEL P38117			
NO. 1 of SKAGIT COUNTY			
1400 Property Dr., Mt. Vernon, WA (206) 484-2943			
DATE	BY	DATE	BY



200807150062  
Skagit County Auditor