



202310250048

10/25/2023 02:51 PM Pages: 1 of 128 Fees: \$534.00  
Skagit County Auditor

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

Foster Garvey P.C.  
1111 Third Avenue, Suite 3000  
Seattle, WA 98101  
Attention: Lee Marchisio

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Arena Thompson  
DATE 10.25.23

**MEMORANDUM OF OMNIBUS ASSIGNMENT AND ASSUMPTION OF  
EASEMENTS**

Assignor: PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY,  
WASHINGTON

Assignee: CITY OF ANACORTES, WASHINGTON

Abbreviated Legal  
Description:

Portions of Lots 4 and 5, 09-34N-02E W.M.; Portions of Lots 9 and 10,  
Block 1, Madrona View Addn. to Similk Beach; Portions of 03-34N-02E  
W.M.; Portions of 04-34N-02E W.M.; Portions of 08-34N-02E W.M.;  
Portions of 09-34N-02E W.M.; Portions of 17-34N-02E W.M.; Portions  
of 18-34N-02E W.M.; Portion of Lot 10, Block 219, Fidalgo City Plat;  
Portion of Lot 3, 05-34N-02E, W.M.; Portions of 32-35N-03E W.M.;  
Portions of Lots 14-26 of Plat of Fidalgo City – Skagit County and  
Territory of Washington.

Complete legal descriptions can be found in the documents attached as  
Exhibit A hereto.

Assessor's Tax  
Parcel No.:

P111120, P111121, P73221, P73122, P73235, P73309, P73306, P73352,  
P73340, P73268, P73267, P73349, P73308, P73320, P20180, P20250,  
P20249, P20021, P19986, P96104, P19989, P121424, P127403, P20574,  
P73333, P19840, P19806, P19808, P19868, P20201, P20135, P20136,  
P19744, P19760, P19749, P19700, P20196, P20184, P120706, P127580,  
P20207, P20189, P20194, P20202, P69305, P69306, P20185, P133853,  
P122093, P130019, P123331, P73122, P73120, P73178, P73179,  
P19834, P73033, P20168, P73563, P73555, P116659, P20486, P20445,  
P109904, P109906, P109905, P127104, P127105, P73060, P73119,  
P73180, P19926, P130497, P108548, P83709, P122201, P114783,  
P19895, P113959, P114345, P20187, P20145

FG: 101926589.4

**MEMORANDUM OF OMNIBUS ASSIGNMENT AND ASSUMPTION OF EASEMENTS**

This Memorandum of Omnibus Assignment and Assumption of Easements (“Memorandum”) is made and entered into by Public Utility District No. 1 of Skagit County, Washington (“Assignor”) and the City of Anacortes, Washington (“Assignee”).

Assignor assigns to Assignee Assignor’s rights, title, and interest in those certain easements described on the attached Exhibit A.

This memorandum is made upon all of the terms, covenants and conditions set forth in that certain unrecorded Fidalgo Island Water System Asset Transfer and Improvement Agreement last dated September 1, 2021 (the “Agreement”) and that related Omnibus Assignment and Assumption of Easements dated OCTOBER 25, 2023 (the “Assignment”).

Assignor and Assignee have entered into this Memorandum in order that third parties may have notice of the existence of the unrecorded Agreement and Assignment. This Memorandum is not intended to amend, modify or otherwise change the terms and conditions of the Assignment. Provisions in this Memorandum shall not be used in interpreting the provisions of the Assignment. In the event of a conflict between this Memorandum and the Assignment, the Assignment shall control.

This Memorandum is made OCTOBER 25, 2023.

ASSIGNOR: PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON

By: [Signature]  
Name: GEORGE SIDHU  
Its: GENERAL MANAGER

ASSIGNEE: CITY OF ANACORTES, WASHINGTON

By: [Signature]  
Name: Matt Miller  
Its: Mayor

[Acknowledgements follow]

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 25 day of October, 2023, before me personally appeared George Sidhu, to me known to be the General Manager of the Public Utility District No. 1 of Skagit County, Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shannon Patiño  
(Signature of Notary)

Shannon Patiño  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Skagit County  
My appointment expires 3/01/2026

[Assignees acknowledgement follows]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 25 day of October, 2023, before me personally appeared Matt Weber, to me known to be the Mayor of the City of Anacortes, Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jennifer G. Tottenham  
(Signature of Notary)

Jennifer G. Tottenham  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Anacortes, WA  
My appointment expires 9/28/24

Exhibit A

Legal Descriptions of Assigned Easements

[See attached]

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

ROSCOE T. TAYLOR and RUBY L. TAYLOR, husband and wife,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

Lots 9 and 10, block 1, "Madrona View Addition to Similk Beach", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in Volume 5 of plats, page 6.

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

The south 10 feet of lot 10, block 1, "Madrona View Addition to Similk Beach", as described above.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor s. have hereunto set their hand and seal this 4 day of September, 1956

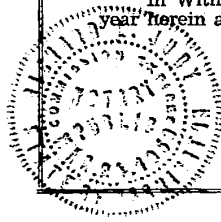
Roscoe T. Taylor
Ruby L. Taylor

STATE OF WASHINGTON } ss.
COUNTY OF SKAGIT

On this 4th day of September, 1956, personally appeared before me
ROSCOE T. TAYLOR AND RUBY L. TAYLOR

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



Richard J. ...
Notary Public in and for the State of
Washington, residing at Mount Vernon, Wash.
Washington.

11:02 a.m. Sept 27 1956
P.W.D. #1

DR. DANIELSON, Auditor
Mount Co., Washington

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,  
CHARLES M. WHITNEY and RUTH M. WHITNEY, HUSBAND AND WIFE

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract of land in government lot 4, section 9, township 34 north, range 2 east, W.M., described as follows:

Beginning at a point on the west line of the east 40 rods of said lot 4, 302.88 feet south of the northwest corner thereof; (which point is 2 1/2 feet south of the center line of existing power pole line); thence north 88°44' east parallel to the south side of the existing power pole line 330.0 feet to the true point of beginning; thence north 88°44' east parallel to the south side of the existing power pole line 93.0 feet; thence south 0°40' west parallel to the said west line of the east 40 rods, to the high tide line of Similk Bay; thence westerly along said high tide line to a point south 0°40' west of the true point of beginning; thence north 0°40' east to the true point of beginning.

ALSO tide lands of the second class lying in front of said tract.

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

The north 20 feet of the above described tract of land.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor s. have hereunto set their hand and seal this 5<sup>th</sup> day of September, 1956.

*Charles M. Whitney*

*Ruth M. Whitney*

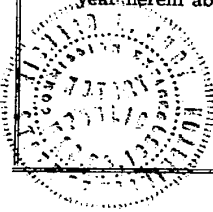
STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 5<sup>th</sup> day of September, 1956, personally appeared before me

CHARLES M. WHITNEY and RUTH M. WHITNEY

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



*Richard J. Jay*  
Notary Public in and for the State of

Washington, residing at Mount Vernon,  
Washington.

RECORDED AT  
11:02 a.m. Sept. 7, 1956  
P.U.P. #1

W. CARLSON, Auditor  
1907 Co., Washington

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

CHARLES H. McGOVERN and ALBERTINA M. McGOVERN, husband and wife

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract of land in government lot 4, section 9, township 34 north, range 2 east, W.M., described as follows:

Beginning at a point on the west line of the east 40 rods of said lot 4, 302.88 feet south of the northwest corner thereof (which point is 2 1/2 feet south of the center line of existing power pole line); thence north 88°44' east parallel to the south side of the existing power pole line 264.0 feet to the true point of beginning; thence north 88°44' east parallel to the south side of the existing power pole line 66.0 feet; thence south 0°40' west parallel to the said west line of the east 40 rods, to the high tide line of Similk Bay; thence westerly along said high tide line to a point south 0°40' west of the true point of beginning; thence north 0°40' east to the true point of beginning.

ALSO tide lands of the second class lying in front of said tract.

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

The north 20 feet of the above described tract of land.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor s. have hereunto set their hand and seal this 5th day of September, 19.56

Charles H. McGovern
Albertina M. McGovern

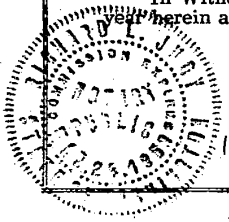
STATE OF WASHINGTON } ss.
COUNTY OF SKAGIT

On this 5th day of September, 1956, personally appeared before me

CHARLES H. McGOVERN and ALBERTINA M. McGOVERN

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



11:02 a Sept 7 56
P.U.D. #1

Notary Public in and for the State of Washington, residing at Mount Vernon, Washington.

J.A. HANLON, Auctioneer
Mt. Vernon, Washington



541678

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, SIMILK BEACH DEVELOPMENT CO., a Washington Corporation, grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

## IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

Government lot 5, east of "Madrona View Addition to Similk Beach", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 5 of plat, page 6. EXCEPT the following described tract:

That portion of government lot 5, of section 9, township 34 north, range 2 east, W.M., described as follows:

Commencing at the northeast corner of lot 15, block 1, "Madrona View Addition to Similk Beach No. 2, Skagit County, Washington, in volume 5 of plats, page 6; thence north 68°51' east 15 feet to the true point of beginning of this description; thence from said true point of beginning running north 68°51' east 100 feet; thence south 31°29' east 74.85 feet; thence south 6°54' east 27.4 feet; thence south 68°30' west 100 feet to a point that is north 68°30' east from the southeast corner of lot 17 of block 1 "Madrona View Addition to Similk Beach"; thence north 6°54' west 27.4 feet; thence north 31°29' west 74.85 feet to the true point of beginning. Situated in the County of Skagit, State of Washington.

Government lot 4, EXCEPT the east 40 rods, all in section 9, township 34 north, range 2 east, W.M.

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

A strip of land 15 feet in width along the easterly line and contiguous with the easterly line of block 1, of "MADRONA VIEW ADDITION TO SIMILK BEACH", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 5 of plat, page 6; from the north line of lot 10 of block 1, of said "MADRONA VIEW ADDITION TO SIMILK BEACH", to a point 15 feet south of the south line of lot 21 of said block 1, of "MADRONA VIEW ADDITION TO SIMILK BEACH".

541678

Also a strip of land 15 feet in width along the southerly line and contiguous with lot 21, of block 1, of "MADRONA VIEW ADDITION TO SIMILK BEACH", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 5 of plat, page 6.

Also a strip of land 20 feet in width being 10 feet on each side of the following described center-line to-wit:

Beginning at a point north 6°54' west 3 feet, and north 68°46' east 6 feet, of the northeast corner of lot 18, block 1, of "MADRONA VIEW ADDITION TO SIMILK BEACH", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 5 of plat, page 6; thence north 68°46' east, 215.1 feet; thence north 86°59' east, 688.5 feet, more or less to the west line of the east 40 rods of Government lot 4, all in section 9, township 34 north, range 2 east, W.M.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

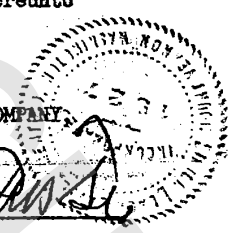
IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 17 day of Sep, 1956.

SIMILK BEACH DEVELOPMENT COMPANY  
A Washington Corporation

*Grace W. Turner Sec.*

ATTEST:


*Grace W. Turner Sec.*

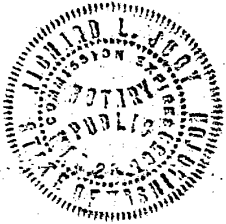


STATE OF WASHINGTON ))  
                                  ) ss  
COUNTY OF SKAGIT     ))

On this 17 day of September, 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. D. TURNER and GRACE W. TURNER to me known to be the President and Secretary respectively of SIMILK BEACH DEVELOPMENT COMPANY, the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

  
\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at Mount Vernon.



RECORDED AT  
1158 a Sept 18 1956  
at request of R. D. #1  
EDW. DANIELSON, Auditor  
Skagit Co., Washington

542316

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

~~Gyspert~~  
~~Gyspert~~ VAN GORTEL and ANNETTE VAN GORTEL, husband and wife, and  
EDWARD MOONEY and RUTH B. MOONEY, husband and wife.

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract of land in government lot 4, section 9, township 34 north, range 2 east, W.M., described as follows:

Beginning at a point on the west line of the east 40 rods of said lot 4, 302.88 feet south of the northwest corner thereof; (which point is 2½ feet south of the center line of existing power pole line); thence north 88°44' east parallel to the south side of the existing power line, 139.0 feet to the true point of beginning; thence north 88°44' east parallel to the south side of the existing power pole line 125.0 feet; thence south 0°40' west parallel to the said west line of the east 40 rods to the high tide line of Simlik Bay; thence westerly along said high tide line to a point south 0°40' west of the true point of beginning; thence north 0°40' east to the true point of beginning.

ALSO tide lands of the second class and land lying between high tide line and the meander line in front of said tract.

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

The north 20 feet of the above described tract of land.  
The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor ~~s. have~~ hereunto set their hand and seal this 29<sup>th</sup> day of September, 1956

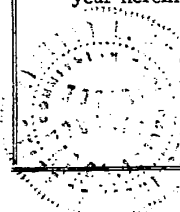
*Edward Mooney*  
*Ruth B. Mooney*  
*Gyspert Van Gortel*  
*Annette Van Gortel*

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 29<sup>th</sup> day of September, 1956, personally appeared before me  
~~Gyspert~~  
GysPERT VAN GORTEL and ANNETTE VAN GORTEL, husband and wife, and  
EDWARD MOONEY and RUTH B. MOONEY, husband and wife.

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



RECORDED  
221 P Oct 2  
at request of P. D. #1

*Richard J. J...*  
Notary Public in and for the State of  
Washington, residing at Mount Vernon,  
Washington.

EDW. DANIELSON, AGENT  
Skagit Co., Washington

542316

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

GERDGE F. CORNISH, AND SARAH CORNISH, HUSBAND AND WIFE, CONTRACT VENDORS, and

GEORGE C. ERICKSON AND ANN M. ERICKSON, HUSBAND AND WIFE, CONTRACT VENDEES

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A tract of land in government lot 4, section 9, township 34 north, range 2 east, W.M., described as follows:

Beginning at a point on the west line of the east 40 rods of said lot 4, 302.88 feet south of the northwest corner thereof (which point is 2 1/2 feet south of the center line of existing power pole line); thence north 88°44' east parallel to the south side of the existing power pole line, 139.0 feet; thence south 0°40' west parallel to the said west line of the east 40 rods to the high tide line of Similk Bay; thence westerly along said high tide line to a point south 0°40' west of the point of beginning; thence north 0°40' west to the point of beginning.

ALSD tide lands of the second class and land lying between high tide line and the meander line in front of said tract.

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

The north 20 feet of the above described tract of land.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor Sarah & George F. Cornish hereunto set their hand and seal this 5th day of September, 1956

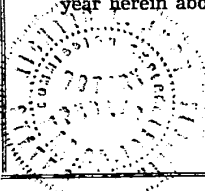
George C. Erickson  
Ann M. Erickson  
George F. Cornish  
Mrs. George F. Cornish

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 5th day of September, 1956, personally appeared before me  
GERDGE F. CORNISH, and SARAH CORNISH  
and GEORGE C. ERICKSON AND ANN M. ERICKSON

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



Richard J. G...  
Notary Public in and for the State of  
Washington, residing at Mount Vernon,  
Washington.

RECORDED  
115 P Oct 17 56  
at request of P.U.D. #1

EDW. DANIELSON, Auditor  
Skagit Co., Washington

VOL 282 PAGE 574

543762  
E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, SIDNEY HEWSON and THELMA A. HEWSON, his wife, grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

That portion of the north half of the south half of the southwest quarter of section 3, township 34 north, range 2 east, W.M., described as follows:

Beginning at the northwest corner of said subdivision; thence south 40 rods, more or less, to the north line of a tract deeded to L.D. Mitchell by deed recorded November 17, 1902, in volume 49 of deeds, on page 274; thence east along the north line of said Mitchell tract 90 rods, more or less, to the west line of a tract deeded to John Ball by deed recorded November 17, 1902, in volume 49 of deeds on page 275; thence north along the west line of said Ball tract 40 rods, more or less, to the north line of said subdivision; thence west along the north line of said subdivision to the point of beginning, EXCEPT roads and railroad right of way and EXCEPT the following described tract: Beginning at the intersection of the west line of the Puget Sound and Cascade Railway with the south line of the county road running east and west over the north half of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence west along the south line of the county road 212 feet; thence south 290 feet, more or less, to the north line of said railroad right of way; thence northeasterly along said railroad right of way 380 feet, more or less, to the point of beginning.

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

The westerly 20 feet of the above described tract of land, which is contiguous with county road No. 467.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the

543762

rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

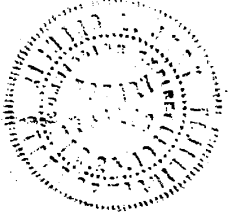
In Witness Whereof the Grantors have hereunto set their hand and seal this 2<sup>nd</sup> day of November 1956.

Sidney Hewson  
Theima A. Hewson

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 2<sup>nd</sup> day of November, 1956, personally appeared before me SIDNEY HEWSON and THELMA A. HEWSON, his wife, and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



Richard A. [unclear]  
Notary Public in and for the State of Washington, residing at MOUNT VERNON, Washington

RECORDED FOR RECORD  
11:40 a Nov 25 1956  
P. U. # 1  
DR DANIELSON ABSTRACT  
Skagit Co., Washington

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

ELLEN P. BEATY, Contract Vendor & VERNON E. JACKSON and LAURA JACKSON,

husband & wife, Contract Vendee,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

The east half of the SE 1/4 of the NE 1/4 of the SW 1/4 of Section 3, Township 34 North, Range 2 East, W.M., EXCEPT county roads.

A strip of land 20 feet in width being 10 feet on each side of the following described center-line to-wit:

Beginnig at a point north 1° 20' 20" East, 481.06 feet from the Southeast corner of the NW 1/4 of SW 1/4 of Section 3, Township 34 North, Range 2 East, W.M., said point being on the Northsouth center-line of Section 3, Township 34 North, Range 2 East, W.M.; thence South 78° 44' 40" West, 214.2 feet more or less to the Easterly line of the John T. Stevenson county road.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 23rd day of September, 1924.

Handwritten signatures of Ellen P. Beaty and Vernon E. Jackson.

STATE OF WASHINGTON )
COUNTY OF SKAGIT ) ss.

On this 22nd day of September, 1924, personally appeared before me ELLEN P. BEATY, Contract Vendor & VERNON E. JACKSON and LAURA JACKSON, husband and wife, Contract Vendee,

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Notary Public in and for the State of Washington, residing at ... Washington.



STATE OF Washington }  
County of King } ss.

Received for record at 11:40:20 AM  
I request of P. U. D. No. 1  
in 1956, 1956

On this 2nd day of November, A. D. 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ellen P. Beaty

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Wash.  
residing at Issaquah

(Acknowledgment by Individual. Washington Title Insurance Company. Form L 28)

543763

(over)

UNOFFICIAL DOCUMENT

545919

VOL 283 PAGE 676

545919

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, FIDALGO SCHOOL DISTRICT No. 2, a municipal corporation of the State of Washington, grants and conveys to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress, and egress to and from the same, on, over and through a tract of land denoted as Tract #1, described as follows:

The south 20 feet of a tract of land in the Northeast quarter of the southwest quarter of Section 8, Township 34 North, Range 2 East, W. M., described as follows:

Beginning at a point on the north line of said Northeast Quarter of the Southwest Quarter 30.0 feet west of the Northeast corner thereof, said point being on the west right of way line of the County Road; thence west along the north line of said subdivision 816.75 feet; thence south parallel to the east line of said subdivision 300.0 feet; thence east parallel to the north line of said subdivision, 816.75 feet to the west right of way line of said county road; thence north along said county road right of way line 800.0 feet to the point of beginning.

Grantor also grants and conveys to PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY, WASHINGTON, an easement with the right to construct, maintain, and operate pumps, pump houses, pressure tanks, elevated tanks, pipes and lines and facilities with all appurtenances with the right of ingress and egress thereto to maintain, repair, replace, remove or expand the said improvements or to construct new improvements, over the following described land, denoted as Tract #2:

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 8, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point 30 feet west of the east line and 800 feet south of the north line of said North-east Quarter of the Southwest Quarter, said point thereof being on the west right-of-way line of the County Road; thence west and parallel to the north line of said subdivision 500 feet to the true point of beginning; thence north and parallel to the east line of said subdivision 100 feet; thence west and parallel to the north line of said subdivision 100 feet; thence south and parallel to the east line of said subdivision 100 feet; thence east and parallel to the north line of said subdivision 100 feet to the true point of beginning.

The Grantee herein and its successors and assigns have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines and improvements or the removal of the same when desired by the Grantee, its successors or assigns.

The Grantee hereby agrees that it shall and will perform all work in the construction, maintenance and operation of said pipe or pipes and improvements in a workmanlike manner and further agrees that the premises herein involved shall and will be restored to a condition satisfactory to the grantor within a reasonable time.

The Grantee agrees and covenants that it will hold and save the Grantor harmless from any and all lawsuits, loss or damage occasioned by the acts and conduct of the grantee in the construction, maintenance and/or operation of said pipe line or lines and improvements over and across the property of the said grantor, whether the grantee's conduct be negligent or intentional.

IN WITNESS WHEREOF, the FIDALGO SCHOOL DISTRICT No. 2, a municipal corporation, has caused its name to be signed hereto and the signatures of its officers and Board of Directors to be

VOL 283 PAGE 678

subscribed hereto and attested by its Clerk this 17 day  
of December, 1956.

By Chas. M. Dean

Ken Thibert

John A. Stevens

ATTEST:

Ken Thibert  
Clerk

RECEIVED FOR RECORD IN  
2:00 P. M. Jan. 2, 1957  
at request of POU, P. #1  
D.W. DANIELSON, Auditor  
Stagit Co., Washington

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

JAMES GONNION and MARJORIE F. GONNION, husband and wife,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

Parcel (a)

Those portions of the northwest quarter of the southwest quarter of section 4, township 34 north, range 2 east, W.M., described as follows:

Beginning at the intersection of the south line of the northwest quarter of the southwest quarter and the west line of a county road known as Satterlee Road; thence west 640 feet, more or less to a point 480 feet west of a certain natural ditch; thence north to the southerly line of the county road known as J. T. Stevenson Road; thence southeasterly along the south line of said county road to its intersection with the west line of Satterlee Road; thence south to the point of beginning.

Location of easement over the above described tract of land is more particularly described as follows:

A strip of land 20.0 feet in width along the northerly side of the above described tract of land and adjacent to the south right-of-way line of the J. T. Stevenson Road.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor a have hereunto set their hand and seal this 18th day of September, 1958.

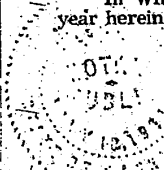
STATE OF WASHINGTON } ss. COUNTY OF SKAGIT

On this 18th day of September, 1958, personally appeared before me

JAMES GONNION and MARJORIE F. GONNION, husband and wife,

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



Notary Public in and for the State of Washington, residing at Mount Vernon Washington.

Received for record 11/18/58

at request of P. J. B. No. 1

PAW GANNON, Auditor Skagit Co., Washington.

604324  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,  
Wallace W. Staflin and Norma L. Staflin, husband and wife,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

That portion of the NW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub>, Section 4, Township 3<sup>1</sup>/<sub>2</sub> North, Range 2 east, W.M., described as follows:

A strip of land <sup>10.0</sup>~~20.0~~ feet in width, all lying west of a line described as follows: Beginning at a point 10 rods west of the east line of said NW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> and 660 feet south of the south line of the right-of-way of the Anacortes-Mount Vernon Highway; thence south 1<sup>1</sup>/<sub>2</sub> rods, more or less, to the north line of the land conveyed to Henry Wayseth by deed recorded in volume 31 of deeds, page 313, records of Skagit County, Washington. ALSO, a strip of land ~~20.0~~ feet in width lying south of a line described as follows: Beginning at a point 10 rods west of the east line of the NW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> and ~~20.0~~ feet north of the north line of said land conveyed to Henry Wayseth; thence west parallel to the north line of said land conveyed to Henry Wayseth, to intersect with the northeasterly line of the J. T. Stevenson County Road.

Ray  
N.S.  
Ray  
N.S.  
Ray  
N.S.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors herunto set their hand and seal this 15th day of February, 1961.

x Wallace W. Staflin  
x Norma L. Staflin



STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 15th day of February, 1961, personally appeared before me

Wallace W. Staflin and Norma L. Staflin

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Paul E. Ward

Notary Public in and for the State of Washington, residing at Seattle, Washington.

Received for record at Feb 17 1961 3:28 PM  
at P.O. D. #1  
A. N. ... Auditor Skagit Co., Washington

604324  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Wallace W. Staflin and Norma L. Staflin, husband and wife,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

That portion of the NW¼ of the SW¼, Section 4, Township 34 North, Range 2 east, W.M., described as follows:

A strip of land <sup>10.0</sup>~~20.0~~ feet in width, all lying west of a line described as follows: Beginning at a point 10 rods west of the east line of said NW¼ of the SW¼ and 660 feet south of the south line of the right-of-way of the Anacortes-Mount Vernon Highway; thence south 14 rods, more or less, to the north line of the land conveyed to Henry Wayseth by deed recorded in volume 31 of deeds, page 313, records of Skagit County, Washington. ALSO, a strip of land <sup>18.8</sup>~~20.0~~ feet in width lying south of a line described as follows: Beginning at a point 10 rods west of the east line of the NW¼ of the SW¼ and <sup>18.8</sup>~~20.0~~ feet north of the north line of said land conveyed to Henry Wayseth; thence west parallel to the north line of said land conveyed to Henry Wayseth, to intersect with the northeasterly line of the J. T. Stevenson County Road.

Ray  
N.S.  
Ray  
N.S.  
Ray  
N.S.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors herunto set their hand and seal this 15th day of February, 1961.

x Wallace W. Staflin  
x Norma L. Staflin



STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 15th day of February, 1961, personally appeared before me

Wallace W. Staflin and Norma L. Staflin

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Paul E. Ward  
Notary Public in and for the State of Washington, residing at Seattle, Washington.

Received for record at Feb 17 1961 3:28 PM  
at P.U.D. #1  
A. N. JENSEN, Auditor Skagit Co., Washington

604324

604409

### EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

Virgil Erlandson and Ardella Erlandson, husband and wife,

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

A portion of the NW¼ of the SW¼ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

A strip of land 20.0 feet in width all lying west of a line described as follows: Beginning at a point 10 rods west of the east line of said NW¼ of the SW¼ and 26 rods (429 feet) south of the north line of said NW¼ of the SW¼; thence north 0°03'45" west to the southerly right-of-way line of Primary State Highway No. 1, Jct. S.S.H. No. 1-D to Swinomish Slough. ALSO, a strip of land 20.0 feet in width lying southwesterly of and parallel to the southerly right-of-way of said Primary State Highway and extending from a line 10 rods west and parallel to the east line of said NW¼ of the SW¼ westerly to a line 297 feet west of and parallel to the east line of said NW¼ of the SW¼.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors herunto set their hand and seal this 25th day of February, 1961.

*Virgil Erlandson*  
*Ardella Erlandson*

Received at P.U.D. #1  
Feb. 21, 1961 11:55 AM  
A. W. J. [unclear], Notary Public, Skagit County, Washington

STATE OF WASHINGTON |  
COUNTY OF SKAGIT | ss.

On this 25th day of February, 1961, personally appeared before me  
Virgil Erlandson and Ardella Erlandson

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

*Paul E. Ward*  
Notary Public in and for the State of  
Washington, residing at Seattle  
Washington.



614389

EASEMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of THREE HUNDRED TWENTY-FIVE DOLLARS (\$325.00) in hand paid, the receipt whereof is hereby acknowledged, RALPH ENTNER and JULIA ENTNER, his wife of Route 2, Anacortes, Skagit County, Washington, herein designated and called the Grantors, do and have by these presents granted, bargained, sold and conveyed to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, over, along and in the roadway hereinafter described on the property of the Grantors, the right to lay, maintain, operate, re-lay and remove at any time, a water pipe line not to exceed four inches (4") in diameter measured on the inside thereof, for the transportation of water only, and if necessary the right to maintain, operate and remove said line with the right of ingress and egress to and from the same on said roadway in conformity with this Easement and grant.

Which said line is to be placed under the present roadway on the Grantors' property, the location of the centerline of said pipe line and this pipeline easement as furnished by the Grantee herein and which purports to be on the roadway of the Grantors, is more particularly described as follows, (and that the same shall not be outside or off of said roadway, put or placed/ even though the description hereinafter set forth would so designate), and which easement is situated within Government Lot 4, Section 17, Township 34 North Range 2 East, W. M., Skagit County, Washington and portions of vacated Blocks 29, 69 and 70, Plot of the Townsite of Gibraltar as recorded in Volume 1 of Plats, Pages 19 and 20, records of Skagit County, Washington and said centerline is further described as follows:

Beginning at the intersection of the centerline of Jura Way and the West line of Lot 51, all of the Plat of "Gibraltar Annex" as recorded in Volume 7 of Plats, pages 9 and 9 1/2, records of Skagit County, Washington; thence N. 69°39'30" W 17.3 feet along the center line

JAMES G. SMITH  
ATTORNEY AT LAW  
MATHESON BUILDING  
MOUNT VERNON, WASH.

614389

1 of said Jura Way; thence S 20°20'30" W. 25 feet to the  
2 Southerly right-of-way line of said Jura Way, this  
3 being the true point of beginning; thence S 20°20'30"  
4 W 93.34 feet; thence S 20°47'30" W 111.73 feet; thence  
5 S 48°20'30" W 136.51 feet; thence S 61°54'30" W 346.32  
6 feet; thence N 76°56'30" W to the East line of Lot 7  
7 of Vacated Block 49, Plot of the Townsite of Gibraltar.

8 That said Easement and right to lay said pipeline shall be  
9 subject to the following:

10 1. That the Grantee will not interfere with the Grantors'  
11 use and travel over, along and on the road during the  
12 construction and any repair and maintenance of said line;  
13 or in exercising Grantee's rights hereunder;

14 2. That the Grantee will re-surface the road wherein said  
15 pipeline is to be laid with crushed rock of the same kind  
16 and class that is thereon at the present time; and should  
17 the said road sink where the line has been put in or where  
18 the same shall be repaired or replaced from the use of  
19 this Easement or the occupancy thereof by the Grantee,  
20 the Grantee will repair the same expeditiously and will  
21 replace any part or portion of the road interfered with  
22 or disturbed in repairs or maintenance or installation  
23 of any kind.

24 3. That the said line shall be placed at a depth suffi-  
25 ciently below the surface of said roadway as to not inter-  
26 fere with the same, and at such a depth as the Grantors  
27 and their successors and assigns may have full use and  
28 enjoyment of the roadway and the responsibility and  
29 liability of the maintenance of said line shall at all  
30 times be the Grantee's without liability on the part of  
31 the Grantors for any injury, damage or breakage thereof  
32 by use of roadway by Grantors or invitees except for in-  
33 tentional acts.

34 4. That the Grantee, their successors and assigns, shall  
35 hold the Grantors, their successors and assigns, harmless  
36 from any loss, damage or injury that the Grantors may sus-  
37 tain by the Grantee's use or occupancy of the Easement or  
38 for the purposes hereof or for any damage or injury to any  
39 person or property arising out of, from or through the  
40 exercise of the rights hereunder by Grantee.

41 5. The Grantee herein and its successors and assigns shall  
42 have the right to make any clearings that may be necessary  
43 for the installation, laying, repair, renewing and changing  
44 the size of the line within the limits of this Easement  
45 and restoring said pipe lines during the life of this  
46 Easements.

47 6. That in case the Grantee shall fail to use the water line  
48 installed or maintained on this easement right-of-way for more  
49 than two years then this Easement shall be deemed to have been  
50 terminated and by the term "fail to use" means to fail to use  
51 in the ordinary course of furnishing water for sale not merely  
52 a running of water through said line at various intervals.

1 IN WITNESS WHEREOF, the Grantors herein have hereunto set  
2 their hands and seals this 27 day of November, 1961.  
3  
4

5 Ralph Entner  
6

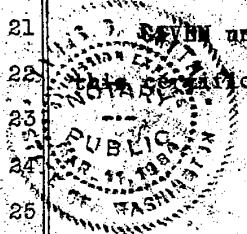
7 Julia Entner  
8  
9

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss

On this 27 day of November, 1961, personally appeared before me RALPH ENTNER and JULIA ENTNER, husband and wife, to me known to be the individuals described in and who acknowledged to me that they signed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

BEFORE ME under my hand and official seal the day and year in this certificate first above written.



James G. Smith  
Notary Public in and for the State of Washington, residing at Mount Vernon.

VOL 319 PAGE 695

320 448

615930  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

Contract Seller: Margaret E. Terrell, a spinster

Contract Purchaser: Charles H. MacDonald and Dorothy B. MacDonald, husband and wife.

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

Lots 7 to 12 inclusive, vacated block 49 of the Plot of the Townsite of Gibraltar as recorded in volume 1 of plats, pages 19 and 20, records of Skagit County, Washington.

Location of the centerline of the pipeline on this easement is more particularly described as follows:

Beginning at a point which lies S 44°59'45"W 665.16 feet from the intersection of the centerline Jura Way and the west line of lot 51 of the plat of "Gibraltar Annex" as recorded in volume 7 of plats, pages 9 and 9 1/2, records of Skagit County, Washington; thence N 76°56'30"W to the east line of said lot 7 of vacated block 49; thence N76°56'30"W to the east right-of-way line of the County Gibraltar Road.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors herunto set their hand and seal this 14th day of DECEMBER, 1961

*Charles H. MacDonald*  
*Dorothy B. MacDonald*  
*Margaret E. Terrell*

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 14th day of DECEMBER, 1961, personally appeared before me

Charles H. Mac Donald and Dorothy B. Mac Donald, husband & wife

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

*William B. [Signature]*  
Notary Public in and for the State of  
Washington, residing at [Address]  
Washington.

In Witness Whereof the Grantor Margaret E. Terrell, a spinster hereunto sets her hand and seal this 20<sup>th</sup> day of December 1961.

Margaret E. Terrell

STATE OF WASHINGTON )  
COUNTY OF King ) SS.

On this 20<sup>th</sup> day of December 1961, personally appeared before me

Margaret E. Terrell, a spinster

and acknowledged the within and foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Mary M. Cameron  
Notary Public in and for the State of  
Washington, residing at Seattle  
, Washington.

615930

634157  
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

Jack FAGAN and Melba FAGAN, husband and wife; Eugene ENTRIKIN and Shirley ENTRIKIN, husband and wife; Anne HARRISON, a widow.

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

Lot ten (10) Block Two-hundred nineteen (219) of Fidalgo City, according to plat as recorded in Volume 2 of Plats, page 114, records of Skagit County, Washington.

Location of easement to be adjacent to existing driveway.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantor... herunto set their hand and seal this 26th day of March, 1963.

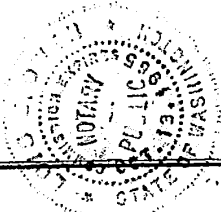
*Eugene Entrikin*  
*Shirley Entrikin*  
*Anna Harrison*  
*Jack Fagan*  
*Melba Fagan*

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 26th day of March, 1963, personally appeared before me Eugene Entrikin, Shirley Entrikin, Anna Harrison, Jack Fagan and Melba Fagan

and acknowledged the within and foregoing instrument to be a free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.



*David E. Owen*  
Notary Public in and for the State of Washington, residing at Burlington....., Washington.

REC-32911 MAR 621

634157

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CHARLES M. DEAN AND MABLE M. DEAN, Husband and Wife, grant and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines, for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

That portion of the NE¼ of the SW¼ and government lot 3 of section 5, township 34 north, range 2 east, W.M., described as follows:

Beginning at a point on the north and south center line of said section 5, 2057.6 feet north of the quarter corner between said sections 5 and 8; thence west parallel with the subdivision line of said section, 692.95 feet; thence north parallel with the north and south center line of said section to the south line of the State Highway right of way; thence in an easterly direction along south line of said Highway right of way to a point on north and south center line of said section 5; thence south along said center line to the point of beginning, EXCEPT that portion thereof conveyed to the State of Washington for highway purposes by deed dated August 31, 1956 and recorded under auditor's file No. 541730, EXCEPT that portion described as follows: Beginning on the south line of the State Highway as now existing at a point where the same is intersected by the east line of the property of C. A. Staly; thence south along the east line of said Staly property 260.3 feet; thence easterly perpendicular to the east line of the property of C. A. Staly, 200 feet; thence northerly parallel to the east line of the property of C. A. Staly, 175.3 feet, more or less, to the south line of the State highway as here now existing; thence northwesterly along the south line of said state highway to the point of beginning, ALSO EXCEPT All roads and right of way therefor.

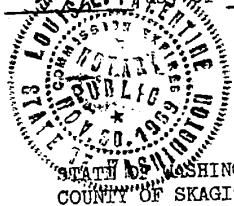
Location of easement over the above described tract of land is more particularly described as follows:

The east 25.0 feet of the above described tract of land lying parallel to the north and south center line of said section.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines for the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 5th day of May, 1966.



Chas. M. Dean  
Mable M. Dean

On this 5th day of May, 1966, personally appeared before me Charles M. and Mable M. Dean and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Received for record at MAY 27 1966 10:38 A.M.  
at request of P. U. D. #1  
A. H. JOHNSON, Auditor Skagit Co., Washington

Louis L. Laventure  
Notary Public in and for the State of Washington,  
Residing at Mount Vernon Washington.  
683418

767969

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

EDWARD M. WRITER and MYKA C. WRITER, husband and wife

grant and convey to PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on and through a tract of land described as follows:

The east 25.0 feet of the following described tract of land:

The South 75 feet of the East 75 feet and the South 65 feet of the West 125 feet of that portion of the North 140 feet of the East 200 feet of the following described tract:

That portion of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 2 E.W.M., described as follows: Beginning at the South line of said Subdivision where the same is intersected by the West line of the County road along the East line thereof; thence North 295.5 feet along the West line of said road to the Northeast corner of that tract conveyed to Charles H. McGovern and Albertine McGovern, husband and wife by deed dated June 17, 1954, and recorded under Auditor's File No. 503729 1/2 said point being the true point of beginning of this description; thence West along the North line of said McGovern Tract 564.7 feet more or less, to the East line of a ten acre tract conveyed to Everett S. Bain by deed recorded March 5, 1951, under Auditor's File No. 457644, thence North along the East line of said Bain tract 295.5 feet, more or less, to the South line of a certain two acre tract conveyed to F.W. Thompson, by deed dated June 26, 1935 and recorded under Auditor's File No. 274210; thence East along the South line of said Thompson tract 564.7 feet; more or less, to the West line of the County road; thence South along the West line of the County road to the true point of beginning.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines or the removal of the same when desired by the Grantee, their successors or assigns.

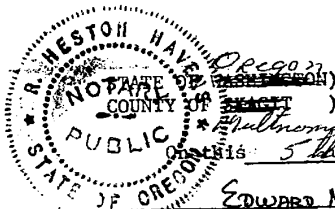
The Grantee is to be responsible, as provide by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors, hereunto set THEIR hand and seal this 5th day of May, 1972

SKAGIT COUNTY WASHINGTON
Estate Excise Tax
PAID

MAY 8 1972

Amount Paid \$
By M. Harty, Deputy



This 5th day of May, 1972, personally appeared before me

EDWARD M. WRITER & MYKA C. WRITER
and acknowledged the within and foregoing instrument to be THEIR free and voluntary and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Notary Public in and for the State of Washington
Residing at Portland, Oregon

Received for record at May 8 1972 4:10 P
at request of Skagit County Title
Ann Ross, Auditor Skagit Co., Washington

Vol. 85
Official Records
PAGE 672



EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

EDWARD M. WRITER and MYRA C. WRITER, husband and wife

grant and convey to PUBLIC UTILITY DISTRICT NO.1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on and through a tract of land described as follows:

The east 25.0 feet of the following described tract of land:

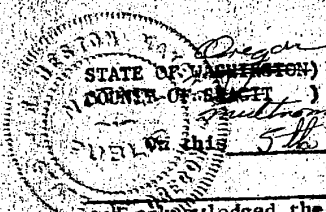
The South 75 feet of the East 75 feet and the South 65 feet of the West 125 feet of that portion of the North 140 feet of the East 200 feet of the following described tract: That portion of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 2 E.W.M., described as follows: Beginning at the South line of said Subdivision where the same is intersected by the West line of the County road along the East line thereof; thence North 295.5 feet along the West line of said road to the Northeast corner of that tract conveyed to Charles W. McGovern and Albertine McGovern, husband and wife by deed dated June 17, 1954, and recorded under Auditor's File No. 503729 1/2 said point being the true point of beginning of this description; thence West along the North line of said McGovern Tract 564.7 feet more or less, to the East line of a ten acre tract conveyed to Everett S. Bain by deed recorded March 5, 1951, under Auditor's File No. 457644, thence North along the East line of said Bain tract 295.5 feet, more or less, to the South line of a certain two acre tract conveyed to F.W. Thompson, by deed dated June 26, 1935 and recorded under Auditor's File No. 274210; thence East along the South line of said Thompson tract 564.7 feet; more or less, to the West line of the County road; thence South along the West line of the County road to the true point of beginning.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines or the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provide by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors hereunto set THEIR hand and seal this 5th day of May, 1972

Edward M. Writer
Myra C. Writer



On this 5th day of May, 1972, personally appeared before me

and acknowledged the within and foregoing instrument to be THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Notary Public in and for the State of Wash.
Residing at Skagit, Washington
Oregon

May 8, 1972
# 767969
Volume 85 Page 672

783110 EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

R. DEAN HINTHORNE and KAREN HINTHORNE, husband and wife

grant, and convey to PUBLIC UTILITY DISTRICT, NO. I OF SKAGIT COUNTY, WASHINGTON, a municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

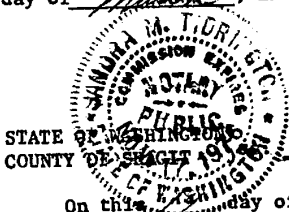
The east 25.0 feet of the following described tract of land:

The North 140 feet of the East 200 feet of the following described tract: that portion of the North half of the Southeast Quarter of the Northwest Quarter of Section 9, Township 34 North, Range 2 East, W.M., described as follows: Beginning at the South line of said subdivision where the same is intersected by the west line of the county road along the East line thereof; thence North 295.5 Feet along the West line of said road to the Northeast corner of that tract conveyed to Charles H. McGovern and Albertine McGovern, husband and wife, by deed date June 17, 1954 and recorded under Auditor's File No. 503729 1/2, said point being the true point of beginning of this description; thence West along the North line of said McGovern tract 564.7 feet, more or less, to the East line of a ten acre tract conveyed to Everett S. Bain by deed recorded March 5, 1951, under Auditor's File No. 457644; thence North along the East line of said Bain tract 295.5 feet, more or less, to the South line of a certain two acre tract conveyed to F.W. Thompson by deed dated June 26, 1935, and recorded under Auditor's File No. 274210; thence East along the South line of said Thompson tract 564.7 feet, more or less, to the West line of the county road; thence South along the West line of the county road to the true point of beginning, excepting from said North 140 feet of the East 200 feet, the South 75 feet of the East 75 feet thereof and the South 65 feet of the West 125 feet thereof.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipelines or the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipelines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 14th day of March, 1973.



R. Dean Hintorne
Karen Hintorne

On this 14th day of March, 1973, personally appeared before me R. Dean Hintorne, Karen Hintorne

and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Sandra M. Tidridge
Notary Public in and for the State of Washington,
Residing at Bow, Washington.

783110
Official Records
PAGE 449

Received for record at 4-6-1973 2:35 PM
at request of Public Utility Dist. #1
Ann Ross, Auditor Skagit Co., Washington

784470 EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged,

R. DEAN HINTHORNE and KAREN HINTHORNE, husband and wife

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

The east 25.0 feet of the following described tract of land:

The North 140 feet of the East 200 feet of the following described tract: that portion of the North half of the Southeast Quarter of the Northwest quarter of Section 9, Township 34 North, Range 2 East, W.M., described as follows: Beginning at the South line of said subdivision where the same is intersected by the West line of the county road along the East line thereof; thence North 295.5 feet along the West line of said road to the Northeast corner of that tract conveyed to Charles H. McGovern and Albertine McGovern, husband and wife, by deed date June 17, 1954 and recorded under Auditor's File No. 503729 1/2, said point being the true point of beginning of this description; thence West along the North line of said McGovern tract 564.7 feet, more or less, to the East line of a ten acre tract conveyed to Everett S. Bain by deed recorded March 5, 1951, under Auditor's File No. 457644; thence North along the East line of said Bain tract 295.5 feet, more or less, to the South line of a certain two acre tract conveyed to F.W. Thompson by deed dated June 26, 1935, and recorded under Auditor's File No. 274210; thence East along the South line of said Thompson tract 564.7 feet, more or less, to the West line of the county road; thence South along the West line of the county road to the true point of beginning, excepting from said North 140 feet of the East 200 feet, the South 75 feet of the East 75 feet thereof and the South 65 feet of the West 125 feet thereof.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipelines or the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipelines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 24th day of January, 1973.

Received for record at 4-3 1973 12:28 P at request of P. W. C.

Handwritten signatures of R. Dean Hintorne and Karen Hintorne.

Ann Ross, Auditor Skagit Co., Washington

STATE OF WASHINGTON) ss. COUNTY OF SKAGIT )

On this 24 day of January, 1973, personally appeared before me R. Dean Hintorne and Karen Hintorne

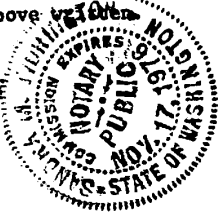
and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Handwritten signature of Sandra M. [unclear] Notary Public in and for the State of Washington, Residing at [unclear], Washington

784470 Official Record

VOI 118 PAGE 286



# 809312 EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged,

ROBERT D. EUBANKS and BARBARA J. EUBANKS, husband and wife, GEORGE W. WALLACE and GRACE J. WALLACE, husband and wife, NORMAN A. WALLACE and IDA M. WALLACE, husband and wife, and HELEN NEWMAN, a single woman.

grant, and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, the right to lay, maintain, operate, relay and remove at any time a pipe or pipes, line or lines for the transportation of water, and if necessary to erect, maintain, operate and remove said lines, with right of ingress and egress to and from the same, on, over and through a tract of land described as follows:

The east 60.0 feet of that portion of the SW ¼ of the NW ¼ of Section 32, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the West Quarter corner of said Section 32; thence N 1°09'20" W 990.03 feet; thence N 89°18'09" E 1079.36 feet; thence S 1°11'37" E 986.73 feet; thence S 89°07'36" W 1,080.00 feet to the point of beginning.

Except County Marhugh Road right-of-way.

Received for record at Oct. 24, 1974  
at request of P.U.D.  
Ann. Ross, Auditor Skagit Co., Washington m.d.

The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining, repairing, renewing, changing the size of, and restoring of said pipe lines or the removal of the same when desired by the Grantee, their successors or assigns.

The Grantee is to be responsible, as provided by law, for any loss or damage resulting to the Grantor through its negligence, or intentional acts, in the construction, maintenance and operation of said pipe lines over and across the property of said Grantor.

In Witness Whereof the Grantors have hereunto set their hand and seal this 6TH day of AUGUST, 1974.

Norman Wallace  
Ida M. Wallace  
Robert D. Eubanks  
Barbara J. Eubanks  
Grace J. Wallace  
George W. Wallace  
Helen Newman

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this 6TH day of AUGUST, 1974, personally appeared before me NORMAN WALLACE AND IDA M. WALLACE

and acknowledged the within and foregoing instrument to be THERE free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year hereof above written.



Paul Marshall  
Notary Public in and for the State of Washington,  
Residing at BOW, Washington.

809312

**SUBJECT  
EASEMENT**

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

ss.

On this 6TH day of AUGUST, 1974, personally appeared  
before me ROBERT D. EUBANKS AND BARBARA J. EUBANKS

and acknowledged the within and foregoing instrument to be THERE free and  
voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal  
the day and year herein above written.



Gerald Marshall  
Notary Public in and for the State of Washington,  
Residing at Bow Washington.

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

ss.

On this 6TH day of AUGUST, 1974, personally appeared  
before me GEORGE W. WALLACE AND GRACE J. WALLACE

and acknowledged the within and foregoing instrument to be THERE free and  
voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal  
the day and year herein above written.



Gerald Marshall  
Notary Public in and for the State of Washington,  
Residing at Bow Washington.

Received for record Oct 24 1974 1:17P  
at request of P.U.D. M.V.  
Am. Bus. And Mfr Skagit Co., Washington

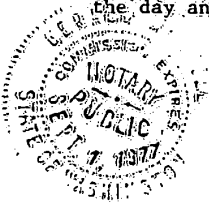
STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

ss.

On this 6TH day of AUGUST, 1974, personally appeared  
before me HELEN NEWMAN

and acknowledged the within and foregoing instrument to be THERE HER free and  
voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal  
the day and year herein above written.



Gerald Marshall  
Notary Public in and for the State of Washington,  
Residing at Bow Washington.

809312

Vol. 185 PAGE 115

Official Records

RECEIVED

NOV 05 2023 02:51 PM 38 of 128  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 14 1990

NOV 5 1990

PUD #1  
1415 Freeway Dr  
Mt. Vernon

9011050086

WATER PIPELINE EASEMENT

Amount Paid \$  
By Skagit Co. Treasurer Deputy

THIS AGREEMENT is made this 1<sup>st</sup> day of November, 1990, between KENNY L. PORTIS and KATHERINE T. PORTIS, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The west 20 feet of Lot 8 and the south 20 feet of the west 102.84 feet of Lot 8, also

A 20 foot strip of land lying easterly of a line beginning at the northwest corner of Lot 8 with a bearing of N 1° 32' 14" W with a distance of 155 feet, being within Lot 9, also

A 20 foot strip of land lying easterly of a line beginning at the northeasterly corner of Lot 7 with a bearing of N 1° 32' 14" W for a distance of 200 feet, being within Lot 9.  
(34-02-17)

All within the Plat of Sunrise Estates as recorded September 7, 1989, and recorded in Volume 14 of Plats at page 87-88, Auditors File Number 8909070009, records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris

CO 3334

9011050086

VOL 940 PAGE 562

PUBLIC UTILITY DIST # 1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98273

RECORDED  
REQUEST OF P.U.D.  
NOV -5- 1990 3:25  
CLERK SKAGIT COUNTY

trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 1 day of November, 1990.

Kenny L. Portis  
Kenny L. Portis  
Katherine T. Portis  
Katherine T. Portis



STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 1 day of November, 1990, personally appeared before me Kenny L. Portis & Katherine T. Portis and acknowledged the within and foregoing instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Judy Y. Curtis  
Notary Public in and for the State of  
Washington, residing at 10193

1975 Freeway Dr  
Mt. Vernon

6  
2  
800

NOV 14 1990

SKAGIT P.U.D.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

9011050087 WATER PIPELINE EASEMENT

NOV 5 1990

Amount Paid \$ -0-  
Skagit Co. Treasurer  
Deputy

THIS AGREEMENT is made this 31<sup>st</sup> day of October, 1990, between PORTIS INCORPORATED hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The west 20 feet of Lot 6, the west 20 feet of Lot 8 and the south 20 feet of the west 102.84 feet of Lot 8, also

A 20 foot strip of land lying easterly of a line beginning at the northwest corner of Lot 8 with a bearing of N 1° 32' 14" W with distance of 155 feet, being within Lot 9, also

A 20 foot strip of land lying easterly of a line beginning at the northeasterly corner of Lot 7 with a bearing of N 1° 32' 14" W for a distance of 200 feet, being within Lot 9.

(34-02-17)

All within the Plat of Sunrise Estates as recorded September 7, 1989, and recorded in Volume 14 of Plats at page 87-88, Auditors File Number 8909070009, records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris

RECORDED  
FILED  
NOV 15 1990  
P. 3:40  
SKAGIT COUNTY WASHINGTON

CD 3334

9011050087

VOL 940 PAGE 564

PUBLIC UTILITY DIST. # 1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98273



trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 31<sup>st</sup> day of OCTOBER, 1990.

Katherine T. Portis *secretary / treasurer*

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 31<sup>st</sup> day of OCTOBER, 1990, personally appeared before me KATHERINE T. PORTIS, to me known to be the SECRETARY / TREASURER who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said INDIVIDUAL, for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute said instrument for said PORTIS Inc.



In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Mark E. Fredlund  
Notary Public in and for the State of  
Washington, residing at Mount Vernon

9011050087

RECEIVED

MAY 1 1992

SKAGIT P.U.D.

9204210039

WATER PIPELINE EASEMENT

*4 1/2 / 80*

THIS AGREEMENT is made this 15 day of APRIL, 1992, between DOUGLAS A. COOKE, a single man, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

SKAGIT COUNTY WASHINGTON  
Real Estate Division

APR 21 1992

Amount Paid \$ 0  
By Skagit Co. Treasurer  
Deputy

The east 5.0 feet of Lots 19 through 24, Plat of "Fidalgo City - Skagit County and Territory of Washington" as recorded in Volume 2 of Plats, Pages 113, 114, and 115, Records of Skagit County, Washington. (T34 R02 S19)

Situate in Skagit County, Washington

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any

RECEIVED

APR 15 1992

SKAGIT P.U.D.

9204210039

PUBLIC UTILITY DIST. # 1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98278

C.O. 3483 W.D. 92-2037

RECORDED  
INDEXED  
APR 21 1992

BK 1068 PG 0588

kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 15 day of APRIL, 1992.

Douglas A. Cooke  
Douglas A. Cooke

STATE OF WASHINGTON  
COUNTY OF ~~SKAGIT~~ ISLAND

On this 15<sup>th</sup> day of April, 1992, personally appeared before me Douglas A. Cooke and acknowledged the within and foregoing instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Diana J. Mangold  
Notary Public in and for the State of  
Washington, residing at Oak Harbor



9204210039

BK1068PG0589

MAY 1 1992

SKAGIT P.U.D.

WATER PIPELINE EASEMENT

9204210040

THIS AGREEMENT is made this 7<sup>th</sup> day of April, 1992 between GENE C. FINGER and NELL B. FINGER, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The east 5.0 feet of Lots 14 through 18, Plat of "Fidalgo City - Skagit County and Territory of Washington" as recorded in Volume 2 of Plats, Pages 113, 114 and 115 Records of Skagit County, Washington.

Situate in Skagit County

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any

GIT COUNTY WASHINGTON  
Real Estate Excise Tax

APR 21 1992

Amount Paid \$  
Skagit Co. Treasurer Deputy

RECORDED  
INDEXED  
MAY 21 1992  
92 APR 21 P 3:04  
SKAGIT COUNTY  
CLERK OF COUNTY

RECEIVED

APR 17 1992

SKAGIT P.U.D.

9204210040

PUBLIC UTILITY DIST. #1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98273

C.O. 3483 W.D. 92-2037

BK1068PG0590

kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 7<sup>th</sup> day of April, 1992.

Gene C. Finger  
Gene C. Finger

Nell B. Finger  
Nell B. Finger

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 7<sup>th</sup> day of April, 1992, personally appeared before me Gene C. Finger & Nell B. Finger and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

David Williams  
Notary Public in and for the State of  
Washington, residing at Quinal Falls  
My commission expires 6/30/93

9204210040

BK1068PG0591

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

92 JUL 16 AM 1:17

**WATER PIPELINE EASEMENT**

JUL 16 1992

Account Paid to  
Skagit Co. Treasurer  
By Deputy

RECORDED FILED  
REQUEST OF dup

**9207160065**

THIS AGREEMENT is made this 13th day of July, 1992,  
between GERALD T. RUMSEY and LYNN S. RUMSEY, husband and wife,  
hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT  
NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation,  
hereinafter referred to as "District". Witnesseth:

1415 Fairmount  
MU 11-88813

WHEREAS, Grantor is the owner 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, over, under and upon the said lands  
and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in  
and under the following described lands and premises in the County  
of Skagit, State of Washington, to wit:

The vacated 20 foot wide alley except for the north 32.5 feet,  
together with the east 35 feet of Lot 25, the east 20 feet of the  
west 90 feet of Lot 26, and the east 20 feet of the west 90 feet  
of the south 50 feet of vacated First Street, which is adjacent to  
and contiguous with Lot 26. All lots being in Block 210, Plat of  
"Fidalgo City - Skagit County and Territory of Washington", as  
recorded in Volume 2 of Plats, Pages 113, 114, 115, Records of  
Skagit County, Washington.

Situate in Skagit County, Washington (34-02-17)

together with the right of ingress to and egress from said lands  
across adjacent lands of the Grantor; also, the right to cut and/or trim  
all brush, timber, trees or other growth standing or growing upon the  
lands of the Grantor 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 said line. The Grantor agrees that title to all timber,  
brush, trees, other vegetation or debris trimmed, cut and removed  
from the easement pursuant to this Agreement is vested in the  
District.

Grantor, its 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 shall conduct its 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

**9207160065**

BK1095400475

way interfere with, obstruct or endanger the District's use of the easement.

The Grantor also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 12 day of July, 1992.

*Gerald T. Rumsey*  
Gerald T. Rumsey

*Lynn S. Rumsey*  
Lynn S. Rumsey

STATE OF WASHINGTON  
COUNTY OF SKAGIT

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 6th day of July 1992, personally appeared before me Lynn S. Rumsey and acknowledged the within and foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have herunto set my hand and affixed my official seal the day and year herein above written.



*D. M. Bergeron*  
Notary Public in and for the  
State of Washington residing  
in Anacortes

My commission expires 9/1/95

9207160065

BK 1095 260476-A

9207160065

BK 1095 260476

62/800

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

RECEIVED  
MAR 03 1993  
SKAGIT P.U.D.

9302230089

**WATER PIPELINE EASEMENT**

'93 FEB 23 P3:17

RECORDED... FILED...

THIS AGREEMENT is made this 19<sup>th</sup> day of January, 1993,  
between JAMES G. THOMPSON hereinafter referred to as "Grantor",  
and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY,  
WASHINGTON, a Municipal Corporation, hereinafter referred to as  
"District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands  
and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in  
and under the following described lands and premises in the County  
of Skagit, State of Washington, to wit:

The south 20 feet of the north 1/2 of vacated First  
Street from the west line of the east 1/2 of vacated  
Doris Street continuing east 165 feet,

together with the right of ingress to and egress from said lands  
across adjacent lands of the Grantor; also, the right to cut and/or trim  
all brush, timber, trees or other growth standing or growing upon the  
lands of the Grantor 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 said line. The Grantor agrees that title to all timber,  
brush, trees, other vegetation or debris trimmed, cut and removed  
from the easement pursuant to this Agreement is vested in the  
District.

Grantor, its 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 shall conduct its 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.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEB 23 1993

Amount Paid \$  
By: Skagit County Treasurer/Deputy

Page 1 of 2

9302230089

PUBLIC UTILITY DIST. #1 SKAGIT CO.  
1415 Freeway Drive  
P. O. Box 1436  
Mount Vernon, Washington 98273-1436

BK 1165 PG 0381



The Grantor also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 19 day of Jan., 1993

James G. Thompson  
James G. Thompson

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that James G. Thompson is the individual who appeared before me, and said individual 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: 1-19-93



Fern W. Willoughby  
Notary Public in and for the State of Washington

My appointment expires: APRIL 19, 1995

9302230090

202310250048

10/25/2023 02:51 PM

Page 50 of 128

62/800

RECEIVED  
MAR 03 1993  
SKAGIT P.U.D.

WATER PIPELINE EASEMENT

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

'93 FEB 23 P3:18

THIS AGREEMENT is made this 21<sup>st</sup> day of January, 1993, between BERNARD YOSTING and RUTH M. YOSTING, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, and removal of a fir stump in the easement area, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The North 20 feet of the South one-half of First Street from the centerline of Howard Street to the centerline of the alley extended North all in Block 220, Map of Fidalgo City, Skagit County, Washington, as per plat recorded in Volume 2 of Plats, Pages 113 and 114 Records of Skagit County, Washington. Situate in the County of Skagit,

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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.

BK 1165 PG 0383

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

PAID

FEB 23 1993

Page 1 of 2

PUBLIC UTILITY DIST. #1 SKAGIT CO.  
1415 Freeway Drive  
P. O. Box 1436  
Mount Vernon, Washington 98273-1436

Amount Paid \$  
By: Skagit County Treasurer Deputy

9302230090

The Grantor also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 21<sup>st</sup> day of January 1993.

Burt O. Yosting  
Burt O. Yosting  
*Bert*

Ruth R. Yosting  
Ruth R. Yosting  
*R*

STATE OF WASHINGTON  
COUNTY OF ~~SKAGIT~~ ISLAND

I certify that I know or have satisfactory evidence that Bert O. Yosting and Ruth R. Yosting are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 1-21-93



C. E. Grovda  
Notary Public in and for the State of Washington

My appointment expires: 8-1-93

9302230090

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

93 JUL -2 -A11 07

WATER PIPELINE EASEMENT

9307020026

RECORDED FILED  
REQUEST OF PUD

THIS AGREEMENT is made this 17<sup>th</sup> day of June, 19 93, between ROBERT A. MASSAR and PHYLLIS D. MASSAR, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

SEE ATTACHMENT "A"

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

9307020026

BK 1209 PG 0490

JUL - 2 1993

Amount Paid \$  
By: Skagit County Treasurer Deputy

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 hereunto sets his hand and seal this 17<sup>th</sup> day of June, 1993.

*Robert J. Massar*

Robert J. Massar

*Phyllis D. Massar*

Phyllis D. Massar

STATE OF WASHINGTON  
COUNTY OF SKAGIT

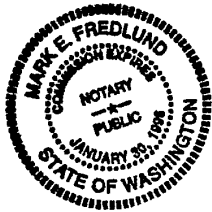
I certify that I know or have satisfactory evidence that Robert J. Massar is the individual who appeared before me, and said individuals acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/17/93

*Mark E. Fredlund*

Notary Public in and for the State of Washington

My appointment expires: 1/30/96



## Attachment "A"

An easement upon the following described property all being within the Plat of "City of Fidalgo, Skagit County and Territory of Washington". According to the plat recorded in Volume 2 of Plats, Page 113, records of Skagit County, Washington. That portion of Block 221, and vacated alley and Highland Avenue being more particularly described as follows:

Beginning at the Northwest corner of said Block 221; thence South along the West line of said Block 221, a distance of 195.19 feet to the True Point of Beginning for this description known as Point "A"; thence East 70.00 feet; thence North  $80^{\circ} 55'$  East, 91.14 feet; thence North  $67^{\circ} 15'$  East, 75.35 feet to the East line of said Block 221; thence North  $49^{\circ} 43'$  East 47.77 feet to the West line of Doris Street as shown on Plat of "Rensink-Whipple Salmon Beach Tracts", according to the plat recorded in Volume 5 of Plats, Page 55, Records of Skagit County, Washington; thence North  $1^{\circ} 53'$  East along the West line of Doris Street extended (plat course is North  $0^{\circ} 49'$  East) a distance of 27.47 feet; thence South  $48^{\circ} 39'$  West 63.16 feet; thence South  $68^{\circ} 19'$  West, 69.63 feet; thence South  $80^{\circ} 55'$  West 87.34 feet; thence West, 68.41 feet to the West line of Block 221; thence South 20.00 feet to the True Point of Beginning. Being a strip of land 20 feet in width.

Together with a strip of land 20 feet in width, lying adjacent to and contiguous with, and lying North of the following described line;

Beginning at the aforementioned Point "A"; thence Westerly on a line perpendicular to the West line of said Block 221, for a distance of 30.00 feet. This point shall be known as Point "B" for this description.

Also together with a strip of land 20 feet in width, lying East of the following described line;

Beginning at the aforementioned Point "B"; thence Northerly on a line parallel to and 20 feet East of the centerline of vacated Howard Avenue to the centerline intersection of vacated First Street. This point shall be known as Point "C" for this description.

Also, together with a strip of land 20.00 feet in width, lying adjacent to and contiguous with and lying South of the following described line;

Beginning at the aforementioned Point "C", thence Westerly along the centerline of vacated First Street to the centerline intersection of vacated First Street and Howard Avenue.

9506050062

JUN - 5 - 1995

WATER PIPELINE EASEMENT

Amount Paid \$ *1000.00*  
By Skagit Co. Treasurer  
Dep'ty *[Signature]*

THIS AGREEMENT is made this 26 day of May, 1995, between Peter K. Macdonald and Deborah A. Macdonald, husband and wife hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The west 35 feet of Lot 2 together with a 20 foot strip of land 10 feet on each side of a line between points A and B. Point A being 78 feet west of southeast corner of Lot 2 and Point B being 65 feet west of the intersection of the centerlines of vacated First Street and Fairview Avenue.

The exterior line of said easement being lengthened or shortened to intersect at points of width change and property lines.

All lots being in Block 210, Plat of "Fidalgo City - Skagit County and Territory of Washington" as recorded in Volume 2 of Plats, Pages 113, 114, 115, Records of Skagit County, Washington.

Situate in Skagit County, Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 agrees that title to all timber, brush, tress, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

The District agrees to restore the property to the existing condition, if the District deems it necessary to maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time said pipeline, or pipelines or appurtenances.

Grantor, its 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 shall conduct its 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.

9506050062

PUBLIC UTILITY DIST. #1 SKAGIT CO.  
1415 Freeway Drive  
P. O. Box 1436  
Mount Vernon, Washington 98273-1436

Page: 1 of 2

C.O. 3697  
W.O. 95-2270

BK 1445PG0058

The Grantor also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 26 day of May, 1995.

Peter K. Macdonald  
Peter K. Macdonald

Deborah A. Macdonald  
Deborah A. Macdonald

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Peter K. Macdonald 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: May 26, 1995



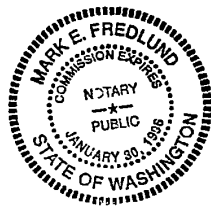
Mark E. Fredlund  
Notary Public in and for the State of Washington

My appointment expires: 1/30/96

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Deborah A. Macdonald 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: June 2, 1995

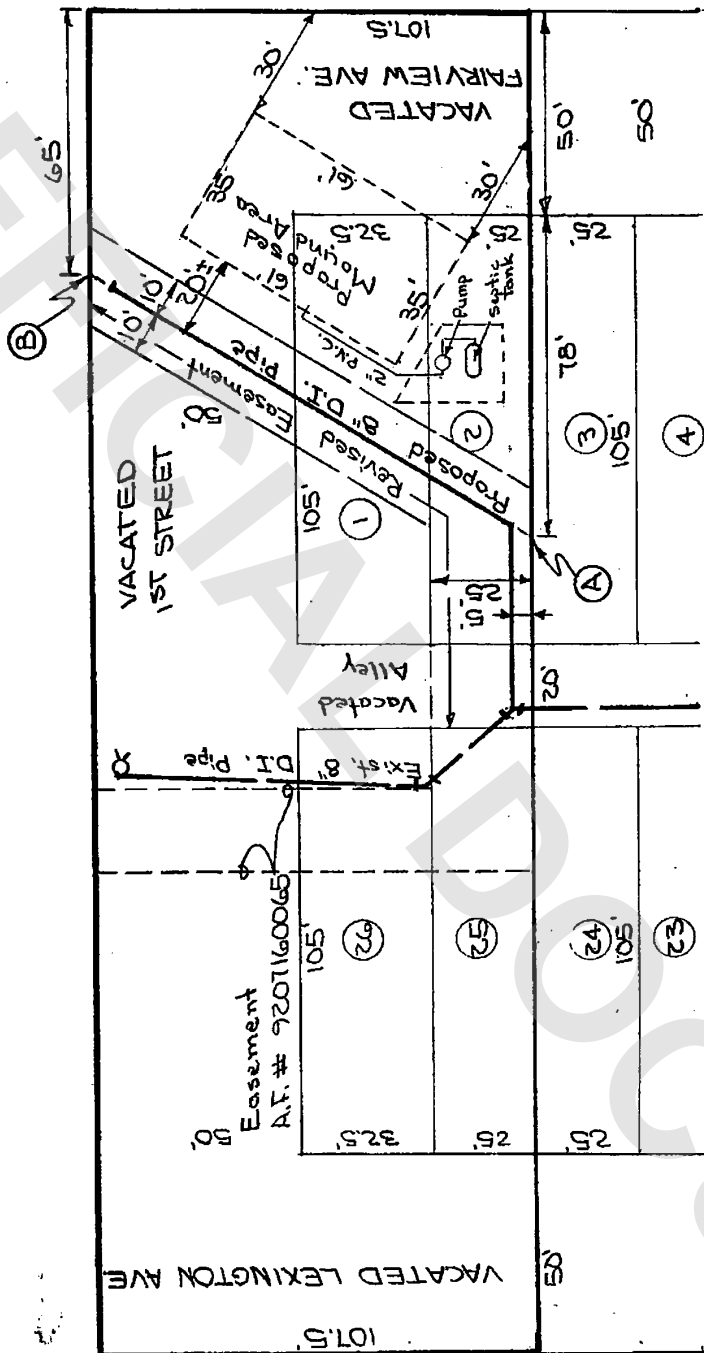


Mark E. Fredlund  
Notary Public in and for the State of Washington

My appointment expires: 1/30/96



EXHIBIT A  
Macdonald Agreement  
Date: May 22, 1995; Scale: 1"=40'



9506050062

BK 1445 PG 0060

RECORDED FILED  
REQUEST OF

'95 JUN -5 P12:00

SKAFF  
KATHY HILL  
P

*[Handwritten signature]*

Schwinn Engineering  
2209 Monica Dr  
Mukwonago WA 98273

6  
2  
8

SK: KATHY PALZER

**EASEMENT**  
**9606040119**

'96 JUN -4 P3:54

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor DELMAS LYLE FARRELL and ELEANOR E. FARRELL, husband and wife,

hereby grant and convey to the Grantee CATHY PALZER, as her separate estate,  
her successors and assigns, the right, privilege and authority to construct, improve, repair and maintain

across, over and upon the following land, located in Skagit County, State of Washington, to-wit: That portion of vacated Carlyle Avenue adjacent to lots 14 through 26, Block 172, FIDALGO CITY, and that portion of 2nd Street and alley vacated adjacent to Lot 14, [REDACTED] all in Block 172, FIDALGO CITY.

The Grantor S shall make no use of the land occupied by said Grantee except for ingress and egress to their property and easement for utilities to their property

In exercising the rights herein granted, the Grantee her successors and assigns, may pass and repass over said land may cut and remove brush, trees and other obstructions which in the opinion of the Grantee in-terfere with \_\_\_\_\_

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

The center line of said \_\_\_\_\_ shall be parallel with, and not more than \_\_\_\_\_ feet distant on either side from, a principal center line across said land,

Grantee shall have total control of said land for her personal use and to construct roads and place utilities lines, water, sewer, power, phone and gas lines and any other service related items upon said land including building or retention ponds.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUN - 4 1996

Amount Paid \$ 0  
Skagit County Treasurer  
By: [Signature] Deputy

In Witness Whereof, The said Grantor S have executed this instrument the 27th day of June 19 95.

9606040119

[Signature]  
Eleanor E. Farrell  
BK 1585 PG 0464

STATE OF WASHINGTON,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of Alaqui  
I, Kathryn E. W. Wiggins Notary Public in and for the State of Washington, residing  
at 244 Valley View Rd do hereby certify that on this 27<sup>th</sup>  
day of June 1925, personally appeared before me

to me known to be the individual described in and who executed the within instrument and acknowledged that  
signed and sealed the same as free and voluntary act and deed for the uses and  
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27<sup>th</sup> day of  
June 1925

Kathryn E. Wiggins  
Notary Public in and for the State of Washington, residing at 244 Valley View Rd in said County.

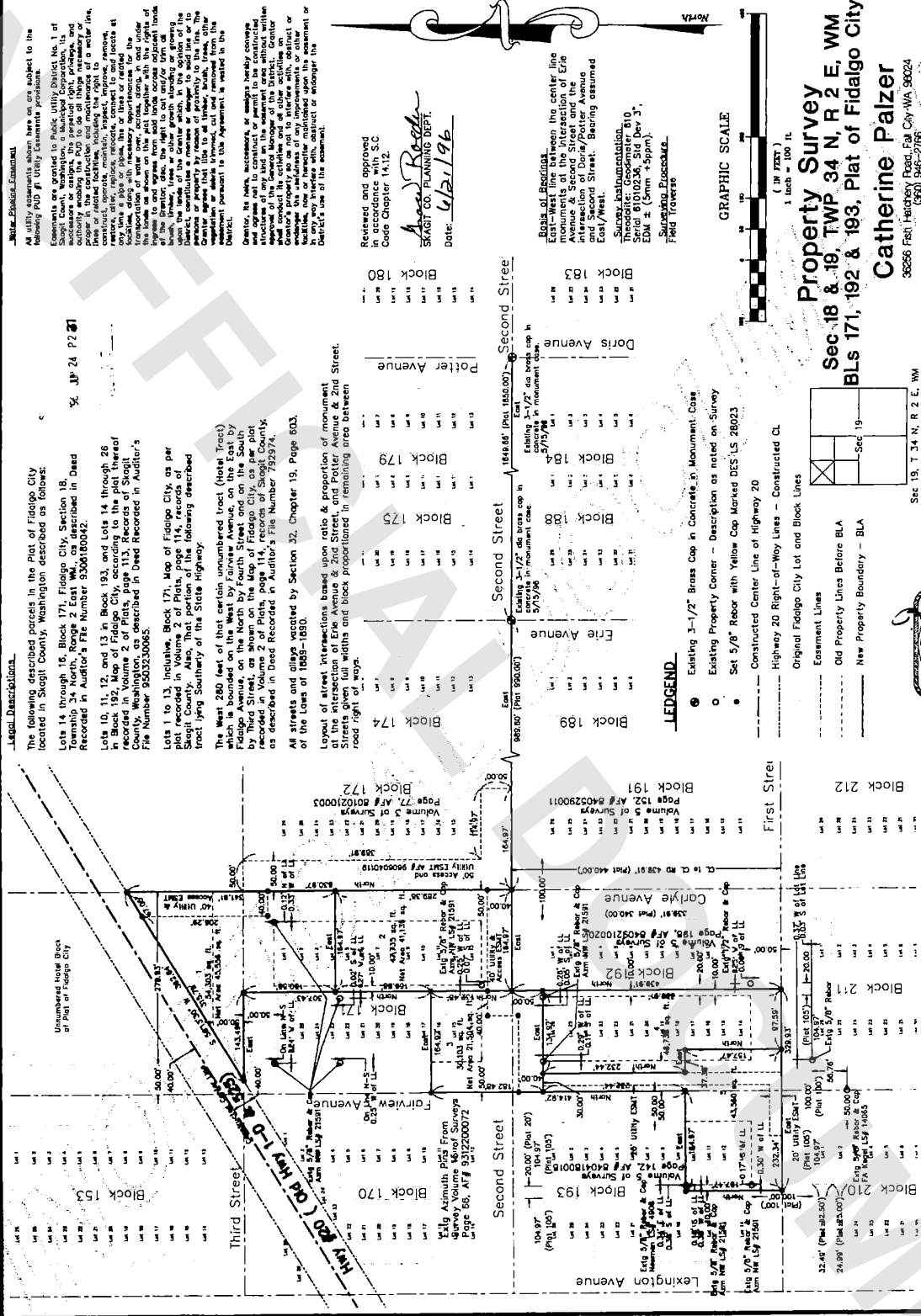


No.	<b>EASEMENT RIGHT OF WAY</b>	<b>FROM</b>	<b>TO</b>
			<u>Carly Walker</u> <u>30350 SE 4th Highway #6</u> <u>Fall City WA 98024</u>

9606040119

BK1555PG0465

1602-10092



**Legal Descriptions.**  
 The following described parcels in the Plat of Fidalgo City located in Skagit County, Washington, described as follows:  
 Lots 14 through 16, Block 171, Fidalgo City, Section 18, Township 34 North, Range 2 East, as described in Deed Recorded in Auditor's File Number 9360180042.  
 Lots 10, 11, 12, and 13 in Block 193, and Lots 14 through 26 in Block 192, as shown on the Map of Fidalgo City, recorded in Volume 2 of Plats, page 114, records of Skagit County, Washington, as described in Deed Recorded in Auditor's File Number 9303230065.  
 Lots 1 to 13, inclusive, Block 171, Map of Fidalgo City, as per Auditor's File Number 9360180042.  
 The West 280 feet of that certain unincorporated tract (West Tract) which is bounded on the West by Fairview Avenue, on the East by Fidalgo Avenue, on the North by Fourth Street, and on the South by Third Street, as shown on the Map of Fidalgo City, as per plat recorded in Volume 2 of Plats, page 114, records of Skagit County, Washington, as described in Auditor's File Number 9292974.  
 All streets and alleys vacated by Section 32, Chapter 19, Page 803, of the Laws of 1989-1990.  
 Layout of street intersections based upon ratio & proportion of monument Streets given full widths and block proportioned in remaining area between road right of ways.

**Notes, Public Easements.**  
 All utility easements shown here on are subject to the Easements of Public Utility District No. 1 of Skagit County, Washington, a Municipal Corporation, its successors and assigns, and to all other easements or rights of way shown on this plat. The construction and maintenance of a water line, sewer line, gas line, telephone line, electric line, or any other utility line, or the location, along with necessary appurtenances for the same, shall be a part of the public utility easements shown on this plat. The location of such utility lines shall be as shown on this plat together with the rights of way thereon and shall be subject to the same. The location of such utility lines shall be as shown on this plat together with the rights of way thereon and shall be subject to the same. The location of such utility lines shall be as shown on this plat together with the rights of way thereon and shall be subject to the same. The location of such utility lines shall be as shown on this plat together with the rights of way thereon and shall be subject to the same.

Revised and approved in accordance with S.C. Code Chapter 14.12.  
 ASHLEY ROBERTS  
 SKAGIT CO. PLANNING DEPT.  
 Date: 6/21/196

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

Block 180  
 Block 179  
 Block 175  
 Block 174  
 Block 172  
 Block 171  
 Block 170  
 Block 169  
 Block 168  
 Block 167  
 Block 166  
 Block 165  
 Block 164  
 Block 163  
 Block 162  
 Block 161  
 Block 160  
 Block 159  
 Block 158  
 Block 157  
 Block 156  
 Block 155  
 Block 154  
 Block 153

**LEGEND**  
 Existing 3-1/2" Brass Cap in Concrete in Monument Case  
 Existing Property Corner - Description as noted on Survey  
 Set 5/8" Rebar with Yellow Cap Marked DES LS 28023  
 Constructed Center Line of Highway 20  
 Highway 20 Right-of-Way Lines - Constructed CL  
 Original Fidalgo City Lot and Block Lines  
 Easement Lines  
 Old Property Lines Before BLA  
 New Property Boundary - BLA



Sec 19, T 34 N, R 2 E, WM

**PROPERTY SURVEY**  
 Sec. 18 & 19, TWP 34 N, R 2 E, WM  
 BLS 171, 192 & 193, Plat of Fidalgo City  
 Catherine Palzer  
 36266 First Highway, Fidalgo, WA 98224  
 (360) 946-2186

**RECORDING CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of:  
 Cathy Palzer, in June, 19 97.  
 I, Douglas E. Schindl, County Auditor  
 Certificate No. 248093

**SURVEYOR'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of:  
 Cathy Palzer, in June, 19 97.  
 I, Douglas E. Schindl, County Auditor  
 Certificate No. 248093

Drawn By: DES Date: 5 / 1996 Job No.  
 Checked By: DES Scale: 1" = 100' Sheet: 1 of 1

**Schwind Engineering**  
 2209 Meeker Drive  
 Mount Vernon, Washington 98273  
 (360) 424 9472



**RECORDING CERTIFICATE**  
 Filed for record at the request of DANIEL SCHINDL and recorded Under Auditor's File Number 9360180042, Volume 18 of Skagit County, Washington, Page(s) 115, Records of Skagit County, Washington, on June 19, 1997.  
 I, Douglas E. Schindl, County Auditor  
 Certificate No. 248093

**SURVEYOR'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of:  
 Cathy Palzer, in June, 19 97.  
 I, Douglas E. Schindl, County Auditor  
 Certificate No. 248093

**SURVEYOR'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of:  
 Cathy Palzer, in June, 19 97.  
 I, Douglas E. Schindl, County Auditor  
 Certificate No. 248093

10/18 SURVEY PG 11/3

JUL 29 1996

Amount Paid \$  
By Skagit Co. Treasurer  
Deputy

9607290044

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 19 day of July, 1996, between Gary Wargo, Business Manager, Anacortes School District, No. 103 hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

A strip of land 20.00 feet in width in the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 34 North, Range 2 East of the Willamette Meridian, Skagit County, Washington, said 20.00 foot strip being 10.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Northeast 1/4 of the Southwest 1/4 of Section 8; thence

North 89° 50' 37" West along the North line thereof, a distance of 30.03 feet to the West right-of-way margin of Gibraltar Road; thence

South 02° 25' 30" East along said West margin, a distance of 87.29 feet to the True Point of Beginning of herein described centerline; thence

South 58° 06' 19" West 556.49 feet; thence

South 29° 54' 50" East 157.21 feet; thence

South 31° 00' 38" East 271.23 feet; thence

South 00° 09' 23" West 28.52 feet to the North line of that 20.00 foot easement described in that instrument recorded January 2, 1957, under Auditor's File No. 545919, records of Skagit County, and the southerly terminus of herein described easement centerline.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

KATHY HILL  
SKAGIT COUNTY AUDITOR

96 JUL 29 AM 11:16

RECORDED & FILED  
REQUESTED

9607290044

Page 1 of 2

C.O. #3755

PUBLIC UTILITY DIST. #1 SKAGIT CO. #96-2333

1415 Freeway Drive

P. D. Box 1436

Mount Vernon, Washington 98273-1436

BK 1571 PG 0237

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 19 day of July, 1996.

Gary Wargo  
Gary Wargo  
Business Manager

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Gary Wargo 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 the Business Manager of Anacortes School District No. 103 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: July 19, 1996

Kathy M. Stoney  
Notary Public in and for the State of Washington

My appointment expires: February 9, 2000





Public Utility District No. 1 of Skagit County  
 1415 Freeway Drive  
 P.O. Box 1436  
 Mount Vernon, WA 98273-1436

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 8<sup>th</sup> day of April, 1998, between Thomas Powroznik, Amy Jean Powroznik and Gregory T. Lester hereinafter referred to as "Grantor", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The West 10 feet of Lot 8 (P111127), Plat of the Estates at Summit Park, Division II, as per plat recorded in Volume 16 of Plats, Pages 162 and 163, Records of Skagit County, Washington. Located in Section 9, Township 34 North, Range 2 East, W.M.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 8<sup>th</sup> day of April, 1998.

[Signature]  
Thomas Powroznik

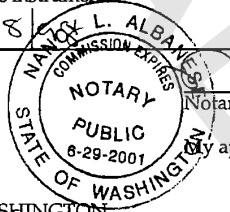
[Signature]  
Amy Jean Powroznik

[Signature]  
Gregory T. Lester

STATE OF WASHINGTON  
COUNTY OF SkaGIT

I certify that I know or have satisfactory evidence that Thomas Powroznik 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.

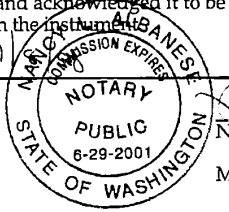
Date: 4/8/98  
[Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 6-29-2001



STATE OF WASHINGTON  
COUNTY OF SkaGIT

I certify that I know or have satisfactory evidence that Amy Jean Powroznik 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.

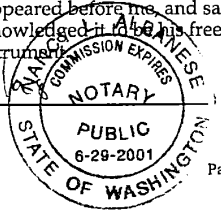
Date: 4/8/98  
[Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 6-29-2001



STATE OF WASHINGTON  
COUNTY OF SkaGIT

I certify that I know or have satisfactory evidence that Gregory T. Lester 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: 4/8/98  
[Signature]  
Notary Public in and for State of Washington.



Parcel Search

[Back](#) [Home](#) [Quick Guide](#) [Departments & Offices](#) [Search](#) [Feedback](#) Wednesday, July 31, 2002

[Improvements](#) [Land Segments](#) [Value History](#) [Sales History](#) [Tax Statement](#) [Permits](#)

**Parcel Number** P111121 **XrefID** 4692-000-008-0000 **Quarter** 01 **Section** 09 **Township** 34 **Range** 02

[View Map of this Section](#)

**Owner Information**

MATTHEWS ROBERT WILLIAM  
 MATTHEWS LISA MARIE  
 8524 SOUTHRIDGE PL  
 ANACORTES, WA98221

**Site Addresses**

8524 SOUTHRIDGE PLACE  
 [Old Situs] 654 SOUTHRIDGE PLACE  
 Anacortes, WA 98221

**2003 Value Breakdown**

**Building Market Value** \$236,200.00  
**Land Market Value** \$108,000.00  
**Total Market Value** \$344,200.00  
**Assessed Value** \$344,200.00  
**Taxable Value** \$344,200.00

**2002 Property Tax Summary**

**General Taxes** \$3,903.92  
**Special Assessments** \$ .00  
**Total Taxes** \$3,903.92

[View Value History](#)

[View Tax Statement](#)

Appraisal in progress. Subject to change.

**Legal Description**

STATES AT SUMMIT PARK DIV 2, LOT 8, ACRES 1.87

Levy Code	Neighborhood	Land Use Per WAC 458-53-030		
1490	PLATTED LOTS; RES	HOUSEHOLD SFR OUTSIDE CITY		
City District	School District	Fire District	Utilities	
Skagit County	SD103	F13	PWR,WTR-P,SEP	
Year Built	Acres	Living Area	Number Of Rooms	Bdrms
1997	1.87	1871 sq ft		3
Construction Style	Foundation	Exterior Walls	Roof Covering	Roof Style
	CONCRETE	SIDING	COMPOSITION	PITCHED
Interior Finish	Floor Covering	Floor Construction	Plumbing	
	CARPET/VINYL	WOOD SUB FLOOR	MASTER BATH(5 FIX)-FULL BATH-HALF BATH	
Appliances		Heat-AirCond	Fireplace	
BASIC APPLIANCE SET		FORCED AIR	ZERO CLEARANCE FIREPLACE	
Sale Deed Type		Sale Date	Sale Price	
WARRANTY DEED		01/11/02	628,500.00	

SURVEY IN SECTION 8 , TWP. 34 N., R. 2 E., W.M.

SHORT PLAT NUMBER 35-84  
DATE 220 11-19-84

CONSENT

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE STATE OF WASHINGTON, COUNTY OF KING, AND IS BEING SURVEYED AND PLATTED FOR THE PURPOSES OF THE PUBLIC LANDS ACT OF 1896, AS AMENDED, AND THAT THE SURVEY IS BEING MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.

ACKNOWLEDGMENTS

I, the undersigned, being a duly qualified and sworn surveyor, do hereby certify that the above described land is the property of the State of Washington, County of King, and is being surveyed and platted for the purposes of the Public Lands Act of 1896, as amended, and that the survey is being made in accordance with the Acts of Congress and the decisions of the Supreme Court of the United States.

NOTARY PUBLIC

RESIDING AT: Seattle, Washington, WA

STATE OF WASHINGTON, )  
COUNTY OF KING, ) ss

I, the undersigned, a Notary Public, do hereby certify that the above described land is the property of the State of Washington, County of King, and is being surveyed and platted for the purposes of the Public Lands Act of 1896, as amended, and that the survey is being made in accordance with the Acts of Congress and the decisions of the Supreme Court of the United States.

THE COMPARISON THAT I HAVE MADE BETWEEN THE ORIGINAL INSTRUMENT AND THE COPY HEREON SET FORTH AND CHECKED AS SAID COPY AND ORIGINAL INSTRUMENT AND I HAVE FOUND THEM TO BE IDENTICAL AND I HAVE THEREFORE CERTIFIED TO EXECUTE THE SAID INSTRUMENT IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.

NOTARY PUBLIC  
RESIDING AT: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and sworn surveyor, do hereby certify that the above described land is the property of the State of Washington, County of King, and is being surveyed and platted for the purposes of the Public Lands Act of 1896, as amended, and that the survey is being made in accordance with the Acts of Congress and the decisions of the Supreme Court of the United States.



APPROVALS

THE ORIGINAL INSTRUMENT AND THE COPY HEREON SET FORTH AND CHECKED AS SAID COPY AND ORIGINAL INSTRUMENT AND I HAVE FOUND THEM TO BE IDENTICAL AND I HAVE THEREFORE CERTIFIED TO EXECUTE THE SAID INSTRUMENT IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.

SHORT PLAT ADMINISTRATOR COUNTY OF KING

AUDITOR'S CERTIFICATE

I, the undersigned, being a duly qualified and sworn auditor, do hereby certify that the above described land is the property of the State of Washington, County of King, and is being surveyed and platted for the purposes of the Public Lands Act of 1896, as amended, and that the survey is being made in accordance with the Acts of Congress and the decisions of the Supreme Court of the United States.

STATE COUNTY TREASURER

BY: \_\_\_\_\_

SCALE: 1" = 100'

MERIDIAN: OF SERVICE

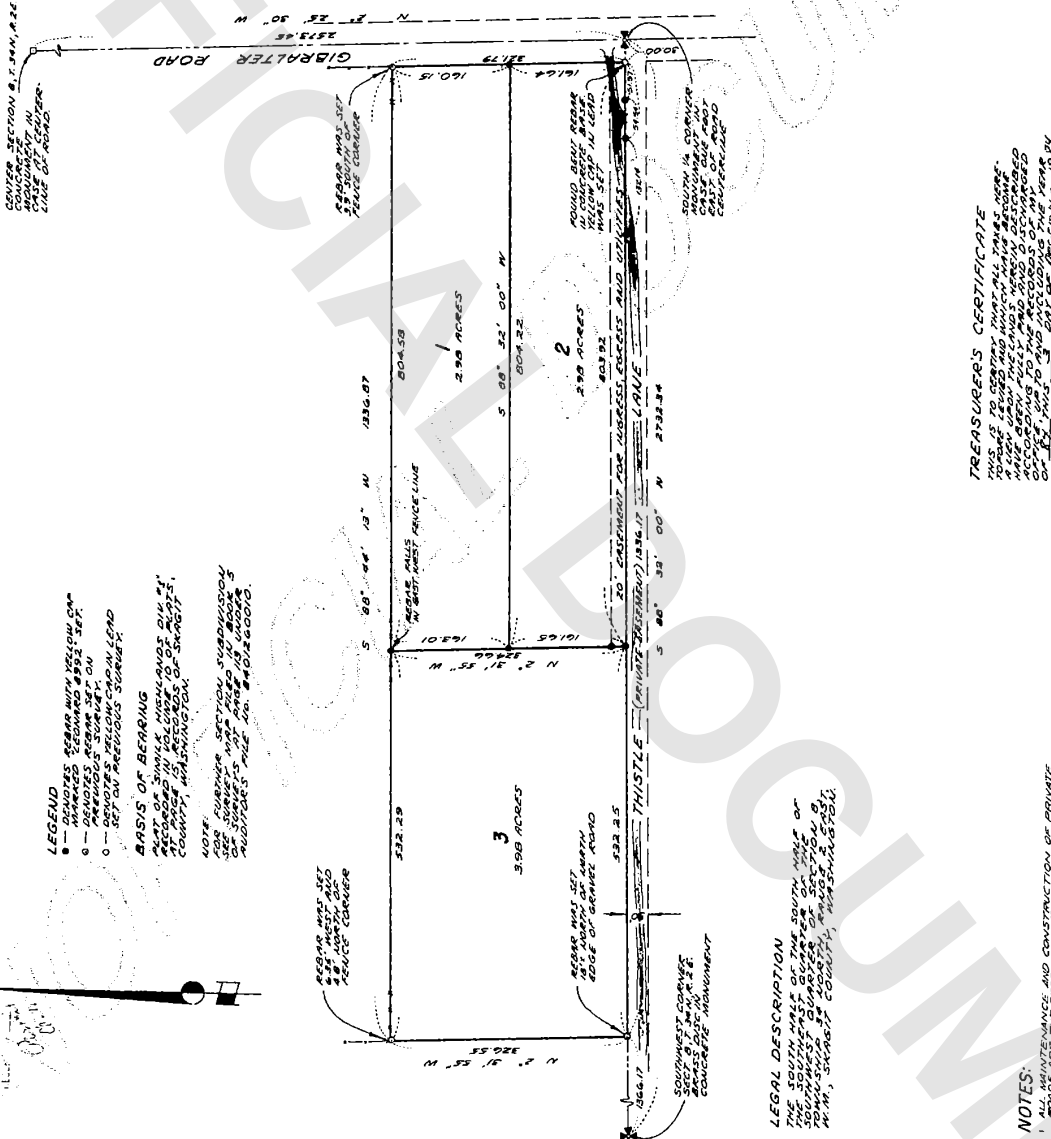
JOB NO. 84110

COVER SECTION 8, TWP. 34 N., R. 2 E., W.M.

LEGEND  
- DIMENSION BEARING WITH YELLOW OR MARKED TOWARD 8992.5 FT.  
- DIMENSION BEARING WITH OR WITHOUT BEARING SOURCE  
- BEARING SOURCE

BASIS OF BEARING  
ALL DIMENSIONS BEARING WITH YELLOW OR MARKED TOWARD 8992.5 FT. AT ANGLE IN RECORDS OF SURVEY, COUNTY, WASHINGTON.

NOTE:  
THE SURVEYOR HAS TAKEN SUFFICIENTLY GREAT CARE TO BE SURE THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.



LEGAL DESCRIPTION

THE SOUTHWEST CORNER OF THE 3000' X 1000' TRACT OF LAND IN SECTION 8, TWP. 34 N., R. 2 E., W.M., KING COUNTY, WASHINGTON.

NOTES:

- 1. ALL MAINTENANCE AND CONSTRUCTION OF PRIVATE AND PUBLIC UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER.
- 2. THE SURVEYOR HAS TAKEN SUFFICIENTLY GREAT CARE TO BE SURE THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.
- 3. THE SURVEYOR HAS TAKEN SUFFICIENTLY GREAT CARE TO BE SURE THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.
- 4. THE SURVEYOR HAS TAKEN SUFFICIENTLY GREAT CARE TO BE SURE THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.
- 5. THE SURVEYOR HAS TAKEN SUFFICIENTLY GREAT CARE TO BE SURE THAT THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE DECISIONS OF THE SUPREME COURT OF THE UNITED STATES.

TREASURER'S CERTIFICATE

I, the undersigned, being a duly qualified and sworn treasurer, do hereby certify that the above described land is the property of the State of Washington, County of King, and is being surveyed and platted for the purposes of the Public Lands Act of 1896, as amended, and that the survey is being made in accordance with the Acts of Congress and the decisions of the Supreme Court of the United States.

STATE COUNTY TREASURER

BY: \_\_\_\_\_

vol 6 SP 78 194

PUD #1  
1415 Freewilly Dr  
Mt. Vernon

8/1/23

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 5 1990

**9011050086 WATER PIPELINE EASEMENT**

Amount Paid \$  
By Skagit Co. Treasurer Deputy

THIS AGREEMENT is made this 1<sup>ST</sup> day of November, 1990 between KENNY L. PORTIS and KATHERINE T. PORTIS, husband and wife, hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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 line, lines or related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

The west 20 feet of Lot 8 and the south 20 feet of the west 102.84 feet of Lot 8, also

A 20 foot strip of land lying easterly of a line beginning at the northwest corner of Lot 8 with a bearing of N 1° 32' 14" W with a distance of 155 feet, being within Lot 9, also

A 20 foot strip of land lying easterly of a line beginning at the northeasterly corner of Lot 7 with a bearing of N 1° 32' 14" W for a distance of 200 feet, being within Lot 9.

All within the Plat of Sunrise Estates as recorded September 7, 1989, and recorded in Volume 14 of Plats at page 87-88, Auditors File Number 8909070009, records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 said line. The Grantor agrees that title to all timber, brush, trees, other vegetation or debris

**9011050086**

VOL **940** PAGE **562**

PUBLIC UTILITY DIST #1 SKAGIT CO.  
1415 Freewilly Drive  
Mount Vernon, Washington 98273

REC'D  
NOV 5 2 37 PM '90  
SKAGIT COUNTY

trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 1 day of November, 1990.

Kenny L. Portis  
Kenny L. Portis  
Katherine T. Portis  
Katherine T. Portis

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
PUBLIC

On this 1 day of November, 1990, personally appeared before me Kenny L. Portis & Katherine T. Portis and acknowledged the within and foregoing instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Judy Y. Curtis  
Notary Public in and for the State of  
Washington, residing at 10193

Pu0#1  
1415 Freeway Dr  
Mt. Vernon

6  
2  
800

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

NOV 5 1990

Amount Paid \$ - 0 -  
Skagit Co. Treasurer  
Deputy

**9011050087 WATER PIPELINE EASEMENT**

THIS AGREEMENT is made this 31<sup>st</sup> day of October, 1990, between  
PORTIS INCORPORATED hereinafter referred to as "Grantor", and  
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY,  
WASHINGTON, a Municipal Corporation, hereinafter referred to as  
"District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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  
line, lines or 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 of water over,  
across, along, in and under the following described lands and premises in the  
County of Skagit, State of Washington, to wit:

The west 20 feet of Lot 6, the west 20 feet of Lot 8 and the south 20  
feet of the west 102.84 feet of Lot 8, also

A 20 foot strip of land lying easterly of a line beginning at the  
northwest corner of Lot 8 with a bearing of N 1° 32' 14" W with  
distance of 155 feet, being within Lot 9, also

A 20 foot strip of land lying easterly of a line beginning at the  
northeasterly corner of Lot 7 with a bearing of N 1° 32' 14" W for a  
distance of 200 feet, being within Lot 9.

All within the Plat of Sunrise Estates as recorded September 7, 1989,  
and recorded in Volume 14 of Plats at page 87-88, Auditors File  
Number 8909070009, records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across  
adjacent lands of the Grantor; also, the right to cut and/or trim all brush,  
timber, trees or other growth standing or growing upon the lands of the  
Grantor 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 said line. The  
Grantor agrees that title to all timber, brush, trees, other vegetation or debris

RECORDED  
5-13-95  
JERIN: [unclear]  
[unclear]

**9011050087**

VOL 940 PAGE 564

PUBLIC UTILITY DIST #1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98273

trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 31<sup>st</sup> day of OCTOBER, 1990.

Katherine T. Portis *secretary / Treasurer*

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 31<sup>st</sup> day of OCTOBER, 1990, personally appeared before me KATHERINE T. PORTIS, to me known to be the SECRETARY / TREASURER who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said INDIVIDUAL for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute said instrument for said PORTIS Inc.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Mark E. Fredlund  
Notary Public in and for the State of  
Washington, residing at Mount Vernon



Land Title Company  
of Skagit County

628

SK:

95 OCT-9 P2-21

This Space Reserved For Recorder's Use:  
 RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
 REQUEST # \_\_\_\_\_

**9510090036**

Filed for Record at Request of  
Land Title Company of Skagit County

**AFTER RECORDING MAIL TO:**

Name Landex Associates, Inc.  
 Address 4504 Kingsway  
 City, State, Zip Anacortes, WA 98221

Escrow Number: T-76289-E

FIRST AMERICAN TITLE CO. (FULFILLMENT)  
 45-938 statutory Warranty Deed  
 THE GRANTOR NIELSEN BROTHERS, INC., A Washington corporation

for and in consideration of Fulfillment of Real Estate Contract

in hand paid, conveys and warrants to LANDEX ASSOCIATES, INC., a Washington corporation, as to an undivided one-half interest and TED TREPANIER, an unmarried man as his sole property, as to an undivided one-half interest the following described real estate, situated in the County of Skagit, State of Washington: See Attached Exhibit A

7659  
 SKAGIT COUNTY WASHINGTON  
 Real Estate Excise Tax  
 PAID

APR 20 1995

Amount Paid \$ 13,005.00  
 Skagit County Treasurer  
 By: [Signature] Deputy

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated April 19, 1995, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on April 19, 1995, Rec. No. 7659

Dated this 19th day of April, 1995

By Nielsen Brothers, Inc. By SKAGIT COUNTY WASHINGTON  
 Real Estate Excise Tax  
 By [Signature] By OCT - 9 1995  
 Robert C. Nielsen, President

STATE OF Washington }  
 County of Skagit } ss:

I certify that I know or have satisfactory evidence that Robert C. Nielsen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of Nielsen Brothers, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 20, 1995

[Signature]  
 Nancy Lea Gleave  
 Notary Public in and for the State of Washington  
 Residing at Mount Vernon  
 My appointment expires: 9-1-98



9510090036

BK 1482PGU573

LFB-11



## Exhibit A

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 4, Township 34 North, Range 2 East, W.M., lying West of the following described line:

Beginning at the Southeast corner of said Section 4;  
thence South 89 degrees 02'43" West along the South line thereof, a distance of 672.32 feet to the point of beginning of this description;  
thence North 02 degrees 57'37" East, a distance of 702.16 feet;  
thence North 12 degrees 05'04" West, a distance of 594.48 feet to the North line of said subdivision and the terminal point of this line description.

TOGETHER WITH that portion of Government Lots 1, 2 and 3 and the Southwest 1/4 of the Northeast 1/4 of Section 9, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at the Southwest corner of said Government Lot 3;  
thence North 00 degrees 35'36" West along the West line thereof and the West line of said Southwest 1/4 of the Northeast 1/4, a distance of 1,021.6 feet, more or less, to the Northwest corner of the South 330.00 feet of said Southwest 1/4 of the Northeast 1/4;  
thence North 89 degrees 02'43" East, a distance of 1,314.53 feet to the Northeast corner of said South 330.00 feet;  
thence North 00 degrees 06'25" West along the West line of Government Lots 2 and 1, a distance of 2,309.82 feet to the North line of said Section 9;  
thence North 89 degrees 02'43" East along said Section line, a distance of 661.81 feet to a point which is 672.32 feet from the Northeast corner of said Section 9;  
thence South 21 degrees 44'42" East, a distance of 619.22 feet;  
thence South 22 degrees 34'41" East, a distance of 644.17 feet;  
thence South 16 degrees 12'49" West, a distance of 283.19 feet;  
thence South 23 degrees 49'38" West, a distance of 530.00 feet;  
thence South 23 degrees 24'46" West, a distance of 1,706.49 feet to the South line of Government Lot 3;  
thence Westerly along the South line of Government Lot 3 to the point of beginning.

EXCEPT the following described tract:

Beginning at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 4;  
thence South 00 degrees 23'15" West along the West line thereof, a distance of 150.00 feet;  
thence North 89 degrees 28'53" East parallel with the North line of said subdivision, a distance of 100.00 feet;  
thence North 00 degrees 23'15" East parallel with the West line of said subdivision, a distance of 150.00 feet to the North line of said subdivision;  
thence South 89 degrees 28'53" West along said North line, a distance of 100.00 feet to the point of beginning,

AND EXCEPT County road along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 4,

AND EXCEPT the West 20.00 feet of the South 330.00 feet of the Southwest 1/4 of the Northeast 1/4 of Section 9,

AND EXCEPT the West 20.00 feet of said Government Lot 3, all as conveyed to Skagit County for road purposes by deed recorded September 15, 1913, in Volume 93 of Deeds, page 312.

TOGETHER WITH all tidelands of the second class, as conveyed by the State of Washington in deed recorded May 21, 1912, under Auditor's File No. 91418, lying in front of, adjacent to and abutting upon that portion of Government Lot 3 in Section 9, Township 34 North, Range 2 East, W.M., lying East of the East line of the Jessie Thompson Road No. 241 produced South, EXCEPT that portion thereof lying Easterly of a line extending into the tidelands from Government Lot 3 being South 23 degrees 24'46" West.

Situate in the County of Skagit, State of Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the existing road located on Grantor's property to the east, 30 feet on either side of the center line of said existing road, leading from Stevenson Road to Grantee's east line. If said easement is required to be dedicated to Skagit County to meet their road requirements at any time in the future, Grantor agrees this easement shall be converted to a dedicated County road.

Seller retains timber rights on the above described real estate for three (3) years from date of recording of the subject Real Estate Contract, or until the timber is harvested, whichever is sooner, pursuant to Paragraph 5 of that certain Real Estate Purchase and Sale Agreement between the parties hereto dated October 29, 1994, the provisions of which are incorporated by this reference.

9510090036

BK1482160574

PUO #1  
1415 Freeway Dr  
Mt. Vernon

916  
800

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

**9011050087** WATER PIPELINE EASEMENT

NOV 5 1990

Amount Paid \$ -0-  
Skagit Co. Treasurer  
Deputy

THIS AGREEMENT is made this 31<sup>st</sup> day of October, 1990, between  
PORTIS INCORPORATED hereinafter referred to as "Grantor", and  
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY,  
WASHINGTON, a Municipal Corporation, hereinafter referred to as  
"District". Witnesseth:

WHEREAS, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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  
line, lines or 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 of water over,  
across, along, in and under the following described lands and premises in the  
County of Skagit, State of Washington, to wit:

The west 20 feet of Lot 6, the west 20 feet of Lot 8 and the south 20  
feet of the west 102.84 feet of Lot 8, also

A 20 foot strip of land lying easterly of a line beginning at the  
northwest corner of Lot 8 with a bearing of N 1° 32' 14" W with  
distance of 155 feet, being within Lot 9, also

A 20 foot strip of land lying easterly of a line beginning at the  
northeasterly corner of Lot 7 with a bearing of N 1° 32' 14" W for a  
distance of 200 feet, being within Lot 9.

All within the Plat of Sunrise Estates as recorded September 7, 1989,  
and recorded in Volume 14 of Plats at page 87-88, Auditors File  
Number 8909070009, records of Skagit County, Washington.

together with the right of ingress to and egress from said lands across  
adjacent lands of the Grantor; also, the right to cut and/or trim all brush,  
timber, trees or other growth standing or growing upon the lands of the  
Grantor 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 said line. The  
Grantor agrees that title to all timber, brush, trees, other vegetation or debris

RECORDED  
NOV 5 1990  
P. J. GAY

**9011050087**

VOL **940** PAGE **564**

PUBLIC UTILITY DIST # 1 SKAGIT CO.  
1415 Freeway Drive  
Mount Vernon, Washington 98273

trimmed, cut and removed from the easement pursuant to this Agreement is vested in the District.

Grantor, its 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 shall conduct its 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 also agrees to and with the District that the Grantor lawfully owns 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 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 hereunto sets his hand and seal this 31<sup>st</sup> day of OCTOBER, 1990.

Katherine T. Portis *secretary / treasurer*

STATE OF WASHINGTON  
COUNTY OF SKAGIT

On this 31<sup>st</sup> day of OCTOBER, 1990, personally appeared before me KATHERINE T. PORTIS, to me known to be the SECRETARY / TREASURER who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said INDIVIDUAL, for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute said instrument for said PORTIS INC.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year herein above written.

Mark E. Fredlund  
Notary Public in and for the State of  
Washington, residing at Mount Vernon

161050048

**LEGAL DESCRIPTION**

THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 34 N, RANGE 2 E, W. 1/4, COUNTY OF SKAGIT, STATE OF WASHINGTON.

**NOTES**

1. THE PLAT NUMBER AND DATE OF APPROVAL SHALL BE AS SHOWN ON THE PLAT.
2. ANY BUILDING SHALL BE DESIGNED ON ANY RESIDENTIAL OR COMMERCIAL STRUCTURES WHICH ARE NOT IN THE ZONING DISTRICT OF SAID COUNTY THE STREET FRONTAGE SHALL BE MAINTAINED.
3. CHANGE IN LOCATION OF ACCESS MAY REQUIRE CHANGE OF PLAT NUMBER AND DATE OF APPROVAL.
4. ANY CHANGES TO THE PLAT SHALL BE MADE BY THE SPECIAL DESIGN, CONSTRUCTION AND MAINTENANCE REQUIREMENTS SET FORTH IN THE PLAT.
5. FOR SPECIAL PURPOSES, YOU MAY BE SUBJECT TO ADDITIONAL ZONING REGULATIONS AND REQUIREMENTS.
6. OPERATING IN ANY MANNER DURING ANY 24 HOUR PERIOD WHICH MAY BE SUBJECT TO ADDITIONAL ZONING REGULATIONS AND REQUIREMENTS.
7. THE APPLICATION BY SIGNATURE OR OTHERWISE OF AN INDIVIDUAL OR ENTITY, OR ANY PART THEREOF, SHALL BE DEEMED TO BE A STATEMENT OF INTENT TO OPERATE AS A HIGH PRIORITY AND FAVORABLE FOR SPECIAL PURPOSES.
8. THE SPECIAL PURPOSES OF THIS PLAT ARE CONSIDERED TO BE A HIGH PRIORITY AND FAVORABLE FOR SPECIAL PURPOSES.
9. THE SPECIAL PURPOSES OF THIS PLAT ARE CONSIDERED TO BE A HIGH PRIORITY AND FAVORABLE FOR SPECIAL PURPOSES.
10. THE SPECIAL PURPOSES OF THIS PLAT ARE CONSIDERED TO BE A HIGH PRIORITY AND FAVORABLE FOR SPECIAL PURPOSES.

**EASEMENT PROVISIONS**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SAID LOT INCLUDING BUT NOT LIMITED TO ELECTRIC, GAS, WATER, SEWER, TELEPHONE, CABLE TELEVISION, AND ALL OTHER UTILITIES. SAID COUNTY PUBLIC UTILITY DEPARTMENT SHALL HAVE THE RIGHT TO INSTALL AND MAINTAIN THE STREET FRONTAGE OF ALL LOTS IN WHICH TO INSTALL LINES, CONDUITS, PIPES AND APPURTENANCES ATTACHED HERETO FOR THE PURPOSE OF PROVIDING SERVICE TO THE SAID LOTS AND TO THE TRAILS AND TRACKS AT ALL TIMES FOR THE PURPOSES STATED. WHEN THE UNDESIRABLE DAMAGE IT CAUSES TO ANY REAL PROPERTY OWNER IN THE SUBDIVISION BY THE EXERCISE OF RIGHTS AND PRIVILEGES RESERVED BY THIS PLAT.

**DEDICATION**

THE UNDERSIGNED HAS HEREBY DEDICATED TO THE PUBLIC THE TRACT OF LAND HEREIN DESCRIBED, TOGETHER WITH ALL RIGHTS AND INTERESTS THEREIN, TO BE USED AS A PUBLIC ROAD, TRAIL, OR OTHER PUBLIC USE. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS. THE DEDICATION IS MADE SUBJECT TO THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS.

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ON THIS 4th day of October 1996, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared the person who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 2-15-99

**BURNEYS CERTIFICATE**

I, JOHN A. FAYON, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF THE LANDS HEREIN DESCRIBED IS BASED ON AN ACTUAL SURVEY, WHICH IS PRACTICABLE AND BASED ON A TRUE COMPARISON OF THE SECTION, AND THAT THE DIMENSIONS SHOWN THEREON HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

STATE OF WASHINGTON  
COUNTY OF SKAGIT  
THIS IS TO CERTIFY THAT ALL TAXES HEREIN REFERRED TO HAVE BEEN PAID AND DISBURSED ACCORDING TO THE RECORDS OF THE COUNTY CLERK.

WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

**PLAT OF ESTATES AT SUMMIT PARK DIV. I**

IN THE SW 1/4, NE 1/4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W. 1/4, COUNTY OF SKAGIT, STATE OF WASHINGTON.

FILED FOR RECORD THIS 21st DAY OF OCTOBER 1996 AT 15 MINUTES PAST 10 O'CLOCK A.M. AND RECORDED IN VOLUME 16 OF PLATS OF SKAGIT COUNTY, WASHINGTON COUNTY CLERK'S OFFICE.

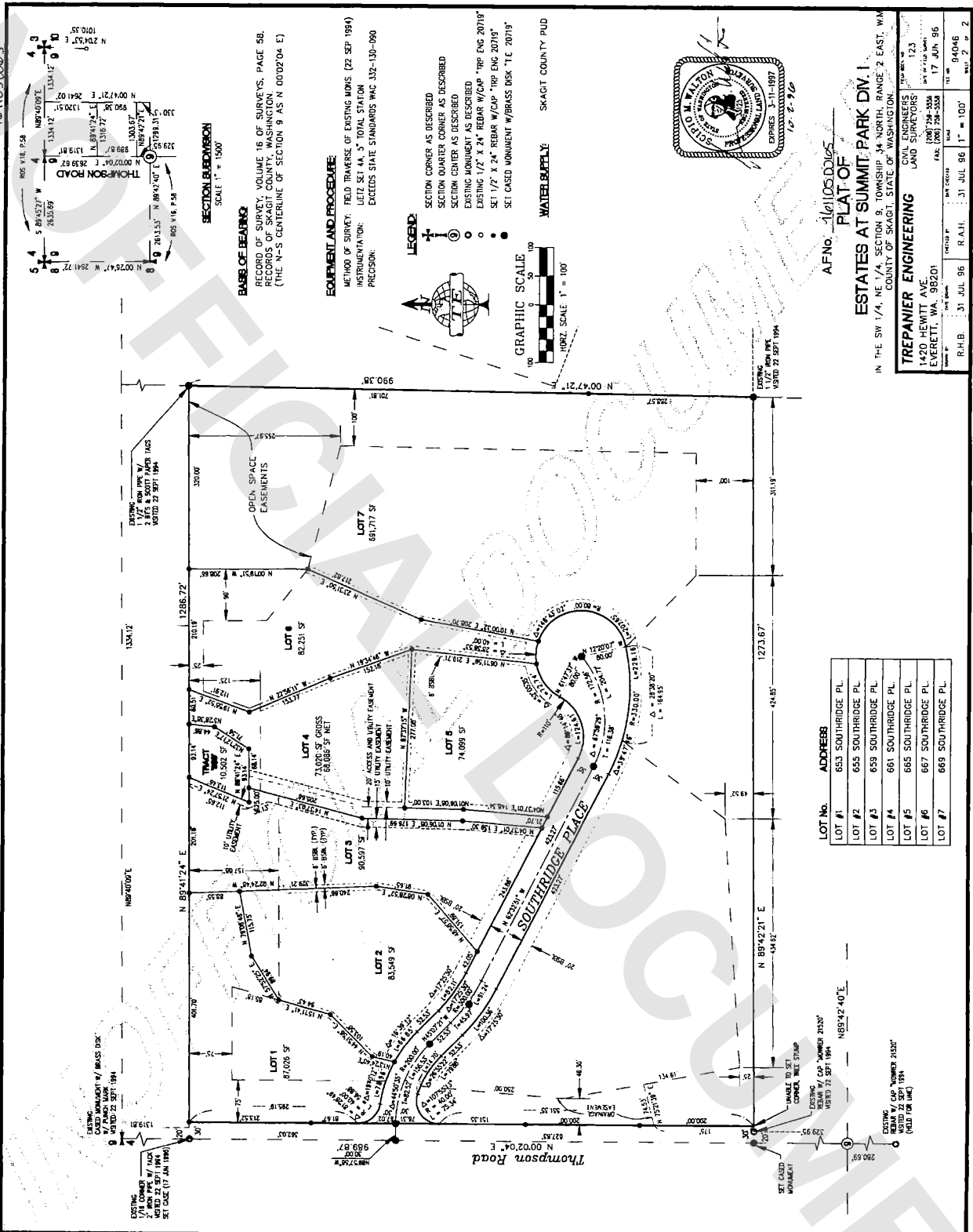
WITNES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
Notary Public  
STATE OF WASHINGTON  
COMMISSION EXPIRES 10-25-96

PREPARED BY: TREPANIER ENGINEERING  
1420 HEWITT AVE.  
EVERETT, WA 98201  
R.H.B. 31 JUL 96 R.A.H. 31 JUL 96

LAND SURVEYORS  
123  
1420 HEWITT AVE.  
EVERETT, WA 98201  
R.H.B. 31 JUL 96 R.A.H. 31 JUL 96

V. 16 P. 145

1011050005



AFNo: 1011050005  
**PLAT OF**  
**ESTATES AT SUMMIT PARK DIV. I**  
IN THE SW 1/4, NE 1/4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, WM  
COUNTY OF SKAGIT, STATE OF WASHINGTON

**TREPANIER ENGINEERING**  
CIVIL ENGINEERS  
LAND SURVEYORS  
1420 HEWITT AVE  
EVERETT, WA, 98201

R.H.B. 31 JUL 96 R.A.H. 31 JUL 96 "1" = 100'  
94046 94046  
17 JUN 96 17 JUN 96  
1:16 2:16

U-16 9163 P. 146

LOT No.	ADDRESS
LOT #1	653 SOUTHRIDGE PL.
LOT #2	655 SOUTHRIDGE PL.
LOT #3	659 SOUTHRIDGE PL.
LOT #4	661 SOUTHRIDGE PL.
LOT #5	665 SOUTHRIDGE PL.
LOT #6	667 SOUTHRIDGE PL.
LOT #7	669 SOUTHRIDGE PL.







200107190089  
Skagit County Auditor

7/19/2001 Page 1 of 3 11:19:38AM

RETURN TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
P.O. Box 1436  
Mount Vernon, WA 98273-1436

**WATER PIPELINE EASEMENT**

THIS AGREEMENT is made this 24 day of July, 2001, between MARK A. EDSON and CAROLYN A. EDSON, 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, Grantors 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, Grantors, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P116659, P73555 & P16296  
See Attachment "A"

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, 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. Grantors 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 Grantors also agree to and with the District that the Grantors 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 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.



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 hereunto sets his hand and seal this 24<sup>th</sup> day of July, 2001.

[Signature]  
Mark A. Edson

[Signature]  
Carolyn A. Edson

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Mark A. Edson 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 to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 7/18/01

[Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 4/19/03



Water Pipeline Easement  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 19 2001

Amount Paid \$  
Skagit County Treasurer  
By: [Signature] Deputy

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Carolyn A. Edson 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 for the uses and purposes mentioned in the instrument.

Date: 7/18/01

[Signature]  
Notary Public in and for the State of Washington

My appointment expires: 4/19/03



200107190089  
Skagit County Auditor  
7/19/2001 Page 2 of 3 11:19:38AM

## ATTACHMENT "A"

LEGAL DESCRIPTION OF AN EASEMENT OVER AN EXISTING WATERLINE AFFECTING BLOCKS 47 AND 67, "PLAT OF THE TOWNSITE OF GIBRALTER, SKAGIT COUNTY, WASHINGTON, U.S.A.," AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGES 19 AND 20, RECORDS OF SKAGIT COUNTY, WA. LOCATED IN SW 1/4, SECTION 17, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.

That portion of said Blocks 47 and 67 more particularly described as follows:

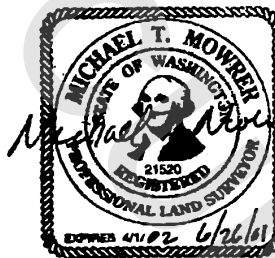
A strip of land 20.00 feet in width, lying 10.00 feet on each side of the following described centerline;

Commencing at the Southwest corner of said Block 47, thence South 89 degrees 29 minutes 02 seconds East along the South line thereof 479.31 feet to the Southeast corner of said Block 47,

THENCE South 16 degrees 44 minutes 20 seconds West for a distance of 247.98 feet to the true point of beginning of this description;  
 THENCE North 09 degrees 03 minutes 07 seconds West for a distance of 34.20 feet;  
 THENCE North 21 degrees 57 minutes 56 seconds East for a distance of 156.93 feet;  
 THENCE North 00 degrees 03 minutes 44 seconds West for a distance of 83.04 feet;  
 THENCE North 45 degrees 00 minutes 00 seconds West for a distance of 58.86 feet;  
 THENCE South 84 degrees 57 minutes 14 seconds West for a distance of 166.33 feet;  
 THENCE South 89 degrees 39 minutes 59 seconds West for a distance of 202.59 feet;  
 THENCE North 33 degrees 17 minutes 58 seconds West for a distance of 63.46 feet;  
 THENCE North 00 degrees 55 minutes 22 seconds East for a distance of 231.02 feet;  
 THENCE North 24 degrees 15 minutes 42 seconds East for a distance of 44.73 feet;  
 THENCE North 38 degrees 36 minutes 51 seconds East for a distance of 154.68 feet;  
 THENCE North 47 degrees 27 minutes 27 seconds East for a distance of 75.52 feet to the terminus of said centerline.

TOGETHER with that portion of the South One Half of vacated Virginia Street lying West of the above described centerline and East of the centerline of vacated Wyoming Street.

Prepared by Michael Mowrer and Associates  
 17424 Mallard Cove Lane  
 Mount Vernon, WA. 98274  
 360-422-6097



200107190089  
 Skagit County Auditor

7/19/2001 Page 3 of 3 11:19:38AM

200403090025  
Skagit County Auditor

3/9/2004 Page 1 of 2 9:40AM

RETURN TO:  
Public Utility District No. 1 of Skagit County  
Post Office Box 1436  
Mount Vernon WA 98273-1436

**WATER PIPELINE EASEMENT**

THIS AGREEMENT is made this 29<sup>th</sup> day of January, 2004, between ASC SAND AND GRAVEL hereinafter referred to as "Grantor", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, Grantors, 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 line, lines or 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 of water over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

**P20168**

The following described real estate, situated in the County of Skagit, State of Washington: The East 841.46 feet of Lot 4, Short Plat No. 94-022, approved November 23, 1994, recorded November 29, 1994 in Volume 11 of Short Plats, pages 149 to 151, inclusive, under Auditor's File No. 9411290033 and being a portion of the West 1/2 of Section 8, Township 34 North, Range 2 East, W.M. (being approximately 60 feet in width);

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor 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 agrees that title to all timber, brush, trees, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, 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. Grantors 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 Grantors also agree to and with the District that the Grantors 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 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.

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 hereunto sets his hand and seal this 27<sup>th</sup> day of JANUARY, 2004.

William W. Wooding  
William W. Wooding, President  
ASC Sand & Gravel

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **William W. Wooding** 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 **President of ASC Sand & Gravel** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: JANUARY 29, 2004

Sonna Cook  
Notary Public in and for the State of Washington  
My appointment expires: 7-27-07

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

MAR 09 2004

Amount Paid \$  
Skagit County Treasurer  
By: [Signature] Deputy

200403090025  
Skagit County Auditor

3/9/2004 Page 2 of 2 9:40AM



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 11<sup>th</sup> 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 9<sup>th</sup> day of May, 2005

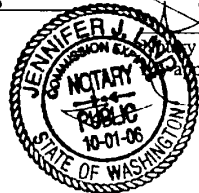
[Signature]  
RANDALL L. HAWKINSON

[Signature]  
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



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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

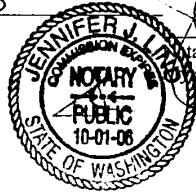
MAY 12 2005

Amount Paid \$  
By [Signature] Skagit Co. Treasurer  
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



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



200505120005  
Skagit County Auditor



200509290054  
Skagit County Auditor

9/29/2005 Page 1 of 7 10:02AM

When Recorded Return To:

Puget Sound Energy, Inc,  
Corporate Facilities, PSE 10S  
PO Box 97034  
Bellevue, WA. 98009-9734



**AGREEMENT AND EASEMENT FOR A PRESSURE REDUCING VALVE STATION AND SCADA ANTENNA WITH POLE**

REFERENCE #: March Point Thompson Road  
GRANTOR: Puget Sound Energy, Inc.  
GRANTEE: Skagit County PUD #1  
LEGAL DESCRIPTION: Portion of Sec 4, Twns 34, R 2, Skagit County, Washington  
ASSESSOR'S PROPERTY TAX PARCEL: P19834

THIS AGREEMENT made this 21 day of ~~SEPTEMBER~~ 2005, between PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), and SKAGIT COUNTY PUD #1 ("Grantee" herein);

WHEREAS, PSE is the owner of a parcel of land known as March Point Switch, described as follows: A Portion of vacated Blocks 13 through 24, of The Railroad Addition to Anacortes, as per plat recorded in Volume 2, of Plats, page 36, records of Skagit County, Washington, and

WHEREAS, such portion of land is presently owned and occupied by PSE in connection with PSE'S utility operations, (said property being hereafter referred to as "PSE'S Property"); and

WHEREAS, Grantee desires an easement for a Pressure Reducing Value Station together with a 22 foot wooden pole and SCADA antenna across PSE'S property at a location shown in Exhibit "A" attached and more specifically described herein below know as the "Easement Area";

The East 15 feet of the South 35 feet of Block 24, of the Railroad Addition to Anacortes, as per plat recorded in Volume 2 of Plats, Page 36, Records of Skagit County, Washington. At the Southeast corner of the easement area lies a concrete monument with brass disc, as denoted in and set for that survey recorded in Volume 9 of Surveys, Page 125, Records of Skagit County, Washington. The East line of said easement also being the West line of County Road right of way known as Thompson Road ( formerly called First Avenue in the Railroad Addition ).

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, PSE hereby conveys and quitclaims to Grantee the following easement:

A. A nonexclusive perpetual easement over, across, along, in, upon and under that portion of PSE'S Property described as the "Easement Area" and by this reference made a part hereof for the purposes of installing, constructing, operating, maintaining, removing, repairing, replacing and using a Pressure Reducing Valve Station and appurtenances thereto (herein the "Improvements"), together with the nonexclusive right of ingress to and egress from said portion of PSE'S Property for the foregoing purposes.

The terms "Easement" and "Easement Area" in this instrument refer to the easement herein granted on PSE'S Property and as described above.

C.O. # 4339

This Easement is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. **Cost of Construction and Maintenance.** Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of the Improvements.
2. **Compliance with Laws and Rules.** The Grantee shall construct, maintain and use the Improvements in accordance with the requirements of PSE, the National Electric Safety Code and any statute, order, rule or regulation of any public authority having jurisdiction.
3. **Use of PSE'S Property by PSE.** Grantee's rights herein shall at all times be subordinate to such rights of PSE as are necessary to preserve and maintain the capabilities of PSE'S Property to be used for utility purposes, and nothing herein contained shall prevent or preclude PSE from undertaking construction, installation and use of any utility facilities within PSE'S Property. PSE shall not be liable to Grantee or to Grantee's employees, agents, or to any other party benefiting from said Improvements, for loss or injury resulting from any damage or destruction of the Improvements directly or indirectly caused by PSE'S existing or future use of PSE'S Property.
4. **Required Prior Notice and Approval of Plans and Specifications.** Prior to any installation, alteration, replacement or removal of the Improvements or any other major activity by Grantee on PSE'S Property, Grantee shall give PSE written notice thereof together with preliminary plans and specifications for the same at least six (6) months prior to the scheduled commencement of such activity. PSE shall have the right to require that such plans and specifications be modified, revised or otherwise changed to the extent that the final plans and specifications therefor shall include provisions for the protection of PSE'S facilities, the prevention of hazardous conditions and minimum interruption to PSE'S utility operations. No such activity shall be commenced without PSE'S prior written approval of the plans and specifications therefor and all changes or amendments thereto, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of any emergency requiring immediate action by Grantee for protection of the Improvements, persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.

Nothing herein shall be deemed to impose any duty or obligation on PSE to determine the adequacy or sufficiency of the Grantee's plans and specifications, or to ascertain whether Grantee's construction is in conformance with the plans and specifications approved by PSE.

5. **As-Built Survey.** Upon PSE'S request, Grantee shall promptly provide PSE with as-built drawings and survey showing the location and elevations of the Improvements on PSE'S Property.
6. **Grantee's Use and Activities.** Grantee shall exercise its rights under this Agreement so as to minimize and avoid, insofar as possible, interference with the use by PSE of PSE'S Property for utility purposes and shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger PSE'S operations or facilities. Grantee shall install the Improvements and conduct any other of its substantial activities on PSE'S Property as may be communicated to Grantee by PSE for the purpose of protecting PSE'S facilities, preventing hazardous conditions and minimizing interruptions to PSE'S utility operations.
7. **Coordination of Activities.** Grantee shall give at least 10 days advance written notice of the proposed dates of its construction, repair and maintenance activities on PSE'S Property to PSE'S North Division office (presently headquartered at Burlington Washington), or such other division office of PSE as PSE may from time to time designate. Grantee shall cooperate in the revision of such dates and/or the coordination of its activities with those of PSE'S if deemed necessary by PSE to minimize conflicts, insure protection to each parties facilities, prevent hazardous conditions, or minimize interruption of PSE'S operations. Provided, however, that in the event of an emergency requiring immediate action by Grantee for the protection of its Improvements or other persons or property, Grantee may take such action upon such notice to PSE as is reasonable under the circumstances.
8. **Work Standards.** All work to be performed by Grantee on PSE'S Property shall be designed and constructed so as to withstand the consequences of any short circuit of any of PSE'S electric facilities now or hereafter installed on PSE'S Property. All work to be performed by Grantee on PSE'S Property shall also be in accordance with the plans and specifications submitted to and approved by PSE and shall be completed in a careful and workmanlike manner to PSE'S satisfaction, free of claims or liens; however, nothing herein shall be deemed

200509290054  
Skagit County Auditor



to impose a duty or obligation on PSE with respect to the sufficiency thereof. Without limitation to the foregoing, Grantee shall exercise the utmost caution when conducting its activities in the vicinity of any of PSE'S energized utility lines in order to prevent any contact therewith. Upon completion of such work Grantee shall remove all debris and restore the ground surface as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments which were disturbed or destroyed during construction. Grantee shall also pay to PSE all of PSE'S costs necessary to re-establish destroyed survey references and hubs established by PSE in conjunction with any survey for new facilities on PSE'S Property.

9. **Changes and Repairs to PSE'S Facilities.** Grantee shall promptly pay to PSE the cost of any relocation, alteration, restoration and other changes or repairs to PSE'S facilities which PSE shall reasonably deem necessary by reason of the construction, use and maintenance of the Improvements or other activities of Grantee on PSE'S Property. Without limitation to the foregoing, Grantee shall promptly pay to PSE the cost of temporary raising of wires and the realignment or strengthening of power poles or towers made necessary by Grantee's activities pursuant to this Agreement. If PSE so requests, Grantee shall provide assurance of payment satisfactory to PSE prior to PSE'S commencement of such work. PSE shall accomplish such changes or repairs, subject to the availability of labor and materials. For the purpose of this paragraph, "cost" shall be defined as all direct or assignable costs of materials, labor and services including overhead, in accordance with charges for transportation of men, material, and equipment, storage expense of material and rental of equipment.

10. **Access.** The Grantee shall design, construct, maintain and use its Improvements in such fashion as to permit reasonable and continuous access along PSE'S Property in all directions, and in such fashion as to accommodate and support vehicular travel over and across the Improvements, including travel by cranes and trucks with heavy loads. Grantee shall at all times keep PSE'S Property free and clear of all obstructions and equipment. If requested by PSE, the Grantee shall make provisions for continued access by PSE along PSE'S Property during construction of the Improvements.

11. **Inspectors.** PSE shall appoint one or several PSE representatives who shall serve as inspectors to oversee all work to be performed by Grantee on PSE'S Property. Grantee shall not carry on any work unless it has given such notice to PSE as may be reasonable in the circumstances so as to allow for the presence of such inspector or inspectors. Grantee and Grantee's contractors shall promptly and fully comply with all orders and directions of PSE'S inspectors, including without limitation, cessation of work, and Grantee's construction contracts shall so provide. Grantee shall promptly pay PSE'S charge for such inspectors.

12. **Conflict with Future Installations of PSE.** In the event that it should become necessary for PSE to install additional utility systems for purposes of transmission, distribution and sale of gas, electricity, communications and other network commodities or services or otherwise use PSE'S Property and if, in the sole judgment of PSE, the location, existence and use of the Improvements interferes with such installation or use to the extent that it is impracticable or substantially more expensive to accomplish such installation or use, or that such installation or use may pose a hazard because of the location, existence or use of the Improvements, Grantee shall have the obligation to either, in Grantee's sole discretion, (a) protect, modify or relocate the Improvements at the cost and expense of Grantee, so as to remove the interference or hazard to PSE'S satisfaction, or (b) to reimburse PSE for its added costs of design, construction and installation to avoid such interference or hazard. In the event PSE intends to undertake any such construction, PSE shall give Grantee reasonable advance written notice of such intention together with preliminary plans and specifications for such work, identifying the potential interference or hazard and all design information relating thereto. In no event shall such notice and plans be required to be given more than six months prior to the scheduled commencement of work.

Within one month after receiving such notice from PSE, Grantee shall give written notice to PSE by which notice Grantee will elect to (a) protect, modify or relocate the Improvements, or (b) reimburse PSE for its said added costs. If the Grantee elects to protect, modify or relocate the Improvements it shall commence work promptly and diligently prosecute such work to completion prior to the scheduled date of commencement of PSE'S construction. If Grantee elects to pay PSE'S added costs, Grantee shall give PSE satisfactory assurance of payment of such costs at the time such notice of election is given. If Grantee does not so elect one of the above-described options by giving PSE the required notice, PSE shall be entitled to make such an election on behalf of Grantee, Grantee agrees that this election shall be binding upon Grantee and have the same effect as if made by Grantee. If PSE so elects option (a) described herein or if Grantee elects option (a) and fails to commence and prosecute its work as



200509290054  
Skagit County Auditor

contemplated herein, PSE may, at its option, undertake such work on behalf of Grantee as PSE deems necessary pursuant to option (a) and Grantee shall promptly pay PSE for all costs incurred by PSE in performing such work. PSE'S costs reimbursable under this paragraph are defined as in Paragraph 9 herein.

13. **Termination for Breach.** In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of PSE'S giving Grantee written notice thereof, or within such other period of time as may be reasonable in the circumstances, PSE may terminate Grantee's rights under this Agreement in addition to and not in limitation of any other remedy of PSE at law or in equity, and the failure of PSE to exercise such right at any time shall not waive PSE'S right to terminate for any future breach or default.

14. **Termination for Cessation of Use.** In the event Grantee ceases to use the Improvements for a period of five (5) successive years, this Agreement and all Grantee's rights hereunder shall automatically terminate and revert to PSE.

15. **Release of Improvements on Termination.** No termination of this Agreement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to remove the Improvements from PSE'S Property and restore the ground.

16. **Removal of Improvements on Termination.** Upon any termination of this Agreement, Grantee shall promptly remove from the Easement Area its Improvements and restore the ground to the condition now existing or, in the alternative, take such other mutually agreeable measures to minimize the impact of the Improvements on PSE'S Property. Such work, removal and restoration shall be done at the sole cost and expense of Grantee and in a manner satisfactory to PSE. In case of failure of Grantee to so remove its Improvements, restore the ground or take such other mutually agreed upon measures, PSE, may, after reasonable notice to Grantee, remove Grantee's Improvements, restore the ground or take such measures at the expense of Grantee, and PSE shall not be liable therefor.

17. **Third Party Rights.** PSE reserves all rights with respect to its property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.

18. **Release and Indemnity.** Grantee does hereby release, indemnify and promise to defend and save harmless PSE from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by PSE in defense thereof, asserted or arising directly or indirectly on account of or out of (1) acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein, or (2) acts and omissions of PSE in its use of PSE'S Property which affect Grantee's employees, agents, contractors, and other parties benefiting from said Improvements; provided, however, this paragraph does not purport to indemnify PSE against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of PSE or PSE'S agents or employees.

19. **Insurance.** Prior to Grantee's construction activities or other substantial activities on PSE'S Property under the rights provided herein, Grantee shall submit to PSE evidence that Grantee or Grantee's contractors has obtained comprehensive general liability coverage naming PSE as an additional insured (including broad form contractual liability coverage) satisfactory to PSE with limits no less than the following:

Bodily Injury Liability, including automobile bodily injury	\$2,000,000 each occurrence
Property Damage Liability, including automobile property damage liability	\$2,000,000 each occurrence

Said evidence shall be submitted on PSE'S Certificate of Insurance standard form (which form PSE shall provide upon request) or such other form as PSE may from time to time approve.

Said coverage shall be maintained by Grantee or Grantee's contractors during the period when such activities take place.



200509290054  
Skagit County Auditor

20. **Taxes and Assessments.** Grantee shall promptly pay or reimburse PSE for any taxes and/or assessments levied as a result of this Agreement or relating to the Grantee's improvements constructed pursuant to this Agreement.

21. **Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by PSE affecting PSE'S Property subject to this Agreement. PSE does not warrant title to PSE'S Property and shall not be liable for defects thereto or failure thereof.

22. **Notices.** Unless otherwise provided herein, notices required to be in writing under this Agreement shall be given as follows:

If to Puget: Puget Sound Energy, Inc.  
Corporate Facilities Dept., PSE10S  
P.O. Box 97034  
Bellevue, WA 98009-9734

If to Grantee: Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
Mt. Vernon, WA 98273-1436

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

23. **Assignment.** Grantee shall not assign its rights hereunder. No assignment of the privileges and benefits accruing to Grantee herein, and no assignment of the obligations or liabilities of Grantee herein, whether by operation of law or otherwise, shall be valid without the prior written consent of PSE.

24. **Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

25. **Liability.** In the event of any assignment of the rights hereunder, the liability of Grantee and its assignees shall be joint and several.

EXECUTED as of the date hereinabove set forth.

ACCEPTED:

GRANTEE

GRANTOR

PUD NO.1 OF SKAGIT COUNTY

PUGET SOUND ENERGY, INC.

By: *Kenneth K. Kukuk*  
Kenneth K. Kukuk  
Its: *General Manager*  
General Manager

By: *[Signature]*  
Its: Director, Corporate Facilities

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 29 2005  
Amount Paid \$  
Skagit Co. Treasurer  
By: *[Signature]* Deputy

200509290054  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 21 day of SEPTEMBER, 2005, before me, the undersigned, personally appeared R. S. MCNULTY, to me known to be the Director Corporate Facilities of PUGET SOUND ENERGY, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

Tim M. Albright  
Print Name TIM M. ALBRIGHT  
Notary Public in and for the State of  
Washington, residing at SEATTLE  
My commission expires 9/21/06

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING- SKAGIT )

On this 9<sup>th</sup> day of September, 2005, before me, the undersigned, personally appeared Kenneth K. Kukuk, to me known to be the General Manager PAID #1 of Skagit County, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

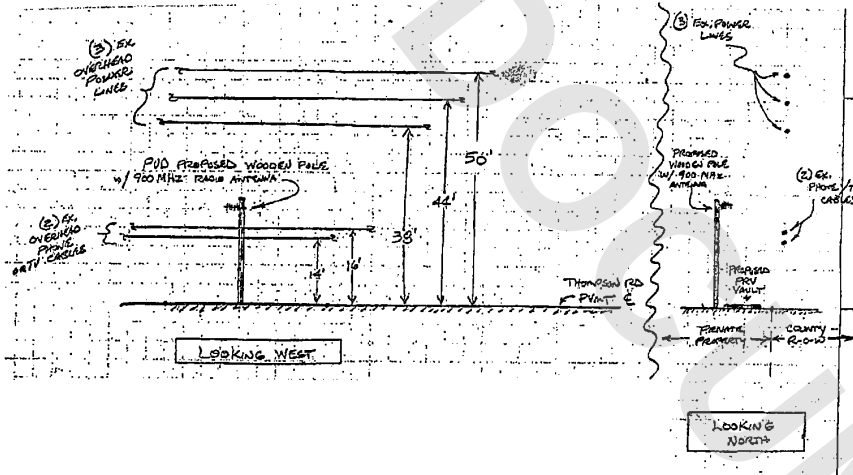
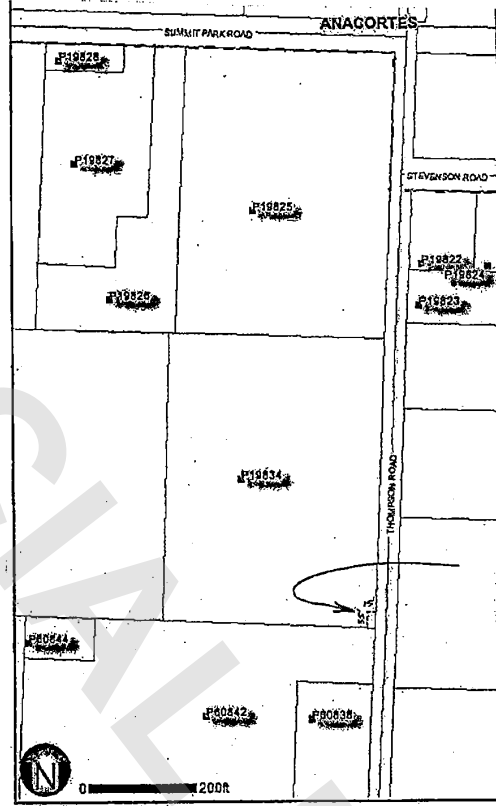
WITNESS my hand and official seal hereto affixed the day and year above written.



Kim A. Carpenter  
Print Name Kim A. Carpenter  
Notary Public in and for the State of  
Washington, residing at Mauet Vernon  
My commission expires 08/09/2009

200509290054  
Skagit County Auditor

EXHIBIT A



200509290054  
 Skagit County Auditor



200606230109  
Skagit County Auditor

6/23/2006 Page 1 of 4 11:07AM

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 12<sup>th</sup> day of June, 2006, between DOUGLAS M. McPHEE and CATHERINE M. McPHEE, husband and wife, hereinafter referred to as "Grantors", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, Grantors, for and in consideration of \$2,500, 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 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 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:

Parcel No. P73551  
Parcel No. P73521  
(See Exhibit "A" - Attached)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 23 2006

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]*

Permanent Easement

That portion of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., Blocks 22 and 42 with included alleys and streets as would attach by operation of law, in the Plat of the Townsite of Gibraltar, as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington, more particularly described as follows:

The West 35.00 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., lying between the centerline of Block 22 in said Plat and the centerline of vacated Virginia Street in said Plat, situate in Skagit Co., WA.

Temporary Easement

Lots 14, 15, 16, and 17 in Block 42 and Lots 14 and 15 in Block 22; and adjacent streets and alleys lying between the centerline of Block 22 and the centerline of vacated Virginia Street, in Plat of Townsite of Gibraltar as per Plat recorded in Volume 1 of Plats, pages 19 and 20, Records of Skagit Co., WA, EXCEPT the West 35 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor 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 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. Grantors reserve the ownership of all timber removed from the easement area by the District.

Grantors, 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. Grantors 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 Grantors also agree to and with the District that the Grantors 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 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.

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 Grantors hereunto set their hand and seal this 12<sup>th</sup> day of June, 2006.

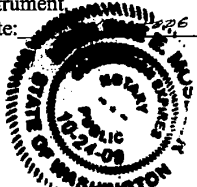
[Signature]  
DOUGLAS M. McPHEE

[Signature]  
CATHERINE M. McPHEE

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that DOUGLAS M. McPHEE 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: [Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 10-24-09



STATE OF WASHINGTON  
COUNTY OF SKAGIT

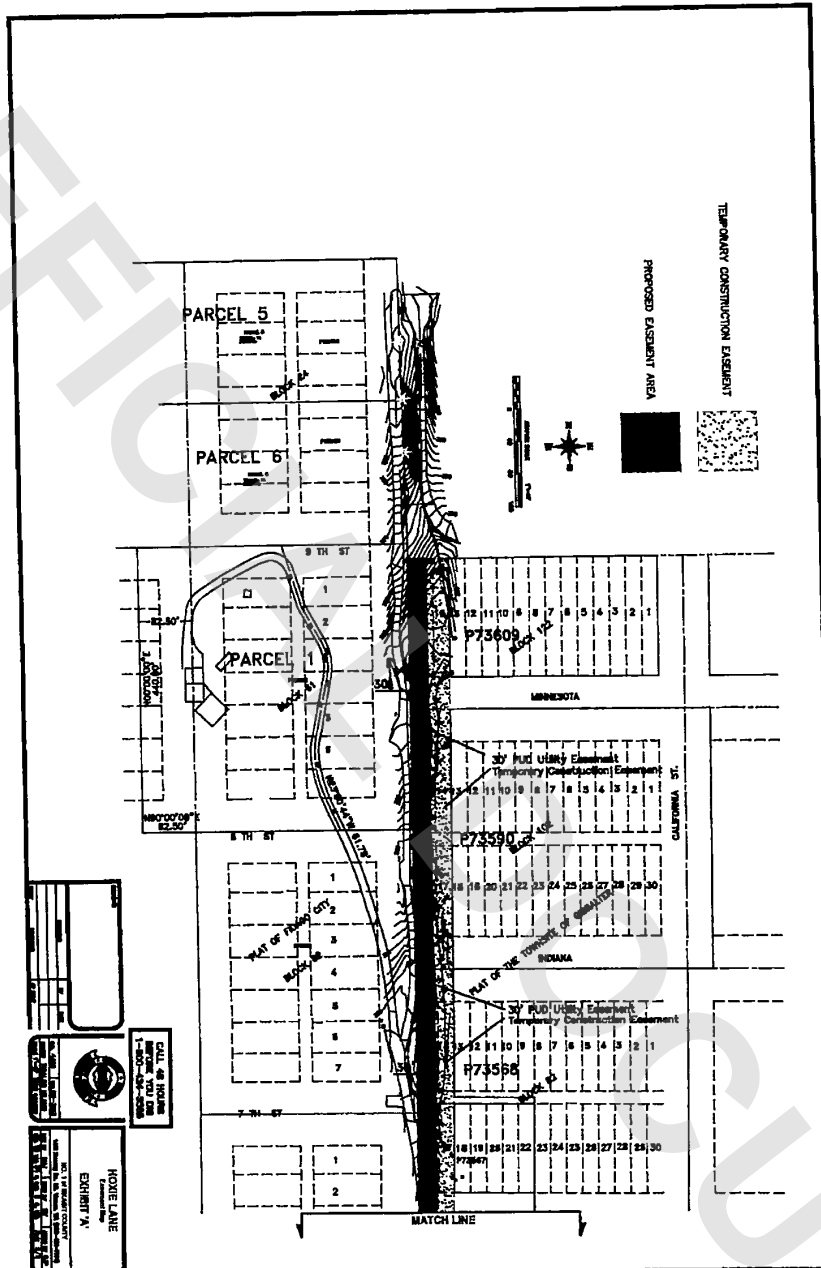
I certify that I know or have satisfactory evidence that CATHERINE M. McPHEE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6-12-2006 [Signature]  
Notary Public in and for the State of Washington  
My appointment expires: 10-24-09



200606230109  
Skagit County Auditor

**EXHIBIT "A"**  
Page 1 of 2



CALL 800-832-8888  
FOR MORE INFORMATION

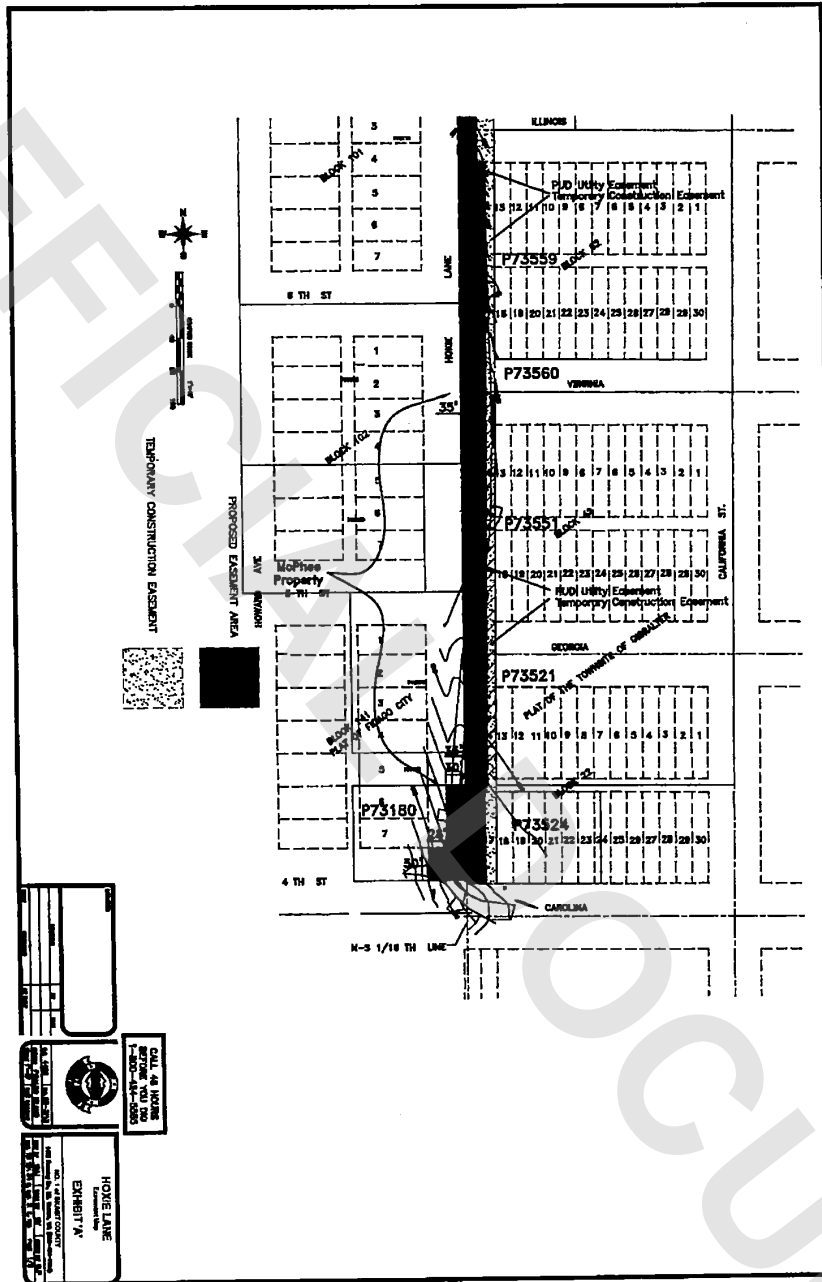
HOVIE LAINE  
Commissioner  
EXHIBIT "A"



200606230109  
Skagit County Auditor




**EXHIBIT "A"**  
Page 2 of 2



TOTAL AREA  
 1.0000 ACRES  
 43,560 SQ. FT.  
 1.0000 ACRES  
 43,560 SQ. FT.

HOUSE LANE  
 EXHIBIT A

Page 4 of 4

  
 200606230109  
 Skagit County Auditor  
 6/23/2008 Page 4 of 4 11:07AM



200606230110  
Skagit County Auditor

6/23/2006 Page 1 of 10 11:08AM

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 21 day of June, 2006, between ~~ROBERT H. JOHNSON, and JACQUELINE L. JOHNSON, husband and wife; GEORGE W. WALLACE and GRACE J. WALLACE, husband and wife; NORMAN D. HOXIE and NANCY J. HOXIE, husband and wife; JACK WALKER JONES, JR. and GLORIA JEAN JONES, husband and wife; DOUGLAS M. McPHEE and CATHERINE M. McPHEE, husband and wife; VIRGINIA L. BRIDGES, as her separate property; JIM L. FRISK, as his separate property; and LARRY M. ALLEN, as his separate property; hereinafter referred to as "Grantors", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:~~

WHEREAS, Grantors 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, Grantors, 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 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 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:

- ~~Parcel No. P73609~~
- Parcel No. P73590
- Parcel No. P73568
- Parcel No. P73567
- Parcel No. P73559
- Parcel No. P73560
- ~~Parcel No. P73551~~
- ~~Parcel No. P73521~~
- Parcel No. P73524
- Parcel No. P73180

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 23 2006

Amount Paid  
By Skagit Co. Treasurer  
Deputy

(See Easement Map Exhibit "A" - Attached)  
(See Supplemental Legal Description Exhibit B - Attached)  
Permanent Easement

That portion of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., Blocks 22, 42, 62, 82, 102 and 122 with included alleys and Minnesota Street, Indiana Street, Illinois Street, Virginia Street, Georgia Street, all in the Plat of the Townsite of Gibraltar, as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington, more particularly described as follows:

The West 30.00 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., lying between the Northerly margin of Carolina Street in said Plat and the Northerly line of block 122 of said Plat, situate in Skagit Co., WA.

TOGETHER WITH,

The East thirty feet (30'), and the South 50 feet (50') of the West twenty-eight feet (28') of the East fifty-eight feet (58'), of the following described parcel:

Lots 6 and 7, Block 141, "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 the East half of the alley adjacent to Lots 6 and 7, Block 141, '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;

ALSO, the North half of Fourth Street lying between the Southerly extension of the centerline of the alley in said Block 141 and the East line of Highland Street;

ALSO, all of Highland Street adjacent to and abutting upon Lots 6 and 7 in said Block 141.

Situate in the County of Skagit, State of Washington.

Temporary Easement

Lots 14, 15, 16, 17 in Block 22; Lots 14, 15, 16, 17 in Block 42; Lots 14, 15, 16, 17 in Block 62, Lots 14, 15, 16, 17 in Block 82; Lots 14, 15, 16, 17 in Block 102; Lots 14 and 15 in Block 122; and adjacent streets and alleys lying between the North margin of Carolina Street and the North margin of Minnesota Street, all in Plat of Townsite of Gibraltar as per Plat recorded in Volume 1 of Plats, pages 19 and 20, Records of Skagit Co., WA, EXCEPT the West 30 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor 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 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. Grantors reserve the ownership of all timber removed from the easement area by the District.

Grantors, 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. Grantors 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 Grantors also agree to and with the District that the Grantors 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 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.

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 hereunto sets their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ROBERT H. JOHNSON

JACQUELINE L. JOHNSON

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **ROBERT H. JOHNSON** 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: \_\_\_\_\_

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

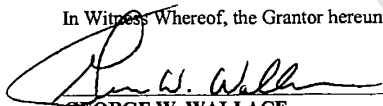
STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JACQUELINE L. JOHNSON** 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: \_\_\_\_\_

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

In Witness Whereof, the Grantor hereunto sets their hand and seal this 6 day of APRIL, 2006.

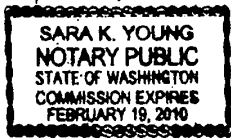
  
\_\_\_\_\_  
GEORGE W. WALLACE

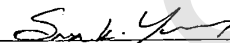
  
\_\_\_\_\_  
GRACE J. WALLACE

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **GEORGE W. WALLACE** 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: April 6, 2006

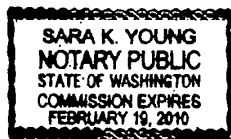


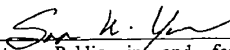
  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **GRACE J. WALLACE** 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 6, 2006



  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010



In Witness Whereof, the Grantor hereunto sets his/her hand and seal this 5 day of April, 2006.

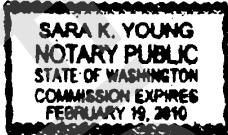
Norman D. Hoxie  
NORMAN D. HOXIE

Nancy J. Hoxie  
NANCY J. HOXIE

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **NORMAN D. HOXIE** 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: 4/5/06

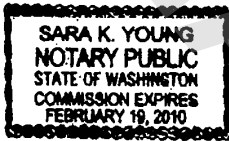


Sara K. Young  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **NANCY J. HOXIE** 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: 4/5/06



Sara K. Young  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010

In Witness Whereof, the Grantor hereunto sets his/her hand and seal this 6 day of April, 2006.

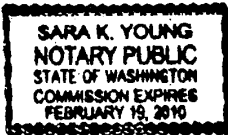
Jack Walker Jones, Jr.  
JACK WALKER JONES, JR.

Gloria Jean Jones  
GLORIA JEAN JONES

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JACK WALKER JONES, JR.** 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: 4/6/06

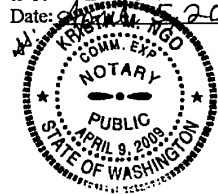


Sara K. Young  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **GLORIA JEAN JONES** 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 9, 2006



Sara K. Young  
Notary Public in and for the State of Washington  
My appointment expires: April 9, 2009



200606230110  
Skagit County Auditor

In Witness Whereof, the Grantor hereunto sets his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
DOUGLAS M. McPHEE

\_\_\_\_\_  
CATHERINE M. McPHEE

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that DOUGLAS M. McPHEE 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: \_\_\_\_\_

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

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that CATHERINE M. McPHEE 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: \_\_\_\_\_

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

In Witness Whereof, the Grantor hereunto sets his/her hand and seal this 5 day of March, 2006.

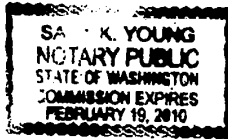
*Virginia L. Bridges*  
\_\_\_\_\_  
VIRGINIA L. BRIDGES

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that VIRGINIA L. BRIDGES 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

*Shirley M. Young*  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2017



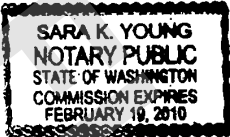
In Witness Whereof, the Grantor hereunto sets his/her hand and seal this 6 day of April, 2006.

Jim L. Frisk  
JIM L. FRISK

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JIM L. FRISK 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: April 6, 2006



Sara K. Young  
Notary Public in and for the State of Washington  
My appointment expires: Feb. 19, 2010

In Witness Whereof, the Grantor hereunto sets his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
LARRY M. ALLEN

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that LARRY M. ALLEN 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: \_\_\_\_\_

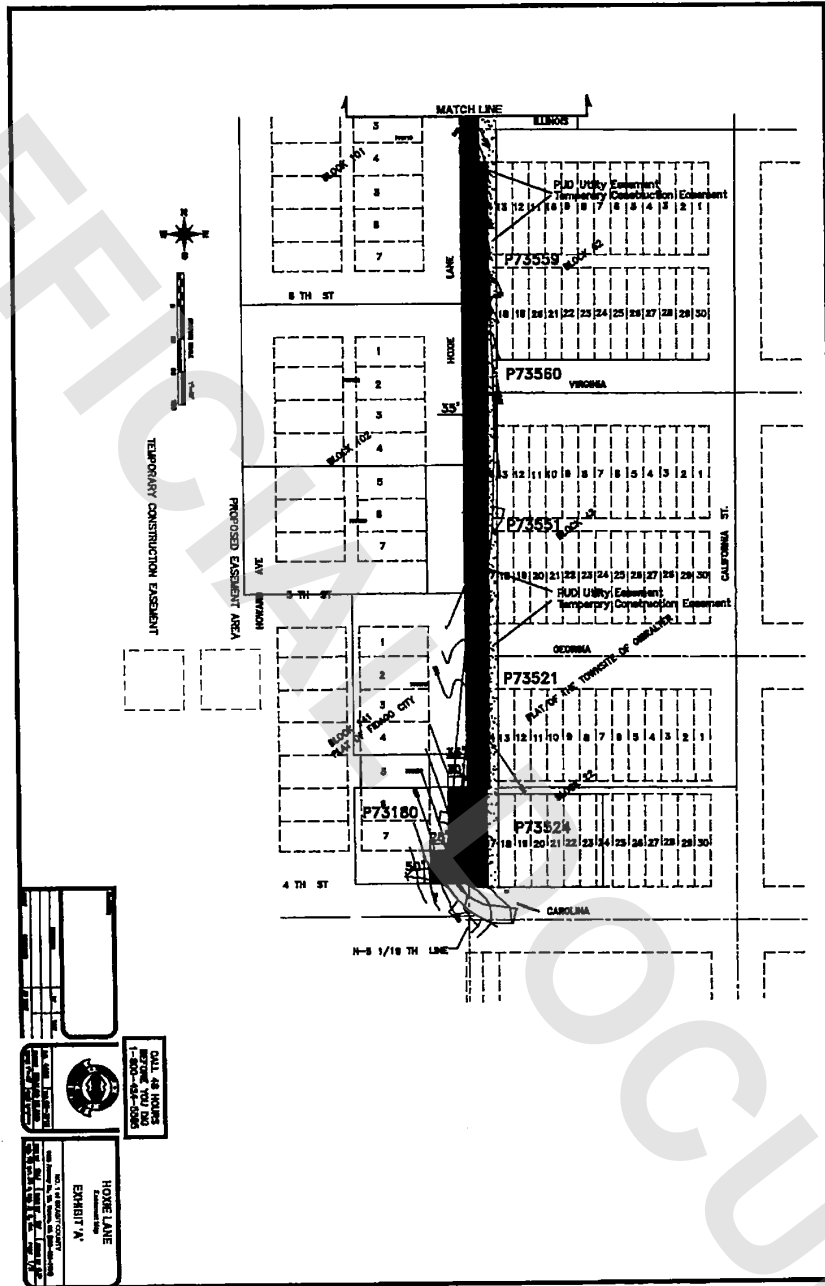
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: \_\_\_\_\_














HOME LANE  
EXHIBIT 'N'



**EXHIBIT B**

**UTILITY EASEMENT  
SUPPLEMENTAL LEGAL DESCRIPTION**

Parcel No. P73559  
Parcel No. P73560

That portion of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., Block 62 with included alleys and streets as would attach by operation of law, in the Plat of the Townsite of Gibraltar, as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington, more particularly described as follows:

The East 5.00 feet of the West 35.00 feet of said quarter section lying between the centerline of vacated Virginia Street and the Northerly margin of Block 62 of said Plat.

Situate in the County of Skagit, State of Washington.

In Witness Whereof, the Grantor hereunto sets his/her hand and seal this 21 day of June, 2006.

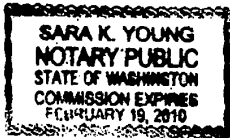
  
\_\_\_\_\_  
JACK WALKER JONES, JR.


  
\_\_\_\_\_  
GLORIA JEAN JONES

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JACK WALKER JONES, JR.** 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: 6/21/06

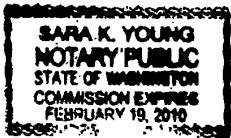


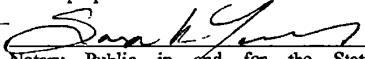
  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: February 19, 2010

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **GLORIA JEAN JONES** 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: 6/21/06



  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
My appointment expires: February 19, 2010



200606230110  
Skagit County Auditor



200606230111

Skagit County Auditor

6/23/2006 Page 1 of 3 11:08AM

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 12 day of June, 2006, between **MARVIN D. PORTIS AND JEANETTE M. PORTIS**, husband and wife, hereinafter referred to as "Grantors", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantors 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, Grantors, for and in consideration of the payment of \$7,140.00 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 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 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:

**P20486**  
**(See Easement Map Exhibit "A" - Attached)**

That portion of the following described parcel lying Southwesterly of the Southwesterly margin of a 60-foot ingress, egress and utilities easement shown as Parcel "B" in Record of Survey filed under Auditor's File No. 199912020055.

Beginning at the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.; thence South 89 Degrees 54'52" East along the South line of said Southeast Quarter of the Northeast Quarter, a distance of 107.99 feet; thence North 45 Degrees 26'34" West a distance of 154.12 feet to a point on the West line of said Southeast Quarter of the Northeast Quarter lying 107.99 feet North of the Point of Beginning; thence South 0 Degrees 58'17" East along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 107.99 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor 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 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.

Grantors, 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. Grantors 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 Grantors also agree to and with the District that the Grantors 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 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.

The District shall maintain that portion of the access road to the above-described easement area, lying within the existing 60-foot wide easement recorded at AF No. 199912020055. Maintenance shall be sufficient to allow safe vehicle access to the Fidalgo Heights Tank. At a minimum, maintenance activities shall included annual application of herbicide to control weeds within the gravel roadbed.

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.

All claims against the District regarding the prior easement agreement over the subject property (AF No. 199912020055) are hereby released.

In Witness Whereof, the Grantors hereunto set their hand and seal this <sup>21</sup>th day of June, 2006.

*Marvin D. Portis*  
MARVIN D. PORTIS

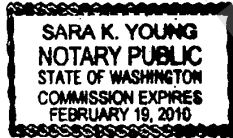
*Jeanette M. Portis*  
JEANETTE M. PORTIS

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that MARVIN D. PORTIS 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: 6/21/06

*Sara K. Young*  
Notary Public in and for the State of Washington  
My appointment expires: February 19, 2010



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 23 2006

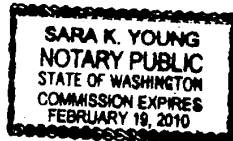
Amount Paid:             
By *Sara K. Young*  
Skagit Co. Treasurer Deputy

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JEANETTE M. PORTIS 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: 6/21/06

*Sara K. Young*  
Notary Public in and for the State of Washington  
My appointment expires: February 19, 2010



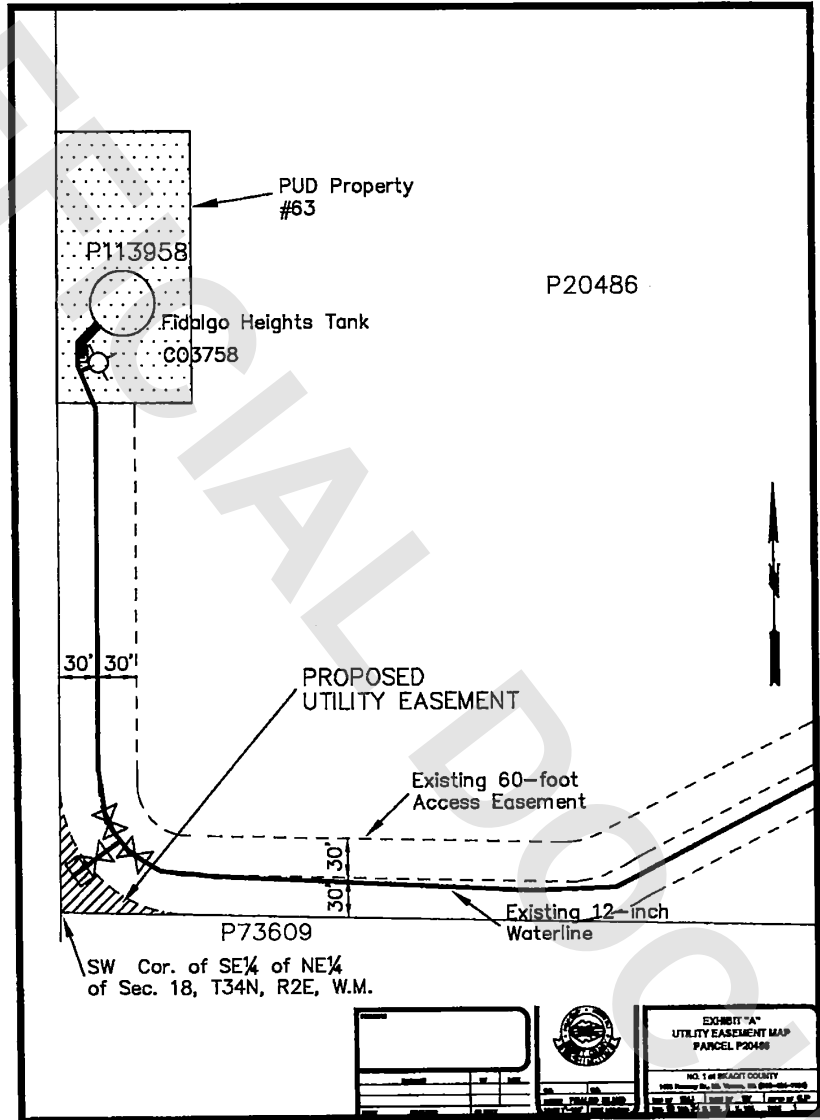


EXHIBIT "A" UTILITY EASEMENT MAP PARCEL P20486	
NO. 148 SKAGIT COUNTY	
1480 Highway 90, Skagit County, WA 98242-0000	
ISSUED BY: [Signature] DATE: 6/23/2006	
DRAWN BY: [Signature] DATE: 6/23/2006	
CHECKED BY: [Signature] DATE: 6/23/2006	



200606230111  
Skagit County Auditor

RETURN TO:  
Public Utility District No. 1 of Skagit County  
1415 Freeway Drive  
P.O. Box 1436  
Mount Vernon, WA 98273-1436



200606230113  
Skagit County Auditor

6/23/2008 Page 1 of 5 11:12AM

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 19th day of June, 2006, between ROBERT H. JOHNSON and JACQUELINE L. JOHNSON, husband and wife, hereinafter referred to as "Grantors", and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District".  
Witnesseth:

WHEREAS, Grantors 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, Grantors, for and in consideration of the payment of One Thousand Twenty-three and 21/100 Dollars (\$1,023.21) and other valuable consideration, receipt of which is hereby acknowledged, convey and grant to the District, its successors or assigns, a non-exclusive easement to the District to do all things necessary or proper in the construction and maintenance of a water and communication lines or other directly related facilities necessary in the support and monitoring of a domestic water system, 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 directly related facilities, along with necessary appurtenances for the transportation and control of water and electronic information directly related to the domestic water system on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

P73609

See Exhibit "A" - Attached

JUN 23 2006

Amount Paid \$  
By Skagit Co. Treasurer Deputy

Permanent Easement

That portion of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., Block 122 with included alleys and streets as would attach by operation of law, in the Plat of the Townsite of Gibraltar, as per plat recorded in Volume 1 of Plats, pages 19 and 20, records of Skagit County, Washington, more particularly described as follows:

The West 30.00 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M., lying between the centerline of vacated Minnesota Street in said Plat and the northerly line of Block 122 of said Plat, situate in Skagit County, Washington.

Temporary Easement

Lots 14 and 15 in Block 122; and adjacent streets and alleys lying between the centerline of Minnesota Street and the northerly line of Block 122, in Plat of Townsite of Gibraltar as per Plat recorded in Volume 1 of Plats, pages 19 and 20, Records of Skagit Co., WA, EXCEPT the West 30 feet of the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.

Situate in the County of Skagit, State of Washington.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor 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 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. The temporary easement shall commence on the date of this Agreement and terminate on the date construction of the domestic water system is complete or on May 1, 2007, whichever first shall

occur. The District shall make provisions satisfactory to Grantors for continued access by Grantors along, over and across the easement areas during the period the District is conducting construction activities. The District shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Grantors' use of their property. In the event the District ceases to use the water line for a period of five (5) consecutive years, this Agreement and all of the District's rights hereunder shall terminate and revert to Grantors and the District shall remove the water system line from Grantors' property and restore the premises.

Grantors reserve all rights with respect to their property, including, without limitation, the right to grant easements, licenses, and permits to others subject to the rights granted in this Agreement.

The District hereby releases, indemnifies, and promises to defend and hold Grantors harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantors asserted or arising directly or indirectly on account of or out of acts or omissions of the District and the District's agents, employees and contractors in the exercise of the rights granted in this Agreement, excepting only liability and damage caused by Grantors' gross negligence or willful misconduct.

Grantors, their heirs, successors, or assigns hereby covenants 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 District, which approval shall not be unreasonably withheld or delayed. Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of the District's domestic water system, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The District hereby agrees to accept the easement subject to the terms of this Agreement. The District shall not assign its rights under this Agreement without the prior written consent of Grantors, which consent shall not be unreasonably withheld or delayed.

The rights granted by this Agreement are subject to permits, licenses, encumbrances and easements, if any, heretofore granted by Grantors or their predecessors affecting the property subject to this Agreement. Grantors do not warrant title to their property and shall not be liable for defects or failure of title.

In Witness Whereof, the Grantors hereunto set their hand and seal this 5<sup>th</sup> day of June, 2006.

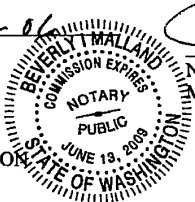
*Robert H. Johnson*  
ROBERT H. JOHNSON

*Jacqueline L. Johnson*  
JACQUELINE L. JOHNSON

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that ROBERT H. JOHNSON 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: 06-05-06

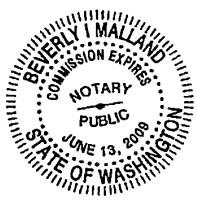


*Beverly I. Malland*  
Notary Public in and for the State of Washington  
My appointment expires: 06/13/09

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JACQUELINE L. JOHNSON 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: 6/5/06



*Beverly I. Malland*  
Notary Public in and for the State of Washington  
My appointment expires: 6/13/09





ACCEPTED FOR THE DISTRICT:

*Kenneth K. Kukuk*  
Kenneth K. Kukuk, General Manager

6-19-06  
Date

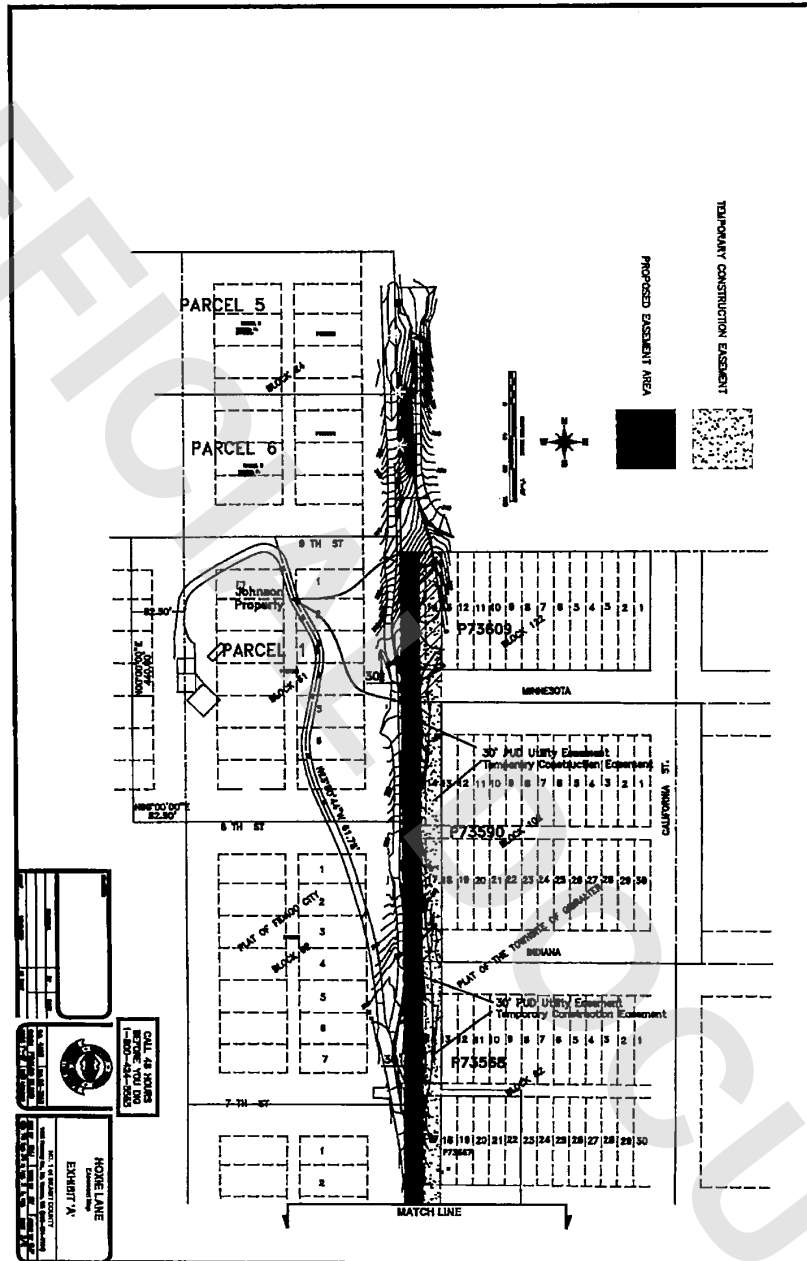
STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **KENNETH K. KUKUK** 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 **General Manager of the Public Utility District No. 1 of Skagit County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 06/19/06

*Kim A. Carpenter*  
Notary Public in and for the State of Washington  
My appointment expires: 08/09/09





200606230113

Skagit County Auditor



PUD UTILITY EASEMENT

EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKEGAT COUNTY... THE GRANTOR HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT...

LOT ADDRESS INFORMATION

Table with columns: ROAD NAME, DISTRICT, SECTION, TOWNSHIP, RANGE, MERIDIAN, ACRES. Includes entries for Oyster Shell Lane, Dunnington Road, and Skagit Bay.

TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HEREON DUE AND WHICH HAVE BEEN ASSESSED TO SAID LANDS... THE YEAR OF 2022 THIS 15th day of January 2023.



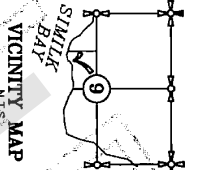
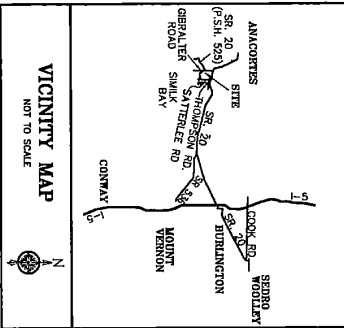
OWNER

JAMES D. MARTIN  
REGINA L. MARTIN  
14001 1ST AVE  
AMADORITE, WA 98221

SURVEYOR'S CERTIFICATE

THE SURVEYOR HAS BEEN DULY SWORN IN AS ACTING SURVEYOR... THE DESIGNERS, ENGINEERS AND SURVEYORS OF THIS SURVEY HAVE REVIEWED THE RECORDS OF THE COUNTY ENGINEER...

John B. Sebrad, P.E., PLNS, CERTIFICATE NO. 28326  
SEBRAD ENGINEERING & SURVEYING, PLLC  
14001 1ST AVE, AMADORITE, WA 98221  
PHONE (509) 424-9286



APPROVALS  
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKEGAT COUNTY CODE 14.18 ON THIS 23rd day of January 2023.

APPROVALS  
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKEGAT COUNTY CODE 14.18 ON THIS 23rd day of January 2023.

APPROVALS  
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKEGAT COUNTY CODE 14.18 ON THIS 23rd day of January 2023.

AUDITOR'S CERTIFICATE

20080723100110  
Skagit County Auditor  
1 of 1 3:10:34AM

AT THE REQUEST OF SEBRAD ENGINEERING & SURVEYING, PLLC:

I, Magdalena,  
SKEGAT COUNTY AUDITOR

OWNER'S CONSENT  
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED SIGNATORIES HEREBY CERTIFY THAT THIS SHORT PLAT IS MADE AS THEIR FREE AND VOLUNTARY ACT AND DEED.

JAMES D. MARTIN  
REGINA L. MARTIN  
Wells Fargo Bank, National Association

ACKNOWLEDGMENT  
STATE OF WASHINGTON  
COUNTY OF SKAGIT

DATE: 10-27-2023  
SIGNATURE: James D. Martin  
BY APPOINTMENT EXPIRES: 10-31-2024

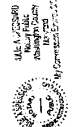


ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF SKAGIT

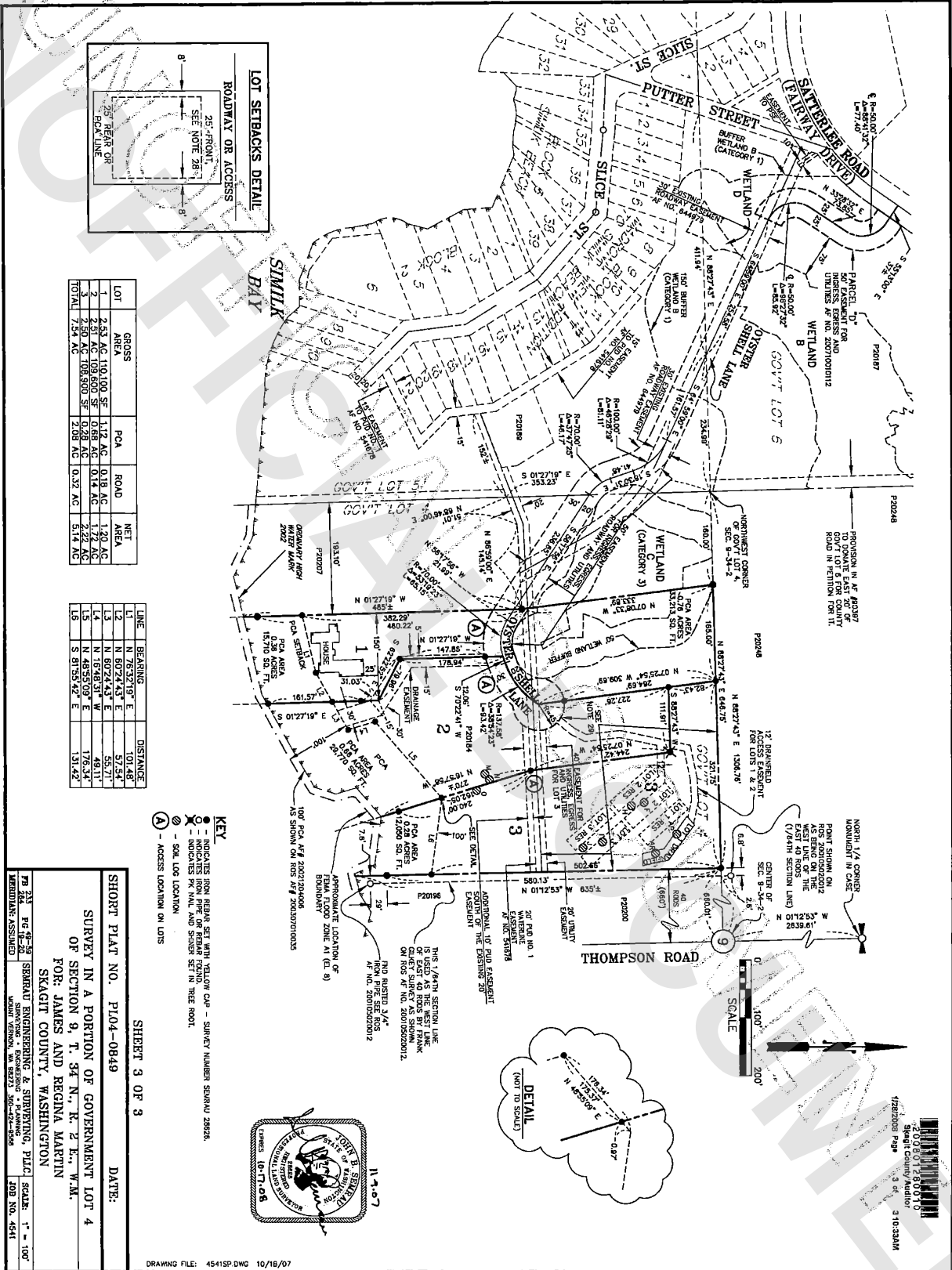
DATE: 10-27-2023  
SIGNATURE: John B. Sebrad  
BY APPOINTMENT EXPIRES: 10-31-2024

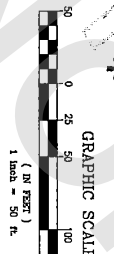
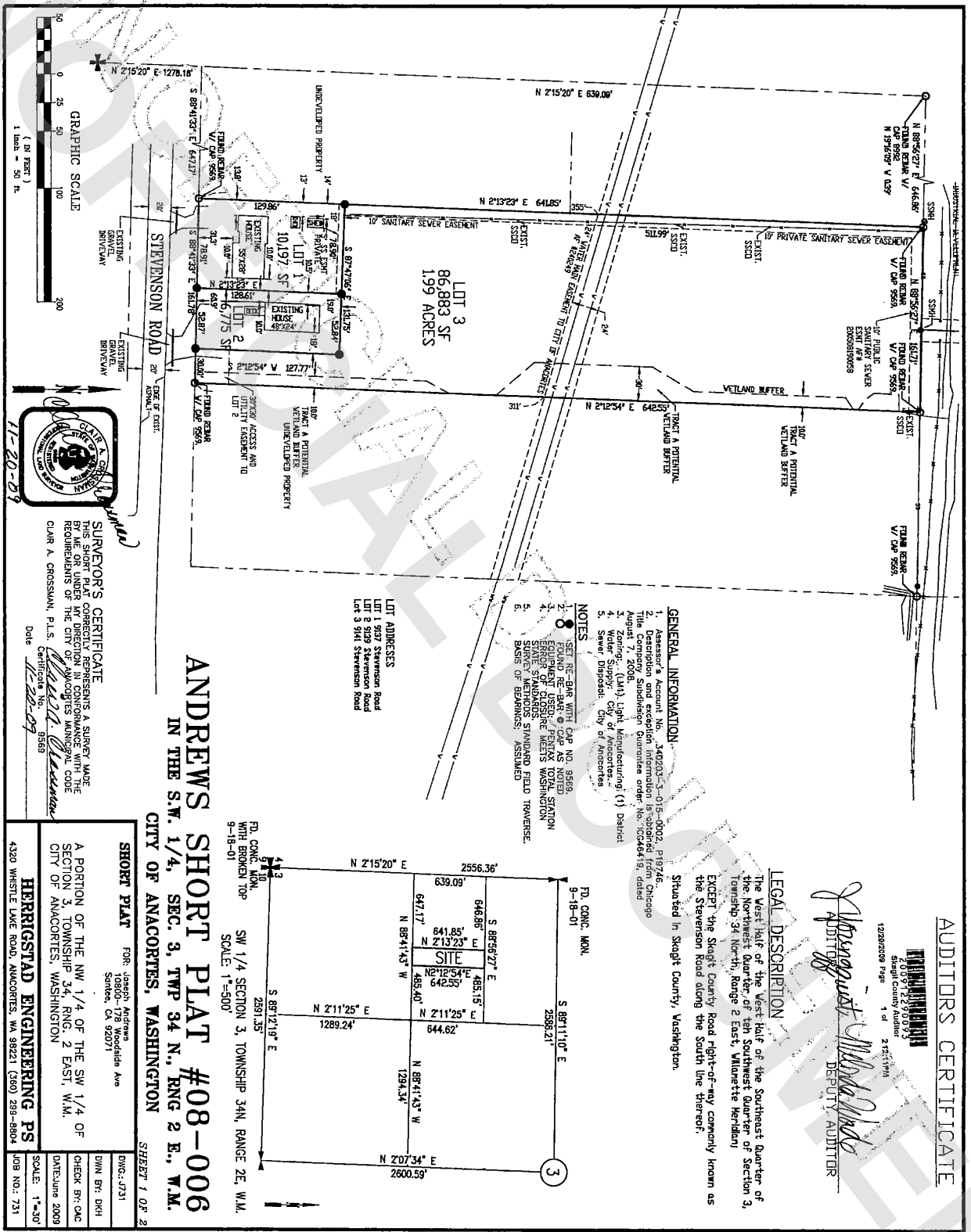
I, John B. Sebrad,  
COUNTY ENGINEER  
DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKEGAT COUNTY CODE 14.18 ON THIS 23rd day of January 2023.



SHORT PLAT NO. P104-0849 DATE: SHEET 1 OF 3  
SURVEY IN A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, T. 34 N., R. 2 E., W.M. FOR: JAMES AND REGINA MARTIN SKAGIT COUNTY, WASHINGTON  
SCALE: N/A  
DRAWN BY: JBS  
CHECKED BY: JBS  
DATE: 10-27-2023  
PROJECT NO.: 23-01-001  
JOB NO.: 4541

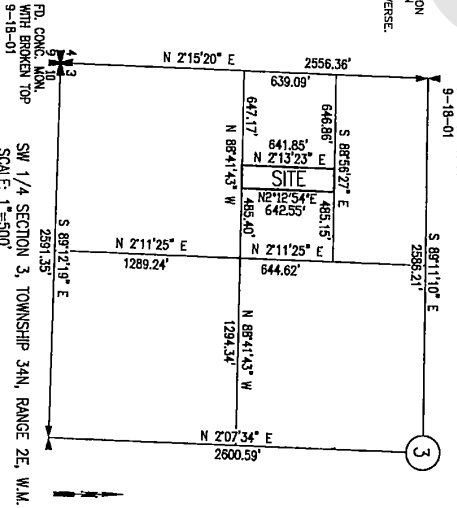






**SURVEYOR'S CERTIFICATE**  
 THIS SHORT PLAT CORRECTLY REPRESENTS A SURVEY MADE  
 IN ACCORDANCE WITH THE CITY OF ANACORTES MUNICIPAL CODE  
 REQUIREMENTS OF THE CITY OF ANACORTES, WASHINGTON  
 CLAIR A. CROSSMAN, P.L.S. *Clair A. Crossman*  
 Date: *10-20-23*

**ANDREWS SHORT PLAT #08-006**  
 IN THE S.W. 1/4, SEC. 3, TWP 34 N., RNG 2 E., W.M.  
 CITY OF ANACORTES, WASHINGTON



- NOTES**
1. SET RE-BAR WITH CAP NO. 9589.
  2. FOUND RE-BAR CAP AS NOTED.
  3. EQUIPMENT USED PERMITS TOTAL STATION.
  4. STATE STANDARDS SURVEYING METHODS.
  5. SURVEY METHODS STANDARD FIELD TRAVERSE.
  6. SIZE OF SURVEY: ASSUMED.

**GENERAL INFORMATION:**

1. Assessor's Account No. 340203-3-015-0002, P18746.
2. Description and exception information is obtained from Chicago Title Company Subdivision Guarantee order No. 10346419, dated 10/20/2023.
3. Zoning: (LMI) Light Manufacturing (1) District.
4. Water Supply: City of Anacortes.
5. Sewer Disposal: City of Anacortes.

**LEGAL DESCRIPTION**  
 The West Half of the West Half of the Southeast Quarter of the Northwest Quarter of Ten Southwest Quarter of Section 3, Township 34 North, Range 2 East, Willamette Meridian)  
 EXCEPT the Skagit County Road right-of-way commonly known as the Stevenenson Road along the South line thereof.  
 Situated in Skagit County, Washington.

**AUDITORS CERTIFICATE**  
 I hereby certify that the above is a true and correct copy of the original plat on file in the Auditor's Office.  
 12/28/2023 Page 1 of 2 (2:51:19 PM)  
 Skagit County Auditor  
*Stephanie M. Mendenhall*  
 DEPUTY AUDITOR

**SHORT PLAT** FOR: Joseph P. Herringstad  
 4320 WHISTLE LAKE ROAD, ANACORTES, WA 98221 (360) 289-8804  
**HERRINGSTAD ENGINEERING PS**  
 JOB NO.: 731  
 DWG: 1731  
 DWN BY: DKH  
 CHECK BY: CAC  
 DATE: June 2009  
 SCALE: 1"=30'

PLAT CONDITIONS

CITY OF ANACORTES  
DECISION TO APPROVE A SHORT PLAT FOR  
THE ADDRESS 3-1 LOT SHORT PLAT NUMBER ANA 08-006

ANDREWS SHORT PLAT #08-006  
IN THE S.W. 1/4, SEC. 3, TWP 34 N., RNG 2 E., W.M.  
CITY OF ANACORTES, WASHINGTON

12/29/2008 Page 2 of 2 2:21:19PM

(1) Short Plat Approval authorizes the applicant to proceed with application for necessary permits to construct residential and commercial structures and other construction drawings in accordance with the determinations made and conditions imposed by the Administrator. The scope of this permit is not to be construed as set-out in Exhibit 1 and attachments.

(2) This project is subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, school, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance. Any fee schedule changes currently in effect; sewer and water late-comer charges may be payable.

(3) The Shoght County Treasurer's Office requires that the following statements shall appear on all long plats, reports, altered plats or binding site plans:  
a. Treasurer's Certificate. All short subdivisions when approved and prior to recording shall contain the following:

Treasurer's Certificate: I certify that all taxes heretofore levied and which have become a lien on any and all lands herein described and which have been discharged according to the records of my office up to and including the year of 2009 (current year).

Certified this 29th day of December, 2011  
do hereby certify that a deposit has been made to cover anticipated taxes for the year \_\_\_\_\_

(4) The applicant shall acquire all necessary federal, state, and local permits as required by the Director of Public Works for water, sewer, and street utility work. All work performed within public right-of-way shall comply with applicable engineering standards and all utilities shall be constructed to City standards.

(5) All easements shall be surveyed and shown on drawings.

(6) Fire apparatus access, fire hydrants and building automatic fire sprinkler systems shall be provided as required by the Fire Chief.

(7) An NREPS Permit shall be secured, if required, prior to any work taking place on site.

(8) Street frontage improvements, including but not limited to curb, gutter, stormwater paving and storm water improvements, shall be completed to City standards prior to the issuance of a building permit for Lot 1, 2, or 3.

(9) Wetland buffers shall be clearly delineated prior to any work taking place on site.

(10) Street addresses are: Lot 1-9139 Stevenson Rd; Lot 2 - 9137 Stevenson Rd; Lot 3 - 9141 Stevenson Rd

(11) This approval will expire three years from the date of approval. In the event the short plat is not signed and recorded.

(12) Project conditions outlined on Pages 7-9 of these findings shall be recorded with the Short Plat Drawing.

UTILITY EASEMENTS

A 30'X30' common private access easement is hereby reserved for and conveyed to lot 2, across lot 3 adjacent to Stevenson Road as shown on the plat.

NATIVE GROWTH PROTECTION EASEMENT/BUFFER ZONE

A possible Native Growth Protection Easement (NGPE) is hereby dedicated to the public for Tract "A" as located along the eastern boundary of this Short Plat. The NGPE is defined as a 100-foot wide strip of land that has been assessed from a distance without the benefit of actual testing of soil and defining a specific location. The purpose of the buffer is the preservation of native vegetation for all purposes that benefit the public health, safety and stability, visual and rural buffering, and protection of plant communities of high value. The NGPE imposes upon all present and future owners and occupiers of the land subject to the easement obligation, enforceable on behalf of the public by the City of Anacortes, to maintain the vegetation within the easement area. The vegetation within the easement must be maintained in a manner consistent with the standards of the City of Anacortes Planning Department.

Before and during the course of any grading, building construction, or other development activity on a lot subject to the NGPE, the common boundary between the lot and the NGPE must be fenced or otherwise marked to the satisfaction of the City of Anacortes.

CITY OF ANACORTES APPROVALS

Signature of Planning Director \_\_\_\_\_  
ATTEST: City Clerk \_\_\_\_\_

Examined and approved this 14 day of December, 2009.  
City Clerk



11-20-09

DEDICATION

Know All Men by these Present that Harbor Bank, mortgage holder, and Joseph L. Andrews and Jenny B. Andrews (husband and wife), owners of the land hereby parted, dedicate this plat and dedicate to the use of the public forever, streets and easements shown hereon and the use thereof for all public purposes and to make all necessary steps to carry out the purposes together with the right to make all necessary steps to carry out the purposes together with the shown hereon. The Owners and their heirs and assigns hereby waive all claims against the City of Anacortes and its successors and assigns in connection with the construction of the streets and easements shown hereon and the use thereof by the City of Anacortes.

Joseph L. Andrews  
Jenny B. Andrews  
Harbor Bank

State of Washington  
County of Skagit  
I certify that I know or have satisfactory evidence that Joseph L. Andrews and Jenny B. Andrews are the owners of the land described in the instrument and that the instrument is a true and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signed \_\_\_\_\_  
Notary Public for the State of Washington  
Name printed: Elizabeth A. Thornton  
Residing at: \_\_\_\_\_  
My commissions expires: \_\_\_\_\_

State of Washington  
County of Skagit  
I certify that I have satisfactory evidence that K.M. O'Leary is the owner of the land described in the instrument and that the instrument is a true and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signed \_\_\_\_\_  
Notary Public for the State of Washington  
Name printed: Elizabeth A. Thornton  
Residing at: \_\_\_\_\_  
My commissions expires: \_\_\_\_\_

County of Skagit  
I certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid to and including the year of 2009.

Certified this 29th day of December, 2011.

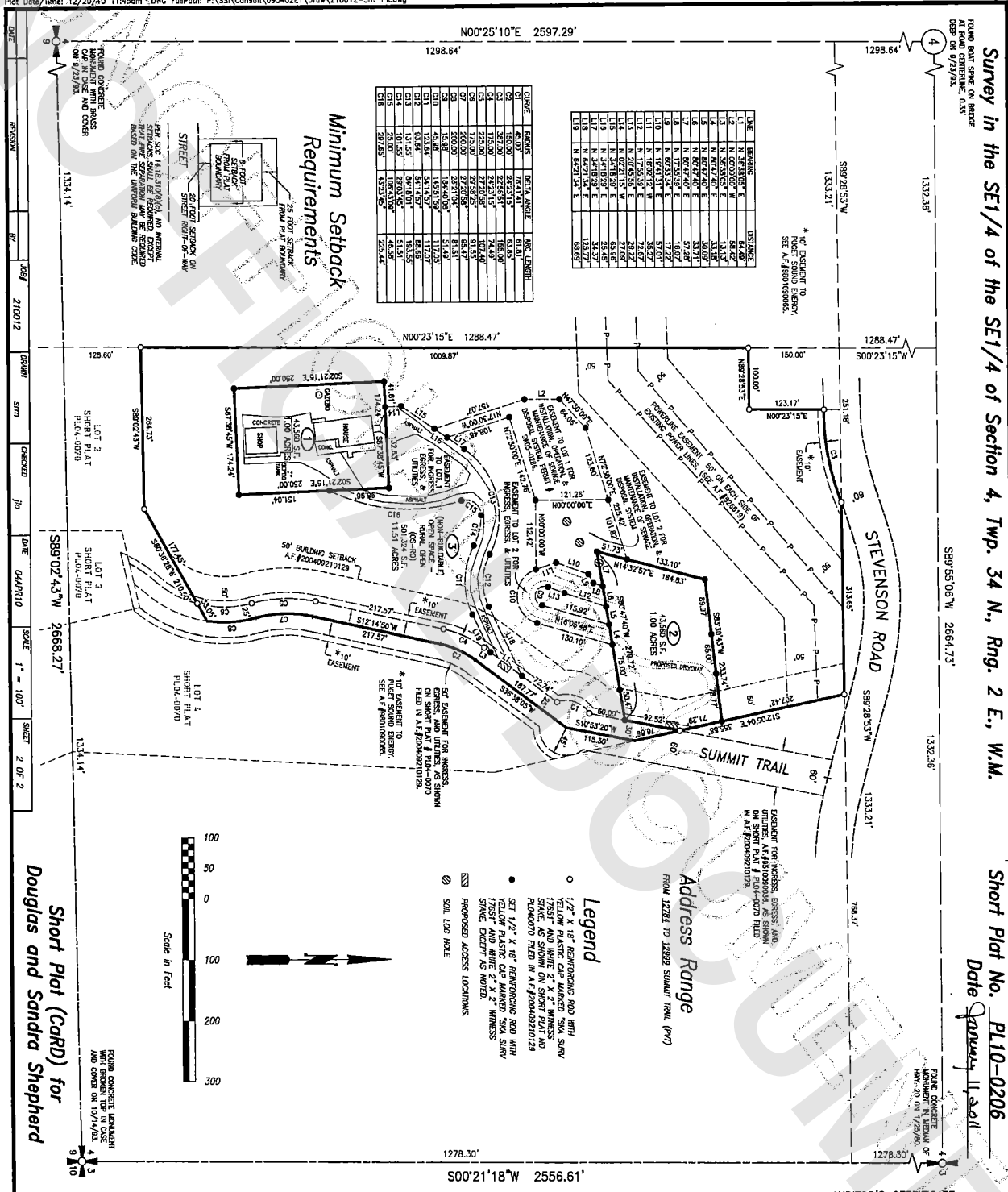
Signature of Joseph Andrews  
Signature of Jenny Andrews

SHORT PLAT  
FOR: Joseph Andrews  
10800-178 Woodside Ave  
Snohomish, WA 98071  
A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 34, RNG. 2 EAST, W.M. CITY OF ANACORTES, WASHINGTON  
HERRIGSTAD ENGINEERING  
4329 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8904  
SHEET 2 OF 2  
DATE: June 2009  
SCALE: 1"=60'  
JOB NO.: 731





Plot Date/Time: 12/20/10 11:45am DWG FullPath: P:\SS\Carton\093402E1\Draw\210012-SH-PL.dwg



806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

**SURVEYOR'S CERTIFICATE**  
This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in November 2010 at the request of Doug Shepherd.

John L. Aberneth CERT#17651  
Date 12/20/10

**AUDITOR'S CERTIFICATE**  
201101120057  
Skagit County Auditor  
1/12/2011 Page 2 of 2 3:00PM  
County Auditor or Deputy Auditor

Survey in the SE1/4 of the SE1/4 of Section 4, Twp. 34 N., Rng. 2 E., W.M.  
Short Plat No. PL10-0206  
Date January 11, 2011

FROM CONCRETE MONUMENT WITH BRASS OR IRON CAPS AND CORNER MARKS ON 10/14/93.

FROM CONCRETE MONUMENT WITH BRASS OR IRON CAPS AND CORNER MARKS ON 10/14/93.



201110100075  
Skagit County Auditor

10/10/2011 Page 1 of 3 2:18PM

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 28 day of September 2011, between the **RESIDUARY TRUST CREATED UW OF RALPH FINELY**, 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 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:

**Tax Parcel Number(s) P20185/ 340209-0-007-0002**

A tract of land in Government Lot Four (4), Section Nine (9), Township Thirty-four North (34N), Range Two (2) East of W. M., described as follows:

Beginning at a point on the West line of the East 40 Rods said Lot 4, 302.88 feet south of the Northwest corner thereof; thence North 88° 44' East parallel to the south side of the existing power pole line to the West side of the County Road, thence North 20 feet, thence South 88° 44' West to the said west line of the east 40 rods, thence South 20 feet to the point of beginning. As recorded under Auditor's file number 477952 on page 603 of volume 251 of the records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Page 1 of 2

C.O. \_\_\_\_\_  
W.O. \_\_\_\_\_

*Easement*  
OCT 10 2011

Amount Paid \$  
Skagit Co. Treasurer  
By *Madon* Deputy

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 9/28/11 day of \_\_\_\_\_, 2011.

M. Jean Finely, Trustee  
M. Jean Finely, Trustee

STATE OF Washington  
COUNTY OF Thurston

I certify that I know or have satisfactory evidence that **M. Jean Finely** 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 the **Trustee of RESIDUARY TRUST CREATED UW OF RALPH FINELY** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

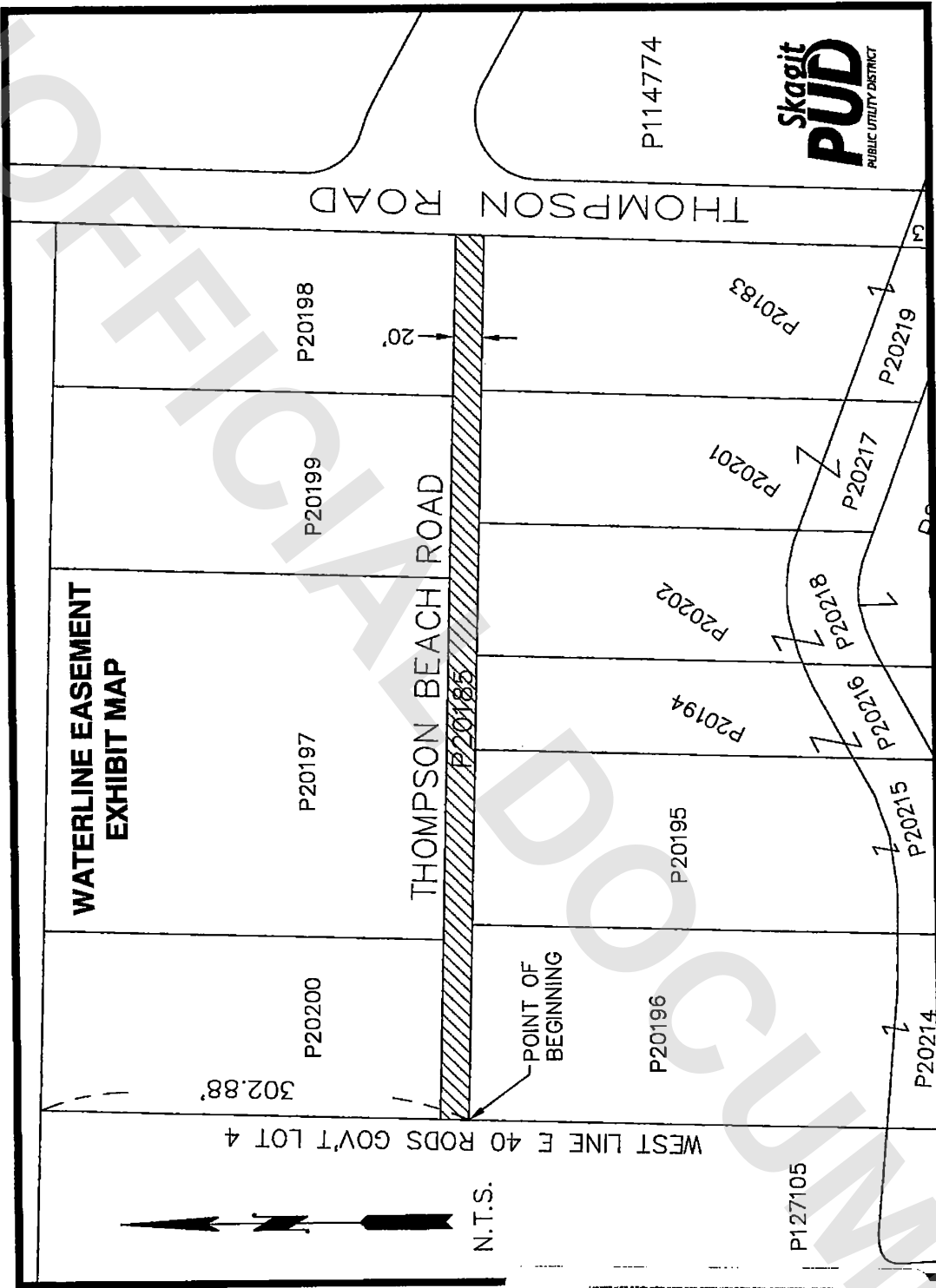
Date: 9/28/11

Cecilynn Riecken  
Notary Public in and for the State of Washington  
My appointment expires: 4-5-15



201110100075  
Skagit County Auditor

10/10/2011 Page 2 of 3 2:16PM



**WATERLINE EASEMENT EXHIBIT MAP**



201110100075  
Skagit County Auditor

540782

VOL. 280 PAGE 527

## WARRANTY DEED

The Grantor, SIMILK BEACH DEVELOPMENT COMPANY, a Washington Corporation, for and in consideration of \$25.00 in hand paid, conveys and warrants to PUBLIC UTILITY DISTRICT NO. 1 of Skagit County, Washington, the following described real estate, situated in the County of Skagit, State of Washington:

Beginning at the Southeast corner of Lot 22 of Block 2, "Soundview Addition No. 2 to Similk Beach", according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 5 of Plat, page 5; thence North  $75^{\circ} 20'$  East, 262.43 feet; thence South  $16^{\circ} 45'$  East 6.0 feet to the true point of beginning; thence North  $75^{\circ} 20'$  East, 75 feet; thence North  $16^{\circ} 45'$  West, 145.0 feet; thence South  $75^{\circ} 20'$  West, 75.0 feet; thence South  $16^{\circ} 45'$  East, 145.0 feet to the true point of beginning.

Said tract containing 0.2496 of an acre, and

The Grantor, further grants and conveys an EASEMENT over, across and through a strip of land for road purposes and pipe line, described as follows, to-wit:

A strip of land 30 feet in width being 15 feet on each side of the following described center line, to-wit:

Beginning at the intersection of the center lines of Driver Road and Caddy Street, as shown in the plat of "Soundview Addition to Similk Beach" according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, page 55; thence North  $49^{\circ} 21' 30''$  East, 325.2 feet; thence left on a  $24^{\circ}$  curve with radius of 238.8 feet, 212.43 feet; thence North  $1^{\circ} 37' 30''$  West along the section line common to sections 8 and 9 of Township 34 North, Range 2 East, W.M., 330.73 feet; thence left on a  $52^{\circ}$  curve with radius of 110.2 feet, 172.76 feet; thence South  $88^{\circ} 32' 30''$  West, 48.21 feet, to a point on the East line of the  $1/4$  acre tract of land purchased by PUBLIC UTILITY DISTRICT NO. 1 of Skagit County, Washington, as described above,

with the right to the full, free and open enjoyment of said road and with the right to grade, clear, pave or in any way develop it for road purposes, and

VOL 280 PAGE 528

The Grantor hereby further grants and conveys the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace or remove a pipe line or pipe lines for the transportation of water on, over and through the above described lands, which Grantors warrant that it is the owner in fee simple, situate in the County of Skagit, State of Washington, together with the right of ingress and egress to and from said line or lines for the purposes aforesaid and for the following purposes:

The Grantees shall have the right to lay, maintain and use through and under said premises a line or lines of water pipe and may build all proper and usual accessories suitable for the same and said line or lines shall not be less than 2.0 feet of surface beneath the earth in covered trenches and so that no unnecessary damage shall be done to said premises and so, that after the completion of the work the surface shall be restored to its present condition, or as near thereto as shall be reasonably possible considering the necessary clearing to be done.

The Grantee shall be at liberty from time to time to enter upon said premises and to open up said line of pipe, or any part thereof, for the purpose of repairing or renewing the same as occasion may require, doing no unnecessary damage to said premises and restoring the surface thereof when so opened up as soon as may be, and to enter upon said premises and to remove said pipe whenever Grantee shall determine to abandon the use thereof, or whenever the right to maintain the same upon said premises for any reason shall cease, doing no unnecessary damage to said premises, and restoring the surface thereof when so opened up, as soon as may be.

IT IS AGREED, that this grant covers all the agreements between the parties hereto and that no representation or statements, verbal or written have been made modifying or adding to, or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

VOL 280 PAGE 529

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereto affixed this 27 day of Aug, 1956.

SIMILK BEACH DEVELOPMENT COMPANY,  
A Washington Corporation

Rob Turner Pres. Inc.



ATTEST:

Grace W. Turner, Sec.

STATE OF WASHINGTON ))  
COUNTY OF SKAGIT )) ss

On this 27<sup>th</sup> day of August, 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rob Turner and Grace W. Turner to me known to be the President and Secretary respectively of SIMILK BEACH DEVELOPMENT COMPANY, the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Richard J. ...

Notary Public in and for the State of Washington, residing at Mount Vernon.



RECEIVED FOR RECORD IN  
12:04 P Aug. 29 1956  
at request of R.W.P. #1  
EDV. DANIELSON, Auditor  
Skagit Co., Washington