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10/25/2023 02:51 PM Pages: 1 of 134 Fees: \$540.00
Skagit County Auditor

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Foster Garvey PC
Attn: Lee Marchisio
1111 Third Avenue, Suite 3400
Seattle, WA 98101

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Dena Thompson*
DATE: *10-25-23*

OMNIBUS ASSIGNMENT AND ASSUMPTION OF EASEMENTS

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

ASSIGNEE: CITY OF ANACORTES, WASHINGTON

REFERENCE NOS.: 9804090048, 9606240092, 9606040119, 9506050062,
9307020026, 9302230090, 9302230089, 9207160065,
9204210040, 9204210039, 9011050087, 9011050086,
8412030004, 783110, 767969, 684753, 683418,
655068, 634157, 614389, 604324, 581218, 545919,
543763, 543762, 542982, 541678, 541190, 541189,
541188, 201110100075, 201101120057,
200912290093, 200606230113, 200606230111,
200606230109, 200509290054, 200505120005,
200403090025, 200107190089, 199912020055,
199611050065, 200801280010, 200606230110,
200409210127, 9607290044, 9510090036,
9011050087, 9011050086, 809312, 784470, 615930,
604409, 570536, 542316, 540782

ABBREVIATED LEGAL DESCRIPTIONS: Portions of Lots 4 and 5, 09-34N-02E W.M.; Portions of Lots 9 and 10, Block 1, Madrona View Adn. 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 ID
NOs.:**

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

OMNIBUS ASSIGNMENT AND ASSUMPTION OF EASEMENTS

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION OF EASEMENTS ("Assignment") is entered into as of the 25th day of OCTOBER, 2023, by and between the Public Utility District No. 1 of Skagit County, Washington ("Assignor"), and the City of Anacortes, Washington ("Assignee") (collectively, the "Parties"), who agree as follows:

RECITALS

- A. Assignor and Assignee entered into that certain Fidalgo Island Water System Asset Transfer and Improvement Agreement last dated as of September 1, 2021 (the "Agreement").
- B. Pursuant to Section 3.1.7 of the Agreement, Grantor is required to grant, convey, assign, and deliver all of Grantor's rights and interest in land on which the Fidalgo Water System is located outside of Skagit County rights-of-way and not transferred to Grantee under the Agreement.
- B. Assignor is the Grantee under the following easements:
 - (a) Those certain easements from Taylor's under the Recording No. 541188.
 - (b) Those certain easements from Whitney's under the Recording No. 541189.
 - (c) Those certain easements from McGovern's under the Recording No. 541190.
 - (d) Those certain easements from Similk Beach Development Company under the Recording No. 541678.
 - (e) Those certain easements from Gortel's and Mooney's under the Recording No. 542316.
 - (f) Those certain easements from the Cornish's and Erickson's under the Recording No. 542982.
 - (g) Those certain easements from Hewson's under the Recording No. 543762.
 - (h) Those certain easements from Beaty and Jackson's under the Recording No. 543763.

- (i) Those certain easements from Fidalgo School District No. 2 under the Recording No. 545919.
- (j) Those certain easements from Gonnion's under the Recording No. 570536.
- (k) Those certain easements from Deusen's and Wilson's under the Recording No. 581218.
- (l) Those certain easements from Stafflin's under the Recording No. 604324.
- (m) Those certain easements from Erlandson's under the Recording No. 604409.
- (n) Those certain easements from Entner's under the Recording No. 614389.
- (o) Those certain easements from Terrell and McDonald's under the Recording No. 615930.
- (p) Those certain easements from Harrison, Fagan's, and Entrikin's under the Recording No. 634157.
- (q) Those certain easements from Strand and Stockmyer under the Recording No. 655068.
- (r) Those certain easements from Dean's under the Recording No. 683418.
- (s) Those certain easements from Cemetery District No. 2 under the Recording No. 684753.
- (t) Those certain easements from Writer's under the Recording No. 767969.
- (u) Those certain easements from Hinthorne's under the Recording Nos. 783110 and 784470.
- (v) Those certain easements from Newman, Eubank's, and Wallace's under the Recording No. 809312.
- (w) Those certain easements from Portis' under the Recording Nos. 9011050086 and 200606230111.

- (x) That certain easement from Portis Incorporated under the Recording No. 9011050087.
- (y) Those certain easements from Cooke under the Recording No. 9204210039.
- (z) Those certain easements from Finger's under the Recording No. 9204210040.
- (aa) Those certain easements from Rumsey's under the Recording No. 9207160065.
- (bb) Those certain easements from Thompson under the Recording No. 9302230089.
- (cc) Those certain easements from Yosting's under the Recording No. 9302230090.
- (dd) Those certain easements from Massar's under the Recording No. 9307020026.
- (ee) Those certain easements from Macdonald's under the Recording No. 9506050062.
- (ff) Those certain easements from Farrell's under the Recording No. 9606040119.
- (gg) Those easements benefitting Grantor shown on that Property Survey under the Recording No. 9606240092.
- (hh) Those certain easements from Wargo under the Recording No. 9607290044.
- (ii) Those certain easements from Lester and Powronznik's under the Recording No. 9804090048.
- (jj) Those easements benefitting Grantor shown on that Short Plat No. 35-84 under the Recording No. 8412030004.
- (kk) Those easements included in that Statutory Warranty Deed under the Recording No. 9510090036.
- (ll) Those easements benefitting Grantor shown on that Plat under the Recording No. 9611050065.

(mm) Those easements benefitting Grantor shown on that Revision Survey under the Recording No. 199912020055.

(nn) Those certain easements from Edson's under the Recording No. 200107190089.

(oo) Those certain easements from ASC Sand and Gravel under the Recording No. 200403090025.

(pp) Those certain easements and covenants from Midgie Enterprises, LLC under the Recording No. 200409210127.

(qq) Those certain easements from Hawkinson's under the Recording No. 200505120005.

(rr) Those certain easements from Puget Sound Energy Incorporated under the Recording No. 200509290054.

(ss) Those certain easements from McPhee's under the Recording No. 200606230109.

(tt) Those certain easements from Bridges, Frisk, Allen, Wallace's, Hoxie's, and Jones' under the Recording No. 200606230110.

(uu) Those certain easements from Johnson's under the Recording No. 200606230113.

(vv) Those easements benefitting Grantor shown on the Survey under the Recording No. 200801280010.

(ww) Those easements benefitting Grantor shown on that Short Plat No. 08-006 under the Recording No. 200912290093.

(xx) Those easements benefitting Grantor shown on that Short Plat No. PL10-0206 under the Recording No. 201101120057.

(yy) Those certain easements from the Residuary Trust Created UW of Ralph Finely under the Recording No. 201110100075.

(zz) Those certain easements from Similk Beach Development Company under the Recording No. 540782.

(The items described in clauses (a) through (yy) of this Recital B are collectively referred to as the "Easements"). The Easements benefit Grantor and are legally described in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers, and conveys to Assignee, the right, title, and interest of Assignor under and with respect to the Easements. By this Assignment, Assignee, shall succeed to and be entitled to the full benefits of the Easements. Assignee hereby assumes the obligations of Assignor arising under or with respect to the Easements for periods from and after the date of this Assignment.

2. Successors and Assigns. All of the provisions, conditions, regulations, and requirements of this Assignment shall be binding upon the successors and assigns of the Parties.


3. Power and Authority. Each Party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such Party represents and warrants to the other Party that he or she is fully empowered and authorized to do so.

4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement, binding on all parties.

[Signages Follow]

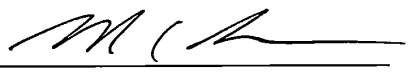
ASSIGNOR:

**PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT
COUNTY**

By: 
Its: GENERAL MANAGER
Name: GEORGE SIDHU

ASSIGNEE:

CITY OF ANACORTES

By: 
Its: _____
Name: _____

[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 Patino
(Signature of Notary)

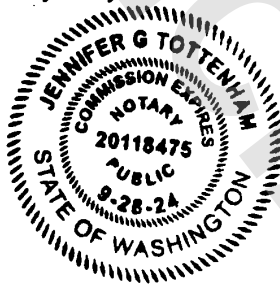
Shannon Patino
(Legibly Print or Stamp Name of Notary)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 25 day of October, 2023, before me personally appeared Matt Miller, 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

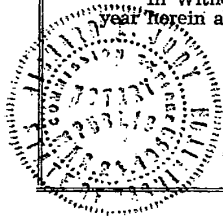
Roscoe T. Taylor
Ruby L. Taylor

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

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

DR. SAVELSON, Auditor
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,

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 5th day of September, 1956.

Charles M. Whitney
Ruth M. Whitney

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 5th 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.V.D. #1

G. DANIELSON, Auditor
King 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, 1956

Charles H. McGovern
Albertina M. McGovern

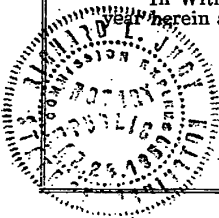
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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 1956
P.U.D. #1

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

J.A. HANLSON, Auctioneer
1901 Co., Washington

541190

541678

E A S E M E N T

KNEW ALL MEN BY THESE PRESENTS: That, in consideration of the sum of One Dellar (\$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 $68^{\circ}51'$ east 15 feet to the true point of beginning of this description; thence from said true point of beginning running north $68^{\circ}51'$ east 100 feet; thence south $31^{\circ}29'$ east 74.85 feet; thence south $6^{\circ}54'$ east 27.4 feet; thence south $68^{\circ}30'$ west 100 feet to a point that is north $68^{\circ}30'$ east from the southeast corner of lot 17 of block 1 "Madrona View Addition to Similk Beach"; thence north $6^{\circ}54'$ west 27.4 feet; thence north $31^{\circ}29'$ 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, 608.5 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.

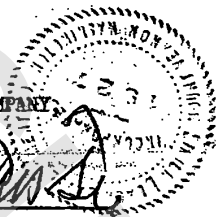
The Grantee herein, and their successors and assigns shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way for purpose of ingress and egress to and from said property, for the purpose of laying, maintaining 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

[Handwritten Signature]



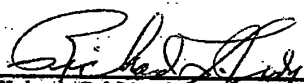
ATTEST:

[Handwritten Signature]
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.



RECEIVED FOR RECORD AT
11:58 a Sept 18 1956
at request of P. 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,

~~Caspert~~ ^{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 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 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 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 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. h. s.~~ hereunto set their hand and seal this 29th day of September, 1956

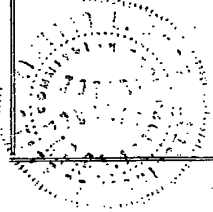
Edward J. Mooney
Ruth B. Mooney
Caspert Van Gortel
Annette Van Gortel

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 29th day of September, 1956, personally appeared before me ~~Caspert~~ ^{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.



REC'D
221 P Oct 2
at request of P.D. #1
EDW. DANIELSON, Notary
Skagit Co., Washington
Notary Public in and for the State of Washington, residing at Mount Vernon, 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,

GEDRGE 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 and 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.

GEDRGE 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.



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

RECORDED
1155 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.

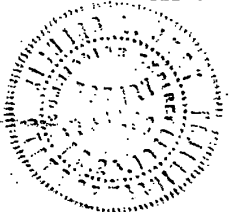
In Witness Whereof the Grantors have hereunto set their hand and seal this 2nd day of November 1956.

Sidney Hewson
Thelma A. Hewson

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 2nd 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 J. [Signature]
Notary Public in and for the State of Washington, residing at Mou... [Address], Washington

RECEIVED FOR RECORD
1140-A Nov 5 1956
P. U. D. #1
D. W. DANIELSON, ASSESSOR
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, 1982.

Vernon E. Jackson
Laura Jackson
Ellen P. Beaty

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this 23rd day of Sept., 1982, 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.

[Signature]
Notary Public in and for the State of
Washington, residing at Mount Rainier,
Washington.

VOL 282 PAGE 577

STATE OF Washington
County of King } ss.

Received for record at Issaquah on 10/25/2023
Request of P. U. D. No. 1
J. G. WILSON, Notary Public

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.

Ellen P. Beaty
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

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 AT
2:00 P. M. Jan. 2, 1957
at request of P.O. #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 }
COUNTY OF SKAGIT } ss.

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 with a map 10/18/58

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

FRAN JAMES SON, 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 NW¹/₄ of the SW¹/₄, Section 4, Township 34 North, Range 2 east, W.M., described as follows:

A strip of land ^{10.0}~~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 NW¹/₄ of the SW¹/₄ 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 ^{10.0}~~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 NW¹/₄ of the SW¹/₄ and ^{10.0}~~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.

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may
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may
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.

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

Paul E. Ward
Notary Public in and for the State of Washington, residing at Seattle, 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 NW¹/₄ of the SW¹/₄, Section 4, Township 34 North, Range 2 east, W.M., described as follows:

A strip of land ^{10.0}~~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 NW¹/₄ of the SW¹/₄ and 660 feet south of the south line of the right-of-way of the Anacortes-Mount Vernon Highway; thence south 1¹/₄ 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}~~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 NW¹/₄ of the SW¹/₄ and ^{10.0}~~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.

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.

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

Paul E. Ward
Notary Public in and for the State of
Washington, residing at Seattle,
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,
day of February, 1961.

herunto set their hand and seal this 25th

Received at

Feb. 21, 1961 11:55 AM
P.U.D. #1

A. M. J. [unclear], Auditor Cass. Co., 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. Wood
Notary Public in and for the State of
Washington, residing at Seattle
Washington.

614389

EASEMENT

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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 pipeline 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

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.

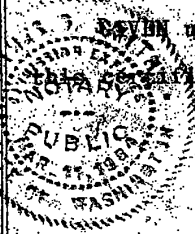
1 IN WITNESS WHEREOF, the Grantors herein have hereunto set
2 their hands and seals this 27 day of November, 1961.
3
4

5 Ralph Entner
6
7 Julia Entner
8
9
10
11
12

13 STATE OF WASHINGTON)
14 COUNTY OF SKAGIT) SS

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

21 Done in my hand and official seal the day and year in
22 this certificate first above written.



23 James G. Smith
24 Notary Public in and for the State of
25 Washington, residing at Mount Vernon.
26

27 VOL 319 PAGE 695
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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.

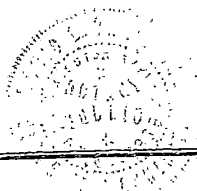
On this 14th day of DECEMBER 1961, personally appeared before me

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.

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



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

Margaret E. Terrell

STATE OF WASHINGTON)
COUNTY OF King) SS.

On this 20th 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

UNNOTARIALIZED DOCUMENT

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 s..... herunto set their hand and seal this 26th day of March, 1963.

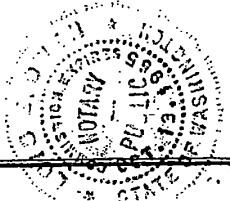
Eugene Entrikin
Shirley Entrikin
Anna Harrison
Jack Fagan
Melba Fagan

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.

634157

32911-621

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 May day of 1966.
Charles M. Dean
Mable M. Dean



STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss
On this 5th day of May, 1966, personally appeared before me Charles M. Dean 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. LaMontagne
Notary Public in and for the State of Washington,
Residing at Mound View 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 scknowledged,

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 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.

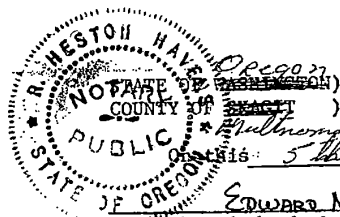
In Witness Whereof the Grantors, hereunto set THEIR hand and seal this 5th day May, 1972

SKAGIT COUNTY WASHINGTON
Estate Excise Tax
PAID

MAY 8 1972

Amount Paid \$
By Edward W. Jenson, Co. Treas.
By M. Harvey Deputy

Handwritten signatures of Edward M. Writer and Myra C. Writer with 'X' marks.



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

EDWARD M. WRITER & MYRA 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 Oregon
Residing at Portland, Oregon

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

Official Records
Vol. 85 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 scknowledged,

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:

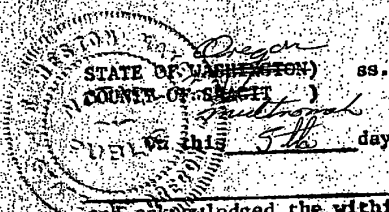
That portion of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 2 E.W.M., described as follows: Beginning at the South line of said Subdivision where the same is intersected by the West line of the County road along the East line thereof; thence North 295.5 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

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:

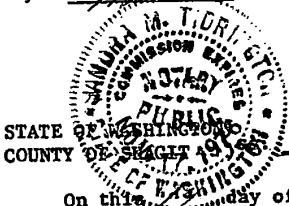
The east 25.0 feet of the following described tract of land:

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

Received for record at 4-6-1973 2:35 PM
at request of Public Utility Dist. #1
Ann Rogge, 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 12:29 P x R. Dean Hintorne & Karen Hintorne at request of P. H. L. 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

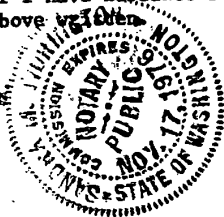
and acknowledged the within and foregoing instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

784470 Official Records

VOI 116 PAGE 206



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 1/4 of the NW 1/4 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°07'38" W 1,080.00 feet to the point of beginning.

Except County Marlugh Road right-of-way.

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

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

SMALL 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.

Recorded for record Oct 24 1974 1:17P
at request of P.U.D. N.V.
and Mrs. and Mr. Skagit Co., Washington

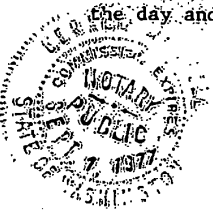
STATE OF WASHINGTON)
COUNTY OF SKAGIT)

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

PUD #1
1415 Freeway Dr
Mt. Vernon

8/26

202310250049

RECEIVED 2023 02:51 PM 44 of 134
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 14 1990

NOV 5 1990

9011050086

WATER PIPELINE EASEMENT: P.U.D.

Amount Paid \$
Skagit Co. Treasurer
By Deputy

THIS AGREEMENT is made this 1st 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:

RECORDED IN THE
OFFICE OF THE
CLERK OF THE
COUNTY OF
SKAGIT
NOV 5 1990
P 3:49

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

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

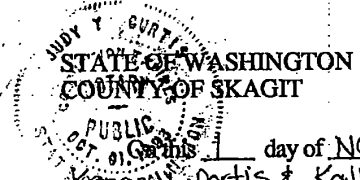
Grantor, its heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor shall conduct its activities and all other activities on Grantor's property 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



I, Kenny L. Portis & Katherine T. Portis, on this 1 day of November, 1990, personally appeared before me 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

NOV 14 1990

SKAGIT P.U.D.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 5 1990

1915 Freeway Dr
Mt. Vernon

6
2
800

9011050087 WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 31st 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:

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

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
REQUEST FOR PLAT
90 NOV -5 P.3:49
SKAGIT COUNTY AUDITOR

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 31st day of OCTOBER, 1990.

Katherine T. Portis *secretary / treasurer*

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 31st 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

RECEIVED

MAY 1 1992

SKAGIT P.U.D.

9204210039

WATER PIPELINE EASEMENT

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 Excise Tax

APR 21 1992

Amount Paid \$
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 98273

CO. 3483 W.D. 92-2037

92 APR 21 3:04 PM
SKAGIT COUNTY
RECORDS & FILED
REQUEST OF

BK1068PG0588

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 SKAGIFF ISLAND

On this 15th 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

RECEIVED

MAY 1 1992

SKAGIT P.U.D.

WATER PIPELINE EASEMENT

9204210040

THIS AGREEMENT is made this 7th 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 Selling Tax

APR 21 1992

Amount Paid \$
Skagit Co. Treasurer Deputy

RECEIVED
SKAGIT COUNTY
APR 21 1992
P 3:04
REQUEST OF

BK 1068 PG 0590

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

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 7th day of April, 1972.

Gene C. Finger
Gene C. Finger

Nell B. Finger
Nell B. Finger

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 7th day of April, 1972, 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 Garrett Falls
My commission expires 10/25/83

9204210040

BK1068PG0591

SKAGIT COUNTY WASHINGTON
Rec'd County Auditor's Office

JUL 16 1992

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

92 JUL 16 AM 1:17

WATER PIPELINE EASEMENT

9207160065

Amount Paid to
Skagit Co. Treasurer
By Deputy

RECORDED FILED
REQUEST OF DUP

1415 Fremont
MU WA 98213

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:

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

BK1095F00475

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 13 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

9302230089

WATER PIPELINE EASEMENT

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

'93 FEB 23 P3:17

RECEIVED
MAR 03 1993
SKAGIT P.U.D.

THIS AGREEMENT is made this 19th 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 1165PG0381

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



Penny Willoughby
Notary Public in and for the State of Washington

My appointment expires: APRIL 19, 1995

9302230090

202310250049

10/25/2023 02:51 PM

Page 56 of 134

WATER PIPELINE EASEMENT

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

RECEIVED
MAR 03 1993
SKAGIT P.U.D.

'93 FEB 23 P3:18

THIS AGREEMENT is made this ^{21st} day of January, 1993,
between BERK 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.

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

BK 1165 PG 0383

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 21st day of January 1993.

Burt O. Yosting
Burt O. Yosting
Bert

Ruth M. Yosting
Ruth M. 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. B. Grovdahl
Notary Public in and for the State of Washington
My appointment expires: 8-1-93

9302230090

JERRY MCINTUR
SKAGIT COUNTY AUDITOR

93 JUL -2 -M1 :07

WATER PIPELINE EASEMENT

9307020026

RECORDED FILED
REQUEST OF PUD
1415 February Dec
9873

THIS AGREEMENT is made this 17th 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

BK1209PG0490

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 17th day of June, 1993.

Robert J. Massar

Robert J. Massar

Phyllis D. Massar

Phyllis D. Massar

STATE OF WASHINGTON
COUNTY OF SKAGIT

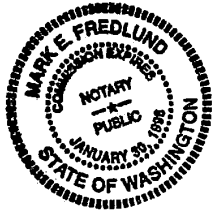
I certify that I know or have satisfactory evidence that Robert J. Massar is the individual who appeared before me, and said individuals acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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

2/9

JUN - 5 1995

WATER PIPELINE EASEMENT

Amount Paid \$ *1000*
By Skagit Co. Treasurer
Dep'ty

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 "Tidalgo 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 1445 PG 0058

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



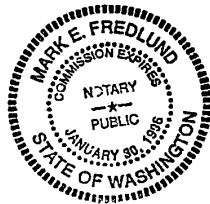
Mark E. Fredlund
Notary Public in and for the State of Washington

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

BK 1445 PC 0060

9506050052

KATHY HILL
SKAP

'95 JUN -5 P12:00

RECORDED & FILED
REQUEST OF

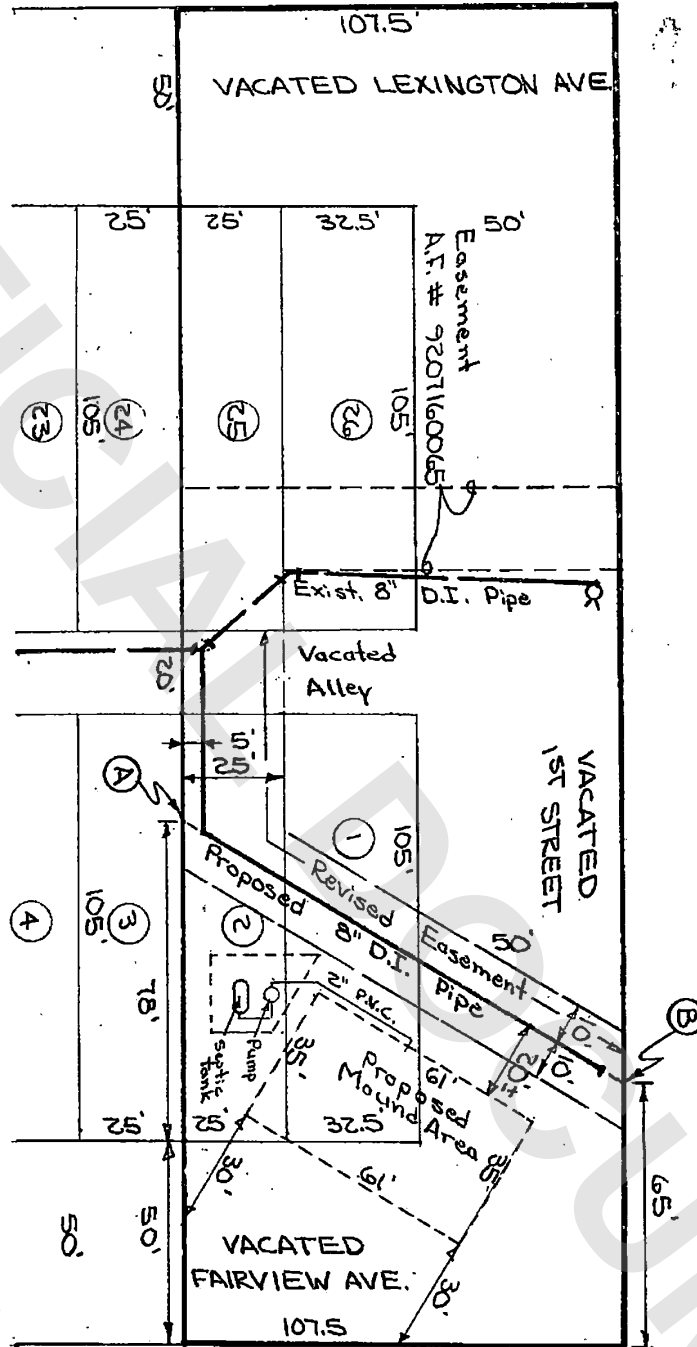


EXHIBIT A
 Macdonald Agreement
 Date: May 22, 1995; Scale: 1"=40'

Schwind Engineering
2209 Monica Dr
Madison WA 98773

6
2
8

SK: KATHY

'96 JUN -4 P3 54

EASEMENT
9606040119

For a valuable consideration, receipt of which is hereby acknowledged, the Grantors S. Lyle and E. Eleanor Farrell,
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 Grantors 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 land 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 \$
Skagit County Treasurer
By: Deputy

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

Delmas Lyle Farrell
Eleanor E. Farrell

9606040119

BK 1535 PG 0464

STATE OF WASHINGTON,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of Skagit

I, Kathryn E. Williams, Notary Public in and for the State of Washington, residing at 5454 Valley View Rd do hereby certify that on this 27th 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 27th day of June, 1925

Kathryn E. Williams
Notary Public in and for the State of Washington, residing at 5454 Valley View Rd in said County.

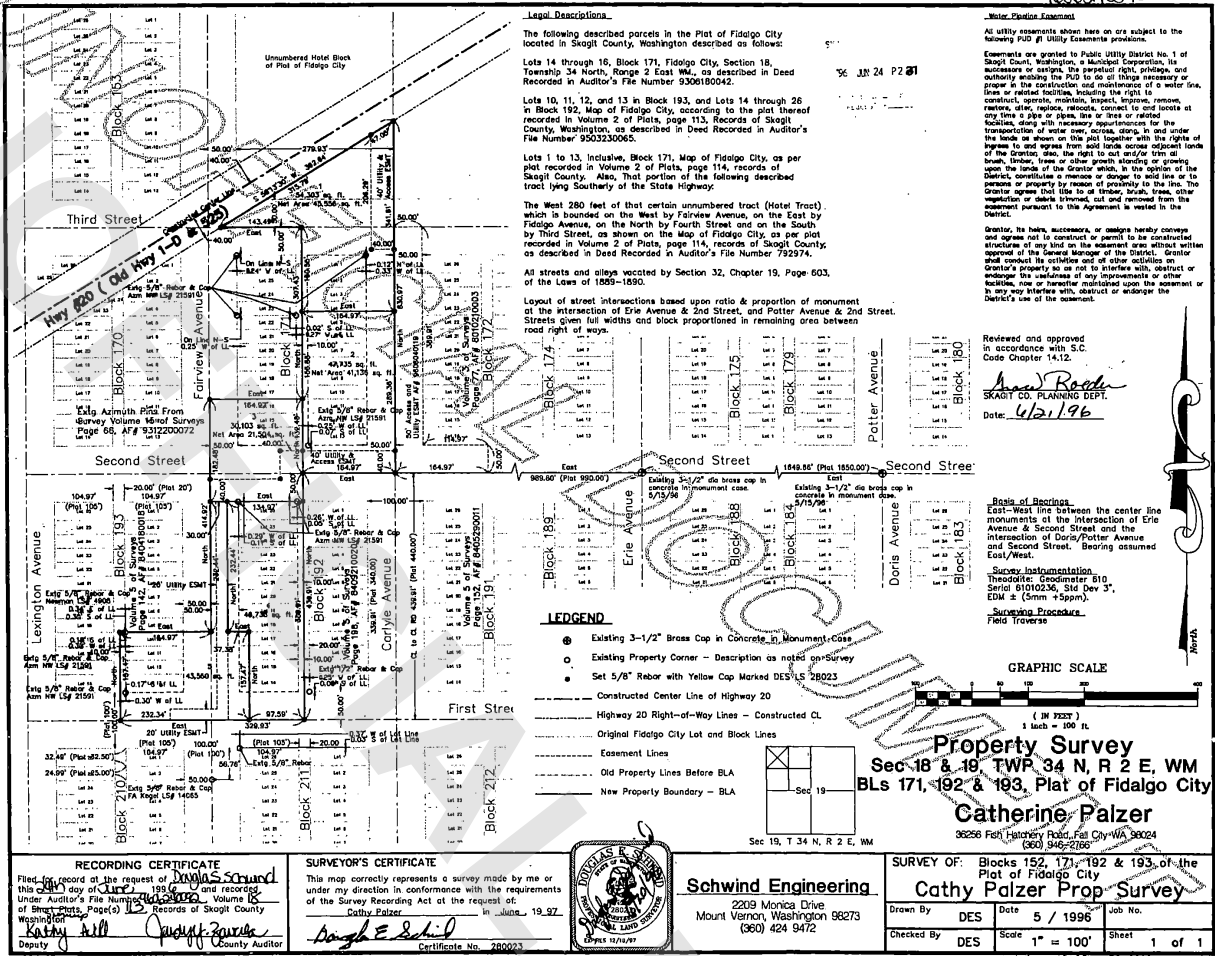


No.	EASEMENT RIGHT OF WAY	FROM	TO
			<u>Cathy Wilson</u> <u>3425 E. Sun Harvesty rd</u> <u>Spill City WA 98284</u>

9606040119

BK1555PG0465

0106240092



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 W.M., as described in Deed Recorded in Auditor's File Number 9306180042.

Lots 10, 11, 12, and 13 in Block 193, and Lots 14 through 26 in Block 192, Map of Fidalgo City, according to the plat thereof recorded in Volume 2 of Plats, page 113, records of Skagit County, Washington, as described in Deed Recorded in Auditor's File Number 9303330065.

Lots 1 to 13, inclusive, Block 171, Map of Fidalgo City, as per plat recorded in Volume 2 of Plats, page 114, records of Skagit County, Washington. Also, that portion of the following described tract lying Southwary of the State Highway:

The West 280 feet of that certain unnumbered tract (Hotel 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, as described in Deed Recorded in Auditor's File Number 792974.

All streets and alleys located by Section 32, Chapter 19, Page 603, of the Laws of 1889-1890.

Layout of street intersections based upon ratio & proportion of monument at the intersection of Erie Avenue & 2nd Street, and Potter Avenue & 2nd Street. Streets given full widths and block proportioned in remaining area between road right of ways.

Water Pipeline Easement

All utility easements shown here on are subject to the following PUD # Utility Easements provision: Easements are granted to Public Utility District No. 1 of Skagit County, Washington, a Municipal Corporation, its successors or assigns, the permitted right, privilege, and authority enabling the PUD 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, renew, alter, replace, relocate, connect to and locate at any time a pipe or pipe, line or lines or related facilities, along with necessary appurtenances for the transportation of water over, across, along, in and under the easement shown on this plat together with the right of access to and from the said block across adjacent lands of the grantor; the right to cut and remove trees, brush, limbs, trees or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a nuisance 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, his heirs, successors, or assigns hereby coveys 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 his activities and other activities on the Grantor's property so as not to interfere with, obstruct or endanger the easement 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.

Reviewed and approved in accordance with S.C. Code Chapter 14.12. *Anna J. Padden* SKAGIT CO. PLANNING DEPT. Date: 10/21/23

LEGEND

- Existing 3-1/2" Brass Cap in Concrete in Monument-Cross
- 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

GRAPHIC SCALE

Property Survey
Sec 18 & 19, TWP 34 N, R 2 E, WM
Blks 171, 192 & 193, Plat of Fidalgo City
Catherine Palzer
36256 Fair Hatchery Road, Fall City, WA 98024
(360) 946-2766

RECORDING CERTIFICATE
Filed for record at the request of *ANNA J. PADDEN* and recorded this 20th day of October, 1923 and recorded Under Auditor's File Number 9306180042 of Block 171, Page(s) 13 Records of Skagit County Washington.
Kathy Hill Deputy County Auditor

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 at the request of *Cathy Palzer* in June, 1923.
Angela E. Schul Certificate No. 2800023



Schwind Engineering
2205 Montez Drive
Mount Vernon, Washington 98273
(360) 424 9472

SURVEY OF: Blocks 152, 171, 192 & 193, of the Plat of Fidalgo City
Cathy Palzer Prop Survey
Drawn By: DES Date: 5 / 1996 Job No.
Checked By: DES Scale: 1" = 100' Sheet: 1 of 1

vol 18 SURV 95 pg 113

JUL 29 1996

9607290044

WATER PIPELINE EASEMENT

Amount Paid \$
By Skagit Co. Treasurer
Deputy
W

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

36 JUL 29 AM 1:16

RECORDED & FILED
REQUEST FOR

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. Stamey
Notary Public in and for the State of Washington

My appointment expires: February 9, 2000



7
3
/ 10

KATHY WELLS
SKAGIT

'98 APR -9 A9:47

9804090048

SEARCHED _____ FILED _____
REGISTERED _____

COVER SHEET

FIRST AMERICAN TITLE CO.

A54325

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

4692-000-008-0000

WATER PIPELINE EASEMENT

GRANTOR: Thomas Powroznik, Amy Jean Powroznik and
Gregory T. Lester

GRANTEE: Public Utility District No. 1 of Skagit County

LEGAL

DESCRIPTION: The West 10 feet of Lot 8, 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.

Situate in the County of Skagit, State of Washington

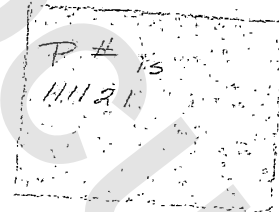
**ASSESSOR'S
PARCEL**

NUMBER: P111127

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR - 9 1998

Amount Paid
By: Skagit County Treasurer / Deputy



9804090048

BK1794PG0632

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 8th 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 8th day of April 1998.

[Signature]
Thomas Powroznik

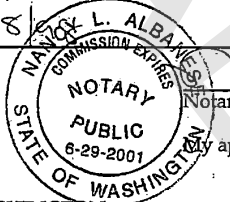
[Signature]
Amy Jean Powroznik

[Signature]
Gregory T. Lester

STATE OF WASHINGTON
COUNTY OF Snohomish

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

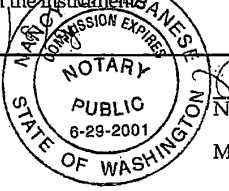
Date: 4/8/98
[Signature]
Notary Public in and for the State of Washington
My appointment expires: 6-29-2001



STATE OF WASHINGTON
COUNTY OF Snohomish

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

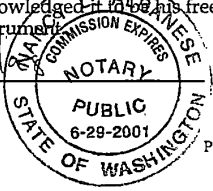
Date: 4/8/98
[Signature]
Notary Public in and for the State of Washington
My appointment expires: 6-29-2001



STATE OF WASHINGTON
COUNTY OF Snohomish

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 Section

[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

[View Value History](#)

2002 Property Tax Summary

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

[View Tax Statement](#)

Appraisal in progress. Subject to change.

Legal Description

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

Levy Code 1490	Neighborhood PLATTED LOTS; RES	Land Use Per WAC 458-53-030 HOUSEHOLD SFR OUTSIDE CITY		
City District Skagit County	School District SD103	Fire District F13	Utilities PWR,WTR-P,SEP	
Year Built 1997	Acres 1.87	Living Area 1871 sq ft	Number Of Rooms	Bdrms 3
Construction Style	Foundation CONCRETE	Exterior Walls SIDING	Roof Covering COMPOSITION	Roof Style PITCHED
Interior Finish	Floor Covering CARPET/VINYL	Floor Construction WOOD SUB FLOOR	Plumbing MASTER BATH(5 FIX)-FULL BATH-HALF BATH	
Appliances BASIC APPLIANCE SET	Heat-AirCond FORCED AIR	Fireplace ZERO CLEARANCE FIREPLACE		
Sale Deed Type WARRANTY DEED	Sale Date 01/11/2002	Sale Price \$228,500.00		

PUD #1
1415 Freedom Dr
Mt. Vernon

9/26

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 5 1990

Amount Paid \$
By Skagit Co. Treasurer Deputy

9011050086 WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 1st 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.

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 Freedom 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 1 day of November, 1990.

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

STATE OF WASHINGTON
COUNTY OF SKAGIT

Kenny T. Portis day of November, 1990, personally appeared before me Kenny T. 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 U. Curtis
Notary Public in and for the State of
Washington, residing at 10193

900#1
1415 Freeway Dr
Mt. Vernon

9/21/88

9011050087 WATER PIPELINE EASEMENT

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 5 1990

Amount Paid \$
Skagit Co. Treasurer
Deputy

THIS AGREEMENT is made this 31st 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

VOL 940 PAGE 564

9011050087

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 31st day of OCTOBER, 1990.

Katherine T. Portis *secretary / treasurer*

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 31st 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



Land Title Company
of Skagit County

628

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

SR:

95 OCT -9 P2 21

This Space Reserved For Records Use
RECORDED FILED
REQUEST #

9510090036

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
By: Skagit County Treasurer 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 Robert C. Nielsen, President

By OCT - 9 1995

STATE OF Washington)
County of Skagit) SS:

Amount Paid \$
By Skagit Co. Treasurer Deputy

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

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



9510090036

BK 1482160573

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 00 degrees 34'41" East, a distance of 644.17 feet;
 thence South 22 degrees 12'49" West, a distance of 283.19 feet;
 thence South 16 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

PAO #1
1415 Freeway Dr
Mt. Vernon

6
2
800

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

NOV 5 1990

9011050087 WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 31st 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:

Amount Paid \$ 0-
Skagit Co. Treasurer
Deputy

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.

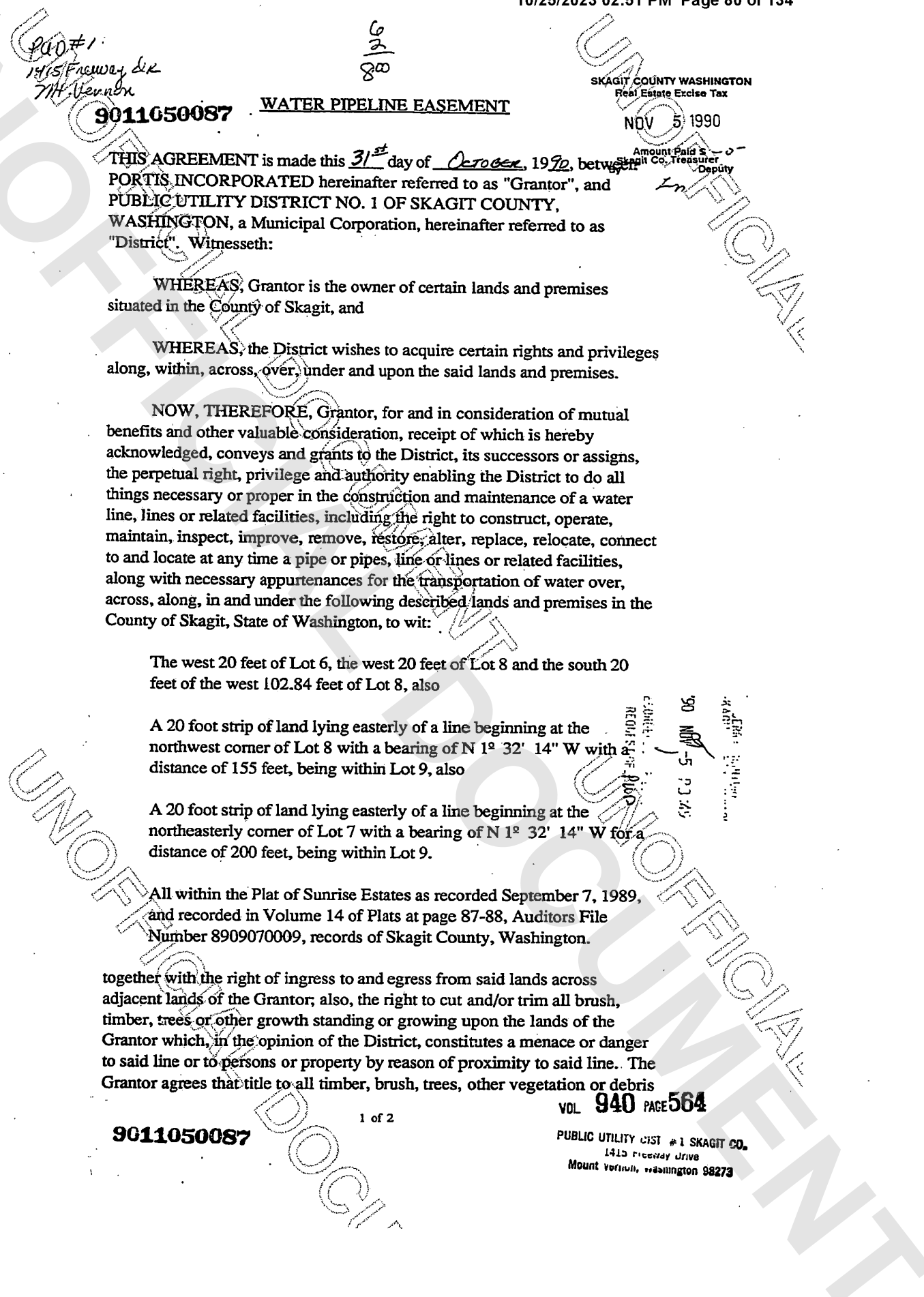
All within the Plat of Sunrise Estates as recorded September 7, 1989, and recorded in Volume 14 of Plats at page 87-88, Auditors File Number 8909070009, records of Skagit County, Washington.

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

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 31st day of OCTOBER, 1990.

Katherine T. Portis *secretary / treasurer*

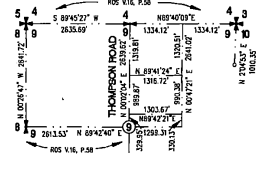
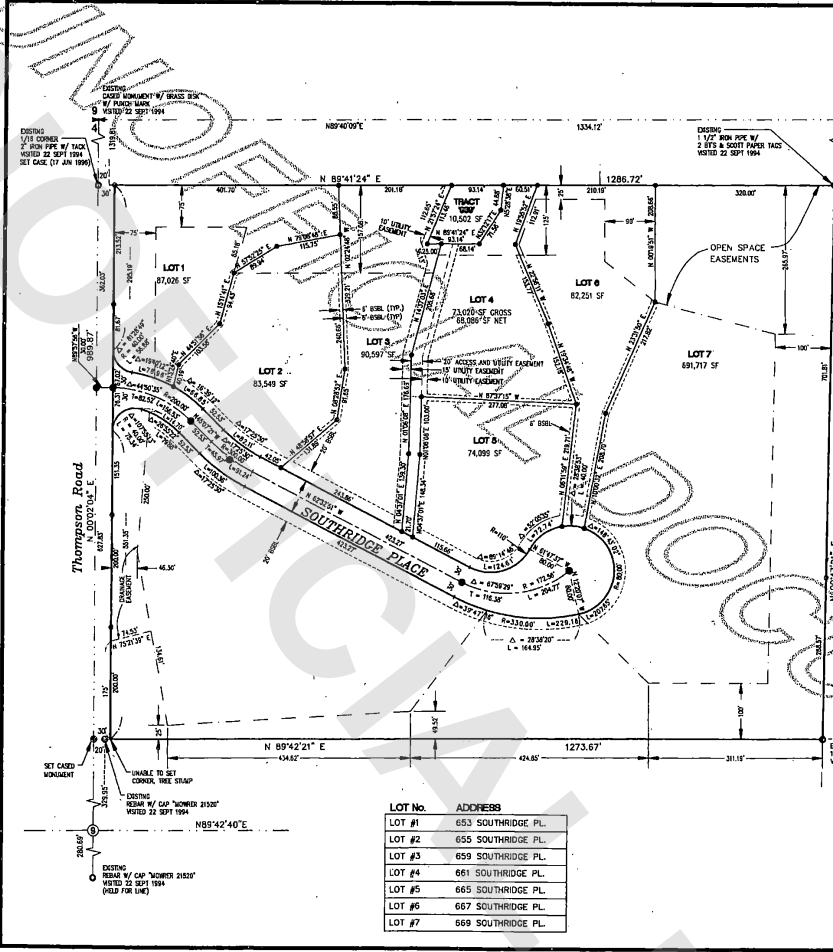
STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 31st 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

9611050065



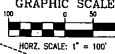
SECTION SUBDIVISION
SCALE 1" = 1000'

BASE OF BEARING:
RECORD OF SURVEY, VOLUME 16 OF SURVEYS, PAGE 58,
RECORDS OF SKAGIT COUNTY, WASHINGTON.
(THE N-S CENTERLINE OF SECTION 9 AS IN 0002'04 C)

EQUIPMENT AND PROCEDURE:
METHOD OF SURVEY: FIELD TRAVERSE OF EXISTING MONS (22 SEP 1994)
INSTRUMENTATION: LEITZ SET 4A, 5" TOTAL STATION
PRECISION: EXCEEDS STATE STANDARDS WAC 332-130-090



- LEGEND:**
- ⊕ SECTION CORNER AS DESCRIBED
 - ⊙ SECTION QUARTER CORNER AS DESCRIBED
 - ⊙ SECTION CENTER AS DESCRIBED
 - EXISTING MONUMENT AS DESCRIBED
 - EXISTING 1/2" x 24" REBAR W/CAP "TRIP END 20719"
 - SET 1/2" x 24" REBAR W/CAP "TRIP END 20719"
 - SET CAGED MONUMENT W/BRASS DISK "I.E. 20719"



WATER SUPPLY: SKAGIT COUNTY PUD

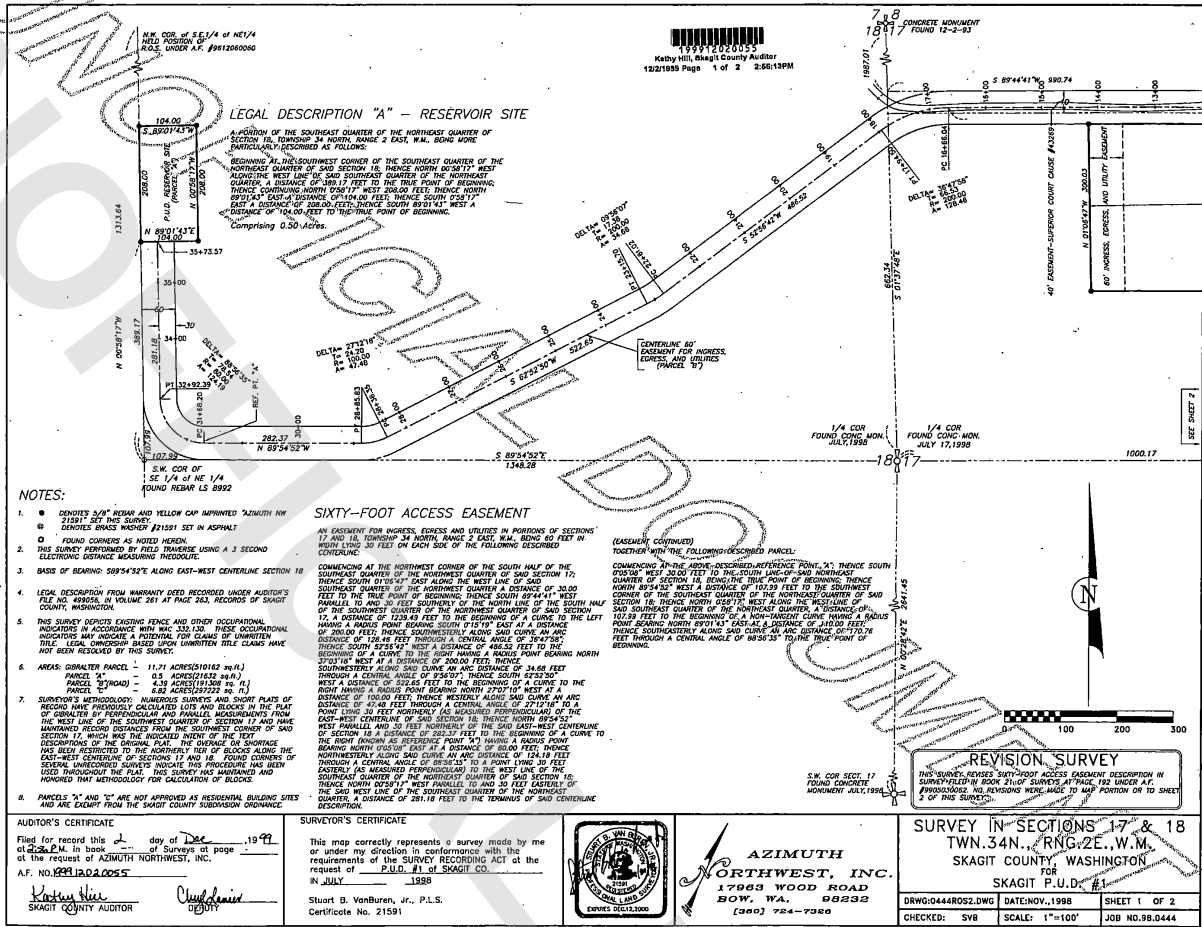


LOT No.	ADDRESS
LOT #1	653 SOUTHRIDGE PL.
LOT #2	655 SOUTHRIDGE PL.
LOT #3	659 SOUTHRIDGE PL.
LOT #4	661 SOUTHRIDGE PL.
LOT #5	665 SOUTHRIDGE PL.
LOT #6	667 SOUTHRIDGE PL.
LOT #7	669 SOUTHRIDGE PL.

APNs: 9611050065
PLAT OF
ESTATES AT SUMMIT PARK DIV. 1
IN THE SW 1/4, NE 1/4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.
COUNTY OF SKAGIT, STATE OF WASHINGTON.

TREPANIER ENGINEERING CIVIL ENGINEERS AND LAND SURVEYORS
1420 NEWITT AVE. LAND SURVEYORS' 123
EVERETT, WA 98201 FAX: (360) 254-5558 DATE OF THIS SURVEY: 17 JUN 96
R.H.B. 31 JUL 96 R.A.H. 31 JUL 96 1" = 100' FILE NO. SK040
MAP 2 OF 2

U.16 Plats Pg 146



- NOTES:**
1. DENOTES 3/8" RED AND YELLOW CAP MARKED "AZIMUTH N11591" SET IN THIS SURVEY.
 2. DENOTES BRASS WADSWORTH #21591 SET IN ASPHALT.
 3. FOUND CORNERS AS NOTED HEREIN.
 4. THIS SURVEY FORTIFIED BY FIELD TRAVELER USING A 3 SECOND ELECTRONIC DISTANCE MEASURING THEODOLITE.
 5. BASES OF BEARINGS 589°54'52" ALONG EAST-WEST CENTERLINE SECTION 18.
 6. LEGAL DESCRIPTION FROM WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 493006 IN VOLUME 261 AT PAGE 263, RECORDS OF SKAGIT COUNTY, WASHINGTON.
 7. THIS SURVEY DEPICTS EXISTING FENCE AND OTHER OCCUPATIONAL INDICATORS IN ACCORDANCE WITH WAC 350.130. THESE OCCUPATIONAL INDICATORS MAY INDICATE A POTENTIAL FOR CLAIM OF OWNERSHIP TITLE. LEGAL CONSIDERATION SHOULD BE GIVEN TO THESE CLAIMS IF NOT BEEN RESOLVED BY THIS SURVEY.
 8. AREAS:
 - PARCEL 11 - 11.77 ACRES (510462 sq. ft.)
 - PARCEL 12 - 8.5 ACRES (371248 sq. ft.)
 - PARCEL 13 (ROAD) - 8.82 ACRES (382722 sq. ft.)
 - PARCEL 14 - 8.82 ACRES (382722 sq. ft.)
 9. SURVEYOR'S METHODOLOGY: MANUSCRIPT SURVEYS AND SHORT PLATS OF RECORD HAVE BEEN PROBABLY CALCULATED LOTS AND BLOCKS IN THE PLAT OF CORNERS BY PERPENDICULAR AND PARALLEL MEASUREMENTS FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 AND HAVE HORIZONTAL RECORD DISTANCES FROM THE SOUTHWEST CORNER OF SAID SECTION 17, WHICH WAS THE INDICATED INTERMEDIATE POINT. DESCRIPTIONS OF THE ORIGINAL PLAT, THE CHANGE OF SURVEY HAS BEEN RESTRICTED TO THE NORTHERLY TIER OF BLOCKS ALONG THE EAST-WEST CENTERLINE OF SECTIONS 17 AND 18. FOUND CORNERS OF SEVERAL UNRECORDED SURVEYS INDICATE THIS PROCEDURE HAS BEEN USED THROUGHOUT THE PLAT. THIS SURVEY HAS MARKED AND MONUMENTED THIS METHODOLOGY FOR APPROVAL OF BLOCKS.
 10. PARCELS "1" AND "2" ARE NOT APPROVED FOR RESIDENTIAL BUILDING SITES AND ARE EXEMPT FROM THE SHORT COUNTY SUBDIVISION ORDINANCE.

AUDITOR'S CERTIFICATE

Filed for record this 2 day of Dec, 1999, at 2:28 P.M. in book 2107 of Surveys at page 182 of the record of AZIMUTH NORTHWEST, INC. A.P. NO. 5891282.0005

Kathy Hill
SKAGIT COUNTY AUDITOR

Chad Jamieson
DEPUTY

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 P.L.L.C. #1 of SKAGIT CO. in JULY, 1999.

Stuart B. VanBuren, Jr., P.L.S.
Certificate No. 21591



AZIMUTH NORTHWEST, INC.
17863 WOOD ROAD
BOW, WA. 98222
(360) 724-7368

SURVEY IN SECTIONS 17 & 18 TWN. 34N., R. 2E., W. 4M., SKAGIT COUNTY, WASHINGTON FOR SKAGIT P.U.D. #1

DRWG:04448052.DWG DATE:NOV., 1998 SHEET 1 OF 2
CHECKED: SVB SCALE: 1"=100' JOB NO:98.0444

C:\working\skagit\2005\14.31.00.1099



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 24th day of July, 2001.

Mark A. Edson
Mark A. Edson

Carolyn A. Edson
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

Marilyn E. Allen
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: M.A. 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

Marilyn E. Allen
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 29th 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 27th day of JANUARY, 2004.

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

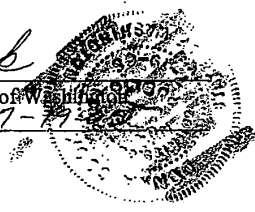
STATE OF WASHINGTON
COUNTY OF SKAGIT

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 27, 2004.

Donna Cook

Notary Public in and for the State of Washington
My appointment expires: 7-7-04



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 11th day of May, 2005, between **Randall L. and Vicki J. Hawkinson, husband and wife**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, sewer and communication, lines or other similar public service related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water, sewer and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P73033

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

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

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

Situate in the County of Skagit, State of Washington.

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

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

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor(s); also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor(s) agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

In addition, the Grantor(s) and their heirs, successors, or assigns, do hereby convey 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 convey and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor(s) shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantor(s) also agree to and with the District that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 9th day of May, 2004.

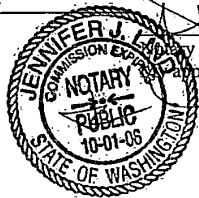
Randall L. Hawkinson
RANDALL L. HAWKINSON

Vicki J. Hawkinson
VICKI J. HAWKINSON

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that RANDALL L. HAWKINSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 5-9-05



Jennifer J. Lin
Notary Public in and for the State of Washington
Appointment expires: 10-01-06

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

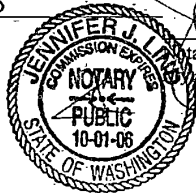
MAY 12 2005

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



Jennifer J. Lin
Notary Public in and for the State of Washington
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 will 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.# 4239

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



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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.



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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

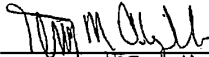
SEP 29 2005
Amount Paid \$
Skagit Co. Treasurer
By: *[Signature]* Deputy


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.



Print Name JERRY 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 9th day of September, 2005, before me, the undersigned, personally appeared Kenneth K. Kukuk, to me known to be the General Manager of PUD #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.




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





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 13th 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]* Deputy

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 12th 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

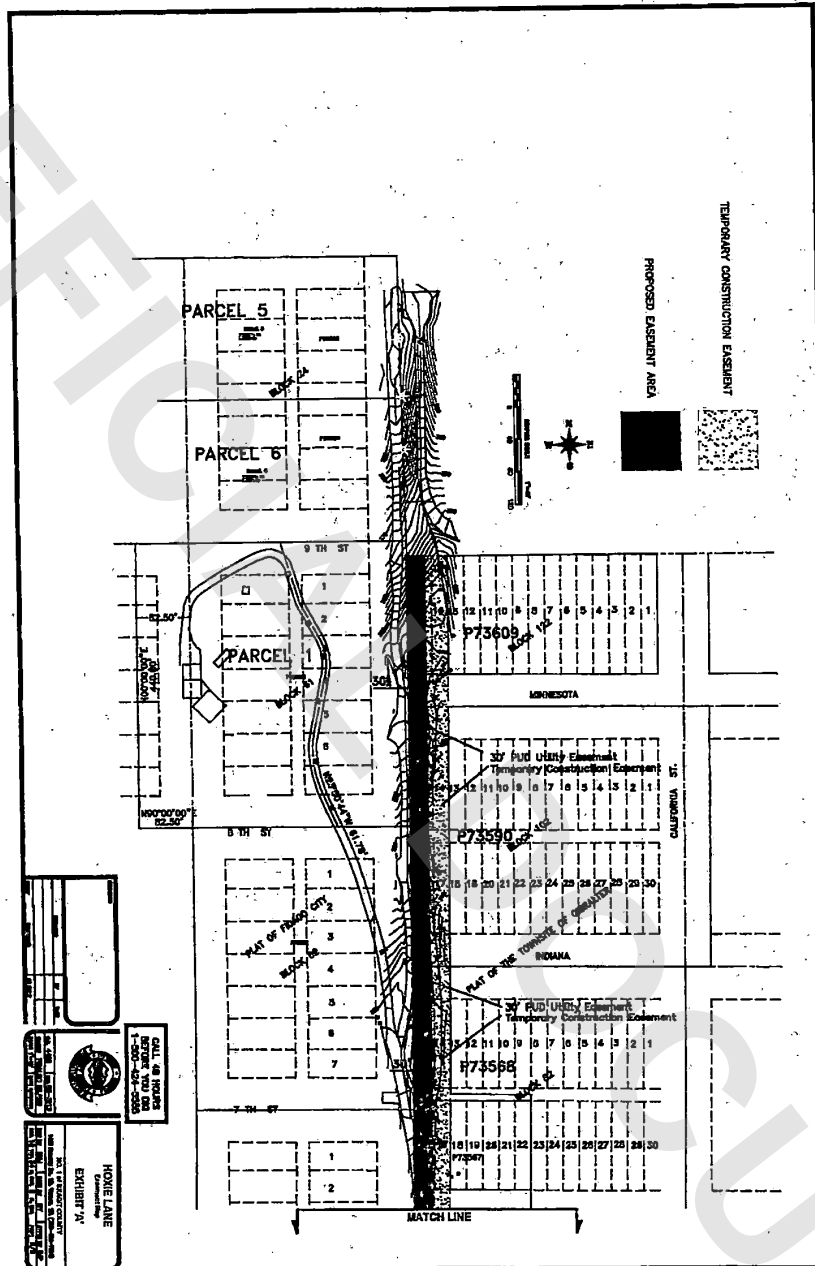
I certify that I know or have satisfactory evidence that CATHERINE M. McPHEE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

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



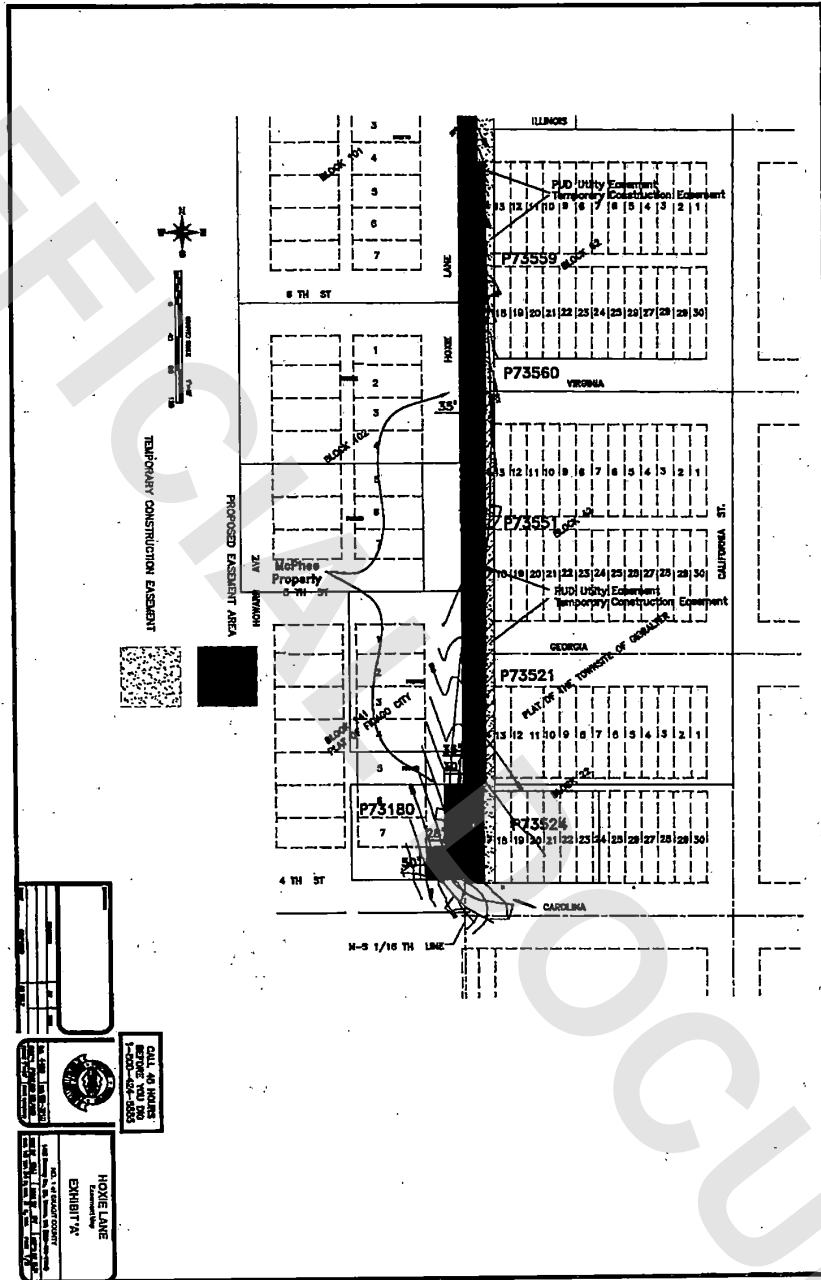
CALL BY PHONE
FOR MORE INFORMATION
800-368-3333

HOLME LAINE
Consulting Inc.
EXHIBIT "A"



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Skagit County Auditor

EXHIBIT "A"
Page 2 of 2



NOVIELANE
EXHIBIT A

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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: _____

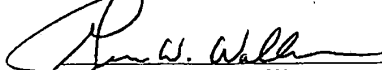
STATE OF WASHINGTON
COUNTY OF SKAGIT

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.

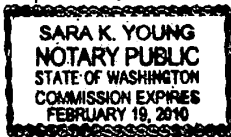

GEORGE W. WALLACE

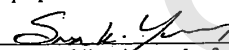

GRACE J. WALLACE

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

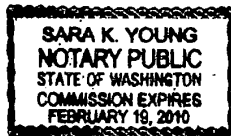


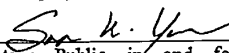

Notary Public in and for the State of Washington
My appointment expires: Feb. 19, 2010

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.

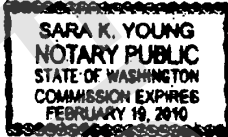
Norman D. Hoxie
NORMAN D. HOXIE

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

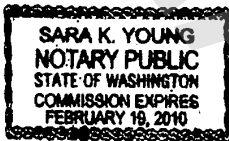


Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: Feb. 19, 2010

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.

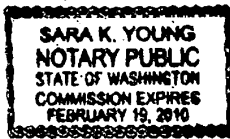
Jack Walker Jones, Jr.
JACK WALKER JONES, JR.

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

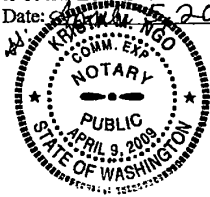


Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: Feb. 19, 2010

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.

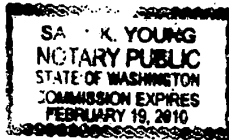
Virginia L. Bridges
VIRGINIA L. BRIDGES

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: 4/5/06

SA 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.

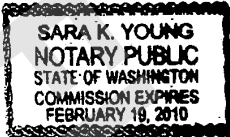
Jim L. Frisk
JIM L. FRISK

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: _____



In Witness Whereof, the Grantor hereunto sets his hand and seal this _____ day of _____, 2006.

JIM L. FRISK

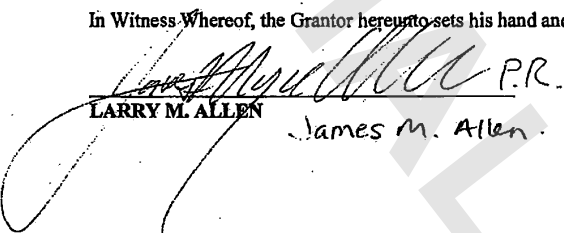
STATE OF WASHINGTON
COUNTY OF SKAGIT

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: _____

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

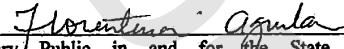
In Witness Whereof, the Grantor hereunto sets his hand and seal this ^(PA) 3rd day of April, 2006.


LARRY M. ALLEN James 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: 4/3/06



Notary Public in and for the State of Washington
My appointment expires: 2/2/09

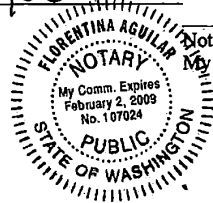


EXHIBIT B
UTILITY EASEMENT
SUPPLEMENTAL LEGAL DESCRIPTION

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.

JACK WALKER JONES, JR.

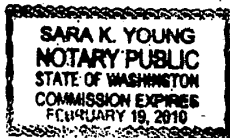
Gloria Jean Jones

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: 6/21/06



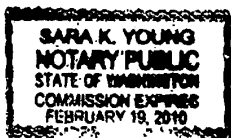
Sara K. Young

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

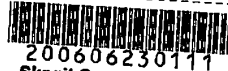


Sara K. Young

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 ²¹ 20th day of June, 2006.

Marvin D. Portis
MARVIN D. PORTIS

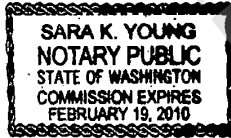
Jeanette M. Portis
JEANETTE M. PORTIS

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

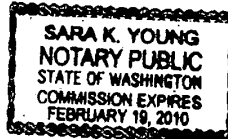
Amount Paid
By *Sara K. Young*
Skagit Co. Treasurer Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

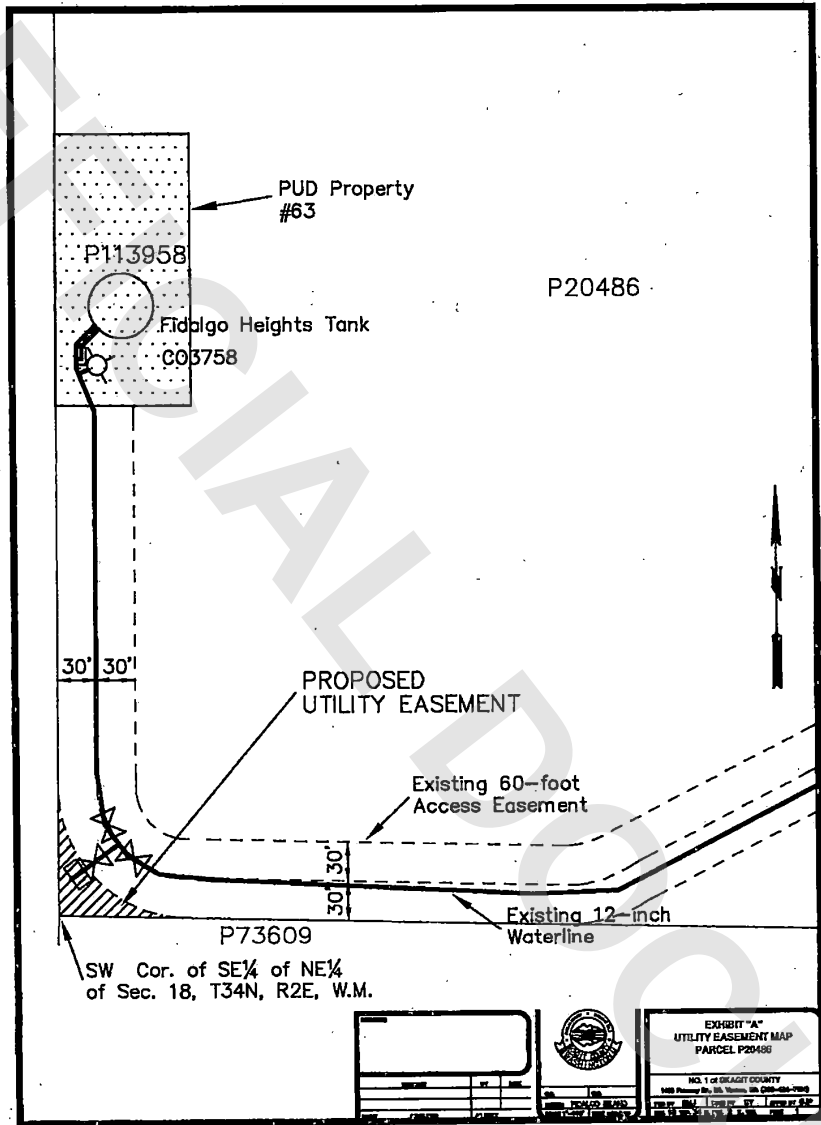
I certify that I know or have satisfactory evidence that JEANETTE M. PORTIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/21/06

Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: February 19, 2010



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

6/23/2006 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

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

JUN 23 2006
Amount Paid \$
Skagit Co. Treasurer
By Deputy

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 5th day of June, 2006.

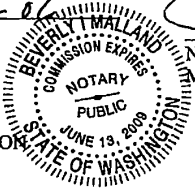
Robert H. Johnson
ROBERT H. JOHNSON

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



200606230113
Skagit County Auditor

ACCEPTED FOR THE DISTRICT:

Kenneth K. Kukuk
Kenneth K. Kukuk, General Manager

6-19-06
Date

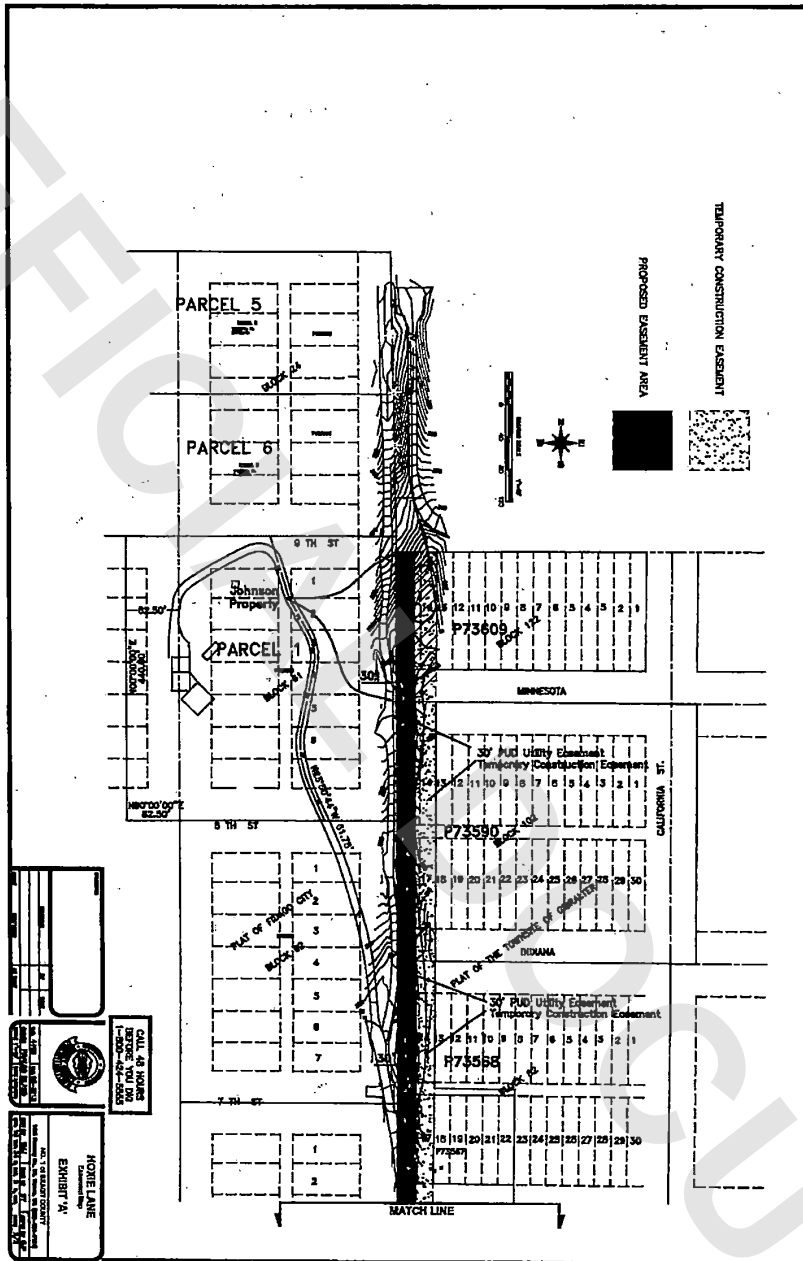
STATE OF WASHINGTON
COUNTY OF SKAGIT

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



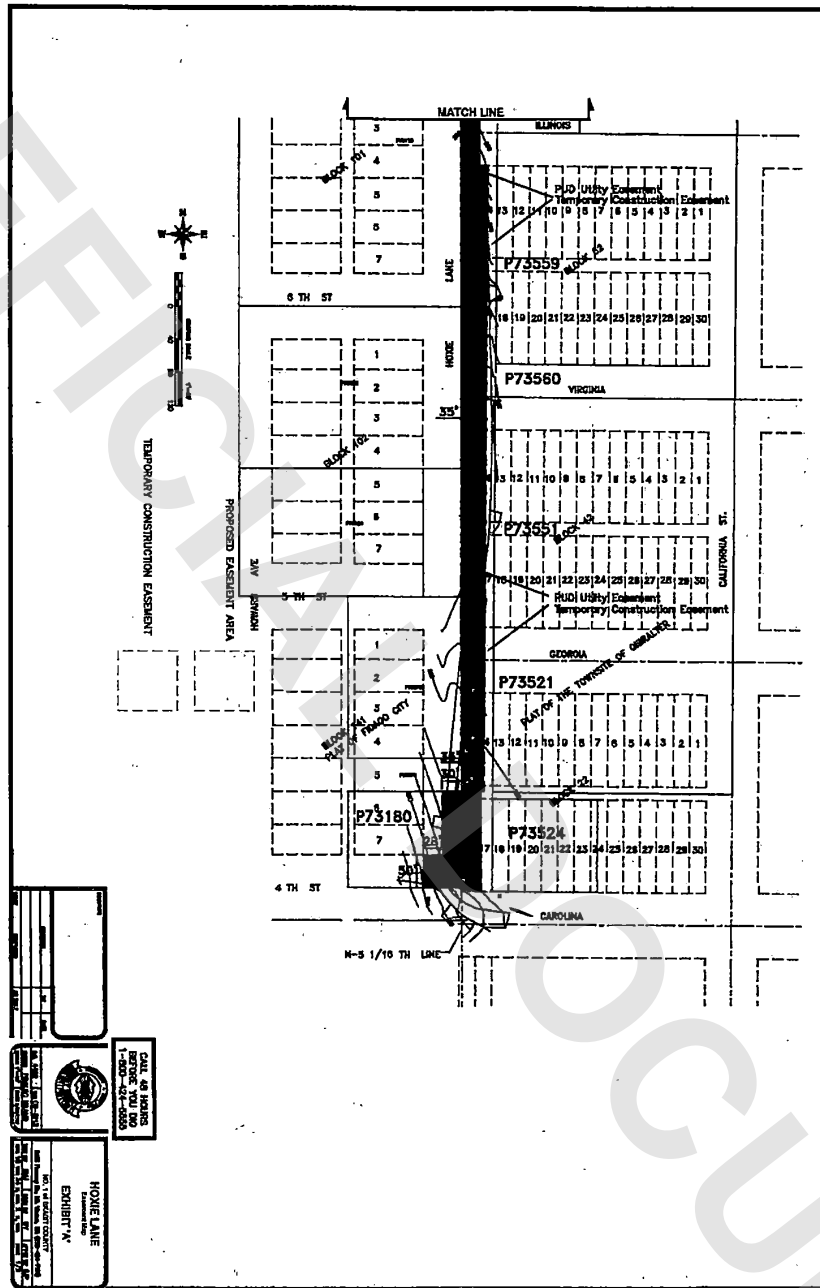




JOHN LANE Surveyor 10000



200606230113
Skagit County Auditor



DATE OF RECORDS
 1-2006-428-0000

HOME LANE
 EXHIBIT 'K'

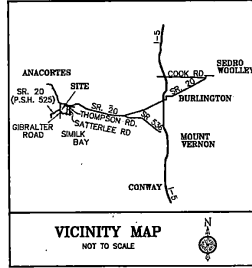


200606230113
 Skagit County Auditor

PUD UTILITY EASEMENT

EASEMENTS ARE GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, A MUNICIPAL CORPORATION, ITS SUCCESSORS OR ASSIGNS, THE PERPETUAL RIGHT, PRIOR TO THE CONSTRUCTION AND MAINTENANCE OF A WATER, SEWER, AND GAS MAINS, LINES OR RELATED FACILITIES, INCLUDING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT, IMPROVE, RESTORE, ALTER, REPLACE, RELOCATE, CONNECT TO AND LOCATE AT ANY TIME A PIPE OR PILES, LINES OR RELATED FACILITIES, ALONG WITH NECESSARY APPURTENANCES FOR THE TRANSPORTATION OF WATER, SEWER, AND GAS MAINS LINES OR OTHER SIMILAR PUBLIC SERVICES OVER, ACROSS, ALONG, IN AND UNDER THE LANDS AS SHOWN ON THIS PLAT TOGETHER WITH THE RIGHT OF ACCESS TO AND EGRESS FROM SAID LANDS ACROSS ADJACENT LANDS OF THE GRANTEE. ALSO, THE RIGHT TO CUT AND/OR TRIM ALL BRUSH, OR OTHER GROWTH STANDING OR GROWING UPON THE LANDS OF THE GRANTEE WHICH, IN THE COURSE OF THE DISTRICT, CONSTITUTES A MENACE OR DANGER TO SAID LINES) TO PERSONS OR PROPERTY BY REASON OF PROXIMITY TO THE LINES. THE GRANTEE 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.

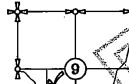
GRANTEE, ITS HEIRS, SUCCESSORS, OR ASSIGNS HEREBY CONVEYS AND AGREES NOT TO CONSTRUCT OR PERMIT TO BE CONSTRUCTED STRUCTURES OF ANY KIND ON THE EASEMENT AREA WITHOUT WRITTEN APPROVAL OF THE GENERAL MANAGER OF THE DISTRICT. GRANTEE SHALL CONDUCT ITS ACTIVITIES AND ALL OTHER ACTIVITIES ON GRANTEE'S PROPERTY 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.



LOT ADDRESS INFORMATION

A SKAGIT COUNTY ADDRESS RANGE HAS BEEN APPLIED TO THE ROAD SYSTEM IN THIS SUBDIVISION. AT THE TIME OF APPLICATION FOR BUILDING AND/OR ACCESS, SKAGIT COUNTY QC WILL ASSIGN INDIVIDUAL ADDRESSES IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE 15.24.

ROAD NAME	BEGINNING RANGE	ENDING RANGE
OVERSEER SHED LANE	8178	8339
THOMPSON BEACH ROAD	8339	8401
SATTLELEE ROAD	12916	13461



TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT ALL TAXES HERETOFORE LEVIED AND WHICH HAVE BECOME A LIEN UPON THE LANDS HEREIN DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE, UP TO AND INCLUDING THE YEAR OF 2022, THIS 15th DAY OF January, 2023.

Rachel Thompson
SKAGIT COUNTY TREASURER

SHORT PLAT NO. PL04-0849 DATE 1-15-08



OWNER

JAMES D. MARTIN
REGINA L. MARTIN
13171 SATTLELEE ROAD
ANACORTES, WA 98221

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SHORT SUBDIVISION IS BASED ON AN ACTUAL SURVEY, WHICH IS RETRACED AND BASED ON THE SUBDIVISION OF THE SURVEY, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT NO OBJECTIONS HAVE BEEN SET FORTH BY ANY PERSON ON THE GROUND AS SHOWN ON THE SHORT PLAT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN CHAPTER 35A-125 WAC.

J. B. Semrau
DATE: 11-9-07

JAMES B. SEMRAU, P.E. P.L.L.C. CERTIFICATE NO. 20626
SEMRAU ENGINEERING & SURVEYING, PLLC
2118 WINDSOR DRIVE, SUITE 200
MOUNT VERNON, WA 98272
PHONE (360) 424-2666



APPROVALS

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE SKAGIT COUNTY CODE 14.38 ON THIS 22nd DAY OF January, 2008.

John Dave
SKAGIT COUNTY PLANNING DIRECTOR

James S. Vestberg 1/16/08
SKAGIT COUNTY ENGINEER

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SKAGIT COUNTY CODE, TITLE 12.05 (ON-SITE SEWAGE) AND 12-48 (WATER) THIS 10th DAY OF January, 2008.

William
SKAGIT COUNTY HEALTH OFFICER

AUDITOR'S CERTIFICATE



AT THE REQUEST OF SEMRAU ENGINEERING & SURVEYING P.L.L.C.
J. Vanquist
SKAGIT COUNTY AUDITOR

OWNER'S CONSENT

I KNOW ALL HEIR BY THESE PRESENTS THAT THE UNDERSCRIBED SUBDIVISIONS HEREBY CERTIFY THAT THIS SHORT PLAT IS MADE IN THEIR FREE AND VOLUNTARY ACT AND DEED.

J. D. Martin
JAMES D. MARTIN

Regina S. Martin
REGINA L. MARTIN

WELLS FARGO BANK, NATIONAL ASSOCIATION

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF SKAGIT

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE JAMES D. MARTIN AND REGINA L. MARTIN, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 11-9-07
SIGNATURE *J.B. Semrau*
TITLE Notary Public
MY APPOINTMENT EXPIRES 10-31-2010



ACKNOWLEDGMENT

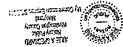
STATE OF Washington
COUNTY OF Skagit

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
Lora L. Slaughter

SIGNED THIS INSTRUMENT, ON DATE STATED THAT (SHE/HE/they) (WAS/ARE) AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____
 Vice President

OF, WELLS FARGO BANK, NATIONAL ASSOCIATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 12-27-07
SIGNATURE *Lora L. Slaughter*
TITLE Notary Public
MY APPOINTMENT EXPIRES 6-6-2011



SHEET 1 OF 3

SHORT PLAT NO. <u>PL04-0849</u>	DATE:
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	
FB 233 PG 48-50 SURVEYING - ENGINEERING - PLANNING	SCALE: N/A
MERIDIAN: ASSUMED	W.M. NO. 4541

DRAWING IN CHARGE: KASEP/DWG 10/25/07

SURVEY DESCRIPTION

THAT PORTION OF THE FOLLOWING DESCRIBED PARCELS "A", "D", AND "C" IN GOVERNMENT LOTS 4 AND 5, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SAID PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE NORTH 89°27'45" EAST 160.00 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 TO THE TRUE POINT OF BEGINNING OF SAID LINE;
THENCE SOUTH 07°09'33" EAST 333.89 FEET;
THENCE SOUTH 07°19'00" EAST 475 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF SMLK BAY AND THE TERMINUS OF SAID LINE.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND ROADWAY, BEING 30 FEET IN WIDTH, AS RECORDED UNDER AUDITOR'S FILE NUMBER 844978.
AND ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, ROADWAY AND UTILITIES BEING 50 FEET IN WIDTH AND BEING 20 FEET TO THE LEFT AND 30 FEET TO THE RIGHT OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 89°27'45" WEST 234.50 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 TO THE TRUE POINT OF BEGINNING OF SAID LINE;
THENCE SOUTH 89°27'45" WEST 234.50 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 193.00 FEET, THROUGH A CENTRAL ANGLE OF 46° 09' 59" AN ARC DISTANCE OF 81.11 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 19°32'31" EAST 41.48 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 37°07'27" AN ARC DISTANCE OF 46.17 TO A POINT OF TANGENCY;
THENCE SOUTH 57°17'58" EAST 338.85 FEET TO THE EAST LINE OF THE WEST 193.00 FEET OF SAID GOVERNMENT LOT 4 AND THE TERMINUS OF SAID LINE;
THE EXTENSION SIDE LINES OF SAID EASEMENT ARE TO BE SHORTENED OR EXTENDED TO THE NORTH LINE OF SAID GOVERNMENT LOT 4 AND TO THE EAST LINE OF THE WEST 193.00 FEET OF SAID GOVERNMENT LOT 4.

SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

PARCEL "A"

GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., EXCEPT THE EAST 40 FEET THEREOF.

TOGETHER WITH TOWNLANDS OF THE SECOND CLASS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF AND ADJUTING THEREON, EXCEPT ANY PORTION OF SAID TOWNLANDS AS HAVE BEEN CONVEYED BY THE STATE OF WASHINGTON AS TOWNLANDS SUITABLE FOR THE CULTIVATION OF CROPS, THROUGH ANY USED INSTRUMENTS ISSUED.

EXCEPT FROM SAID GOVERNMENT LOT 4 AND TOWNLANDS, THAT PORTION DESCRIBED AS FOLLOWS:
THAT PORTION OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5, AND OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 353.33 FEET TO THE SOUTH LINE OF A 20 FOOT EASEMENT FOR WATER LINES, BELONGING TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGOT COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 89°48' EAST 31.01 FEET;
THENCE NORTH 89°39' EAST 165.14 FEET TO THE EAST LINE OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST 475 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF SMLK BAY;
THENCE WESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5;
THENCE NORTH 12°19'00" WEST ALONG THE WEST LINE OF THE EAST 13.34 FEET OF SAID GOVERNMENT LOT 5, 425 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ABOVE MENTIONED PUBLIC EASEMENT;
THENCE NORTH 89°48' EAST ALONG SAID EASEMENT 14.18 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TOWNLANDS OF THE SECOND CLASS LYING IN FRONT OF THE ABOVE DESCRIBED TRACT OF LAND.
SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

PARCEL "D"

THAT PORTION OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5, AND OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 353.33 FEET TO THE SOUTH LINE OF A 20 FOOT EASEMENT FOR WATER LINES, BELONGING TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGOT COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 89°48' EAST 31.01 FEET;
THENCE NORTH 89°39' EAST 165.14 FEET TO THE EAST LINE OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST 475 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF SMLK BAY;
THENCE WESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5;
THENCE NORTH 12°19'00" WEST ALONG THE WEST LINE OF THE EAST 13.34 FEET OF SAID GOVERNMENT LOT 5, 425 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ABOVE MENTIONED PUBLIC EASEMENT;
THENCE NORTH 89°48' EAST ALONG SAID EASEMENT 14.18 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TOWNLANDS OF THE SECOND CLASS LYING IN FRONT OF THE ABOVE DESCRIBED TRACT OF LAND.
SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

PARCEL "C"

THAT PORTION OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5, AND OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 353.33 FEET TO THE SOUTH LINE OF A 20 FOOT EASEMENT FOR WATER LINES, BELONGING TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGOT COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 89°48' EAST 31.01 FEET;
THENCE NORTH 89°39' EAST 165.14 FEET TO THE EAST LINE OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST 475 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF SMLK BAY;
THENCE WESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5;
THENCE NORTH 12°19'00" WEST ALONG THE WEST LINE OF THE EAST 13.34 FEET OF SAID GOVERNMENT LOT 5, 425 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ABOVE MENTIONED PUBLIC EASEMENT;
THENCE NORTH 89°48' EAST ALONG SAID EASEMENT 14.18 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TOWNLANDS OF THE SECOND CLASS LYING IN FRONT OF THE ABOVE DESCRIBED TRACT OF LAND.
SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

PARCEL "C"

GOVERNMENT LOT 5, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.
TOGETHER WITH TOWNLANDS OF THE SECOND CLASS IN FRONT OF THAT PORTION OF THE GOVERNMENT MEASURER LINE DESCRIBED AS FOLLOWS:
BEGINNING ON THE MEASURER LINE OF SAID LOT 5, FROM WHICH THE MEASURER CORNER OF SECTIONS 8 AND 9 BEARS THE FOLLOWING COURSES AND DISTANCES: NORTH 8° WEST 3.0 CHAINS; NORTH 84° WEST 2.0 CHAINS; NORTH 0° WEST 2 CHAINS; NORTH 31° WEST 3 CHAINS; NORTH 15° WEST 3 CHAINS; NORTH 70° WEST 3 CHAINS;

THENCE FROM THE POINT OF BEGINNING RUN ALONG THE MEASURER LINE IN FRONT OF LOTS 4 AND 5, SECTION 9, SOUTH 30° EAST 1.30 CHAINS; SOUTH 87° EAST 2.5 CHAINS; EAST 3 CHAINS; SOUTH 77° EAST 1.25 TO THE EAST LINE OF SAID LOT 5, EXCEPT ANY PORTION OF SAID TOWNLANDS AS HAVE BEEN CONVEYED BY THE STATE OF WASHINGTON AS TOWNLANDS SUITABLE FOR THE CULTIVATION OF CROPS THROUGH ANY USED INSTRUMENTS ISSUED.

THAT PORTION FROM SAID GOVERNMENT LOT 5, THE FOLLOWING DESCRIBED TRACTS:
1) THAT PORTION PLATTED AS "SMLK BEACH, SKAGOT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 91, RECORDS OF SKAGOT COUNTY, WASHINGTON.

2) THAT PORTION PLATTED AS "MAJORNA VIEW ADDITION TO SMLK BEACH", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6, RECORDS OF SKAGOT COUNTY, WASHINGTON.

3) BEGINNING AT THE NORTHEAST CORNER OF LOT 15, BLOCK 1, "MAJORNA VIEW ADDITION TO SMLK BEACH", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 6, RECORDS OF SKAGOT COUNTY, WASHINGTON;
THENCE NORTH 68°51' EAST, A DISTANCE OF 15 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE FROM SAID TRUE POINT OF BEGINNING RUNNING NORTH 68°51' EAST A DISTANCE OF 100 FEET;
THENCE SOUTH 31°59' EAST, A DISTANCE OF 74.85 FEET;
THENCE SOUTH 82°44' EAST, A DISTANCE OF 27.4 FEET;

THENCE SOUTH 82°30' EAST, A DISTANCE OF 100 FEET TO A POINT THAT IS NORTH 89°00' EAST, FROM THE SOUTHWEST CORNER OF LOT 17 OF BLOCK 1 "MAJORNA VIEW ADDITION TO SMLK BEACH";

THENCE NORTH 65°44' WEST, A DISTANCE OF 27.4 FEET;
THENCE NORTH 31°59' WEST 74.85 FEET TO THE TRUE POINT OF BEGINNING.

4) A PORTION OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5, AND OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 353.33 FEET TO THE SOUTH LINE OF A 20 FOOT EASEMENT FOR WATER LINES, BELONGING TO PUBLIC UTILITY DISTRICT NO. 1 OF SKAGOT COUNTY, WASHINGTON, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE NORTH 89°48' EAST 31.01 FEET;
THENCE NORTH 89°39' EAST 165.14 FEET TO THE EAST LINE OF THE WEST 193.00 FEET OF GOVERNMENT LOT 4;
THENCE SOUTH 12°19'00" EAST 475 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF SMLK BAY;
THENCE WESTERLY ALONG SAID ORDINARY HIGH WATER LINE TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 13.34 FEET OF GOVERNMENT LOT 5;
THENCE NORTH 12°19'00" WEST ALONG THE WEST LINE OF THE EAST 13.34 FEET OF SAID GOVERNMENT LOT 5, 425 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE ABOVE MENTIONED PUBLIC EASEMENT;
THENCE NORTH 89°48' EAST ALONG SAID EASEMENT 14.18 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TOWNLANDS OF THE SECOND CLASS LYING IN FRONT OF THE ABOVE DESCRIBED TRACT OF LAND.
SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

PARCEL "C"

TOGETHER WITH AN EASEMENT ABSTRACT GRANTED BY MORGAN-TURNER, LP, IN FAVOR OF JAMES D. MARTIN ET AL, RECORDED UNDER NO. 1, 2007, UNDER AUDITOR'S FILE NO. 2007010012.

SITUATE IN THE COUNTY OF SKAGOT, STATE OF WASHINGTON.

NOTES

1. SHORT PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. ZONING - R - RURAL INTERMEDIATE COMPREHENSIVE PLAN - R
3. SEWAGE DISPOSAL - INDIVIDUAL SEPTIC SYSTEM
4. WATER - PUD NO. 1 OF SKAGOT COUNTY.
5. MEGALON - ASSUMED.
6. ○ - INDICATES IRON REBAR SET WITH YELLOW CAP - SURVEY NUMBER SEMRAU 2828.
○ - INDICATES IRON PIPE OR REBAR FOUND.
X - INDICATES P.N. MAIL AND OTHER SET IN TREE ROOT.
7. THE DESCRIPTION FOR THIS SURVEY IS FROM PACIFIC NORTHWEST TITLE INSURANCE COMPANY, INC. SUBDIVISION GUARANTEE PREPARED BY LAND TITLE COMPANY ORDER NO. 127555-PA, DATED OCTOBER 5, 2007.
8. BASIS OF BEARING: MONUMENTS FOUND IN THOMPSON ROAD ON N-S CENTERLINE OF SECTION 9-34-2, BEARING = S 01°25'31" E.
9. ALL DISTANCES ARE SHOWN IN FEET.
10. INSTRUMENTATION: LEICA TCA 1105 THEODOLITE DISTANCE METER.
11. SURVEY PROCEDURES: STAMMARD FIELD TRANSFER.
12. THIS SURVEY WAS REQUESTED BY JAMES D. MARTIN.
13. THIS SURVEY MAY SHOW OCCUPATIONAL INDICATORS AS PER W.A.C. CHAPTER 332.136. LINES OF OCCUPATION MAY INDICATE AREAS FOR POTENTIAL CLAIMS OF UNWRITTEN OWNERSHIP. THIS BOUNDARY SURVEY HAS ONLY SHOWN THE RELATIONSHIP OF LINES OF OCCUPATION TO BE SHOWN LINES OF RECORD. NO RESOLUTION OF OWNERSHIP BASED ON UNWRITTEN RIGHTS HAS BEEN MADE OR IMPLIED BY THIS SURVEY.

NOTES (CONTINUED)

14. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ALL OF THE RECORDS WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE, EASEMENTS, BUILDING SETBACKS, LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS AND ANY OTHER FACTS.

15. THIS SURVEY IS BASED ON A SECTION SUBMISSION SHOWN ON SHORT PLAT 64-76, RECORDED UNDER AUDITOR'S FILE NO. 847972.

16. THE NORTHERLY AND EASTERLY BOUNDARY OF THE PLAT OF "MAJORNA VIEW ADDITION TO SMLK BEACH" IS SHOWN BASED ON PLAT DRAWINGS AND NOT THE MONUMENTS FOUND IN SLICE STREET.

17. THIS PROPERTY IS SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS AND OTHER INSTRUMENTS OF RECORD INCLUDING BUT NOT LIMITED TO THOSE INSTRUMENTS DESCRIBED IN THE TITLE REPORT MENTIONED IN NOTE NUMBER 7 ABOVE AND BEING RECORDED UNDER AUDITOR'S FILE NUMBERS 84878, 84879, 20060104053, 20020102018, 20070102018, 20020702003, 20050103012, 20050500010, 20050500011, 20070102018, 20020702003.

18. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY RESIDENTIAL AND/OR COMMERCIAL STRUCTURES WHICH ARE NOT, AT THE TIME OF APPLICATION, DETERMINED TO BE WITHIN AN OFFICIALLY DESIGNATED BOUNDARY OF A SKAGOT COUNTY FIRE DISTRICT.

19. CHANGE OF LOCATION OF ACCESS MAY NECESSITATE A CHANGE OF ADDRESS. CONTACT SKAGOT COUNTY PLANNING AND DEVELOPMENT SERVICES.

20. ALL PRIVATE ROADS, EASEMENTS, COUNTY UTILITIES AND PROPERTIES SHALL BE OWNED AND MAINTAINED BY SEPARATE CORPORATE ENTITY OR THE OWNER OF PROPERTY SERVED BY THE FACILITY AND KEPT IN GOOD REPAIR AND MAINTENANCE. PROVISIONS SHALL BE MADE FOR APPROPRIATE FACILITY AND KEPT IN GOOD REPAIR AND MAINTENANCE BY ANY FUTURE LAND DIVISIONS THAT WILL PROBABLY OCCUR FOR SUCH MAINTENANCE BY ANY FUTURE LAND DIVISIONS THAT WILL ALSO USE THE SAME PRIVATE ROAD.

21. IN NO CASE SHALL THE COUNTY ACCEPT A DEDICATION OR ANY ORIGINATOR AS TO ANY SUCH ROAD, STREET, AND/OR ALLEY UNLESS THE SAME AND ALL ROADS, STREETS, AND/OR ALLEYS MAINTAINED BY SEPARATE CORPORATE ENTITY TO THE FULL CURRENT COUNTY ROAD SYSTEM HAVE BEEN TRANSFERRED TO FULL CURRENT COUNTY ROAD STANDARDS AND A RIGHT-OF-WAY DEED HAS BEEN TRANSFERRED TO AND ACCEPTED BY THE COUNTY.

22. ALL RUNOFF FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY AFFECT ADJACENT PROPERTIES.

23. ANY DEVELOPMENT WITHIN 200 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF SMLK BAY MUST COMPLY WITH SKAGOT COUNTY SHORELINE MANAGEMENT PROGRAM CHARTER LARS.

24. RUNOFF FROM THE IMPERVIOUS SURFACES AND ROOF DRAINS OF LOT 1 AND LOT 3 SHALL BE DISPERSED BY FLOW SPREADER OR SPLASH BASKS AND DIRECTION TO THE SPOFFS AREA. ONLY THE RUNOFF FROM LOT 2 MAY BE CONNECTED TO THE DRAINAGE SYSTEM FOR THE PRIVATE ROADWAY LOCATED ALONG THE LOT 1 AND LOT 2 BOUNDARY AS APPROVED UNDER GRADING PERMIT BY 84-0668.

25. THE SHORTLANDS OF LOT 1, LOT 2 AND LOT 3 FALL IN FLOOD HAZARD ZONE A1. ELEVATION 5 FEET FROM PANEL 225 OF SMC. COMMUNITY NUMBER 53015. ALL BUILDING AREAS OF THESE LOTS ARE SET BACK 100 FEET FROM OWM AND LOCATED IN ZONE C.

26. PRIVATE ROAD SHOWN OVER LOT 1 AND LOT 2 IS SUBJECT TO "OYSTER SHELL LANE ROAD MAINTENANCE AGREEMENT" RECORDED UNDER AUDITOR'S FILE NO. 84878 & 84879.

27. A LOT OF RECORD CONVEYANCE HAS BEEN ISSUED FOR ALL LOTS INCLUDED IN THIS LAND DIVISION BY VIRTUE OF RECORDING THIS LAND DIVISION AND ISSUANCE OF THE LOT CERTIFICATION. ALL LOTS THEREIN SHALL BE CONSIDERED LOT OF RECORD FOR CONVEYANCE AND DEVELOPMENT PURPOSES UNLESS OTHERWISE NOTED. SEE AF NO. 20070103011.

28. FRONT SETBACK LINE SHALL BE MEASURED FROM THE POINT WHERE THE LOTS MEET THE MINIMUM LOT WIDTH REQUIREMENT OF 100 FEET.

29. THE PORTION OF LOT 2 AND LOT 3 NORTH OF THE ACCESS AND UTILITY EASEMENTS IS FOR SEPTIC SYSTEMS AND SEPTIC RESERVE AREAS TO SERVE LOT 1, LOT 2 AND LOT 3.

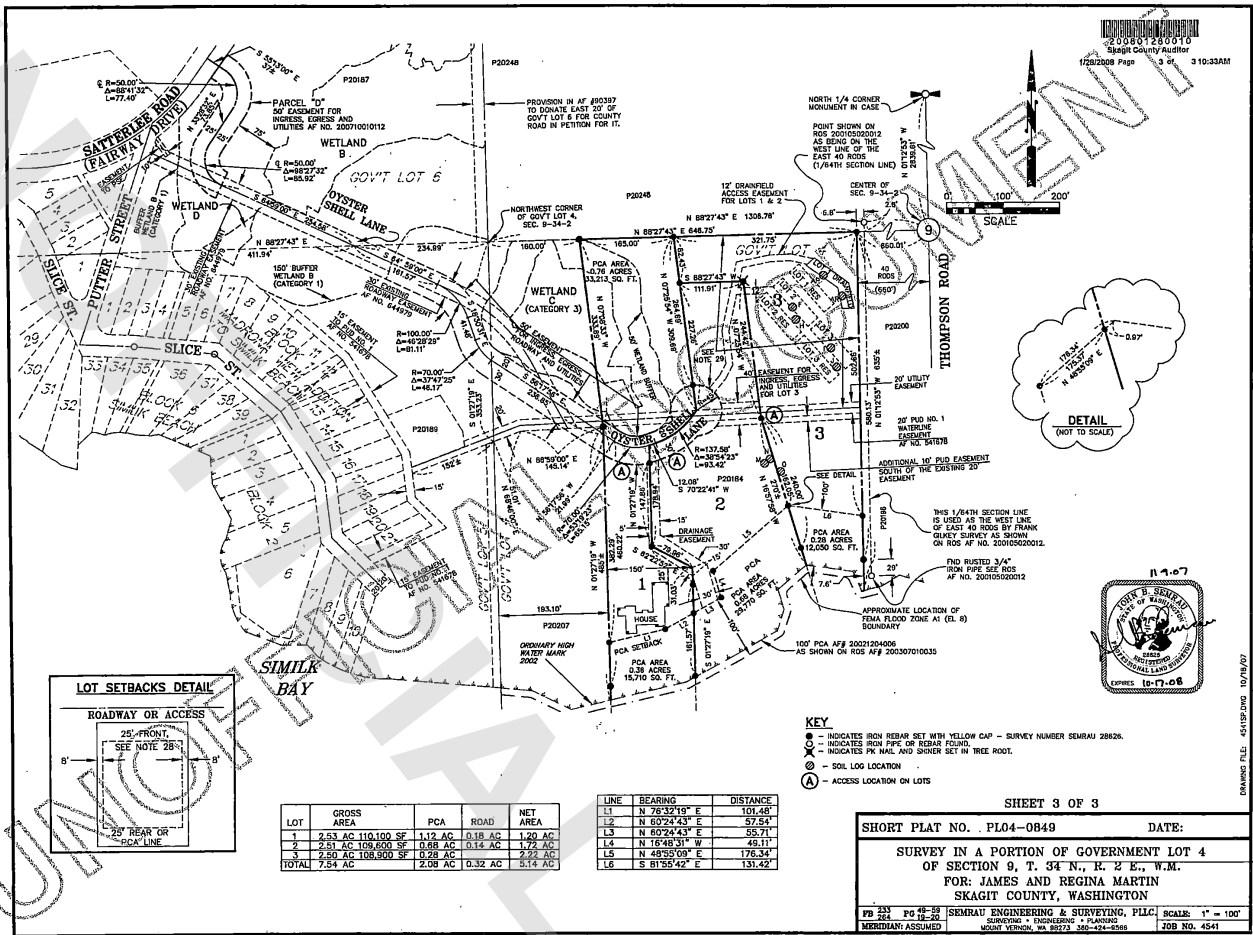
30. THE EASEMENT GRANTED TO PUGET SOUND ENERGY INC. BY INSTRUMENT RECORDED AS AUDITOR'S FILE NUMBER 20050300418 IS 10 FEET IN WIDTH HAVING 5 FEET OF SLICH MORTH ON EACH SIDE OF THE CENTERLINE OF GRANITE'S SYSTEMS LOCATED AS CONTINGENT ON BE CONSTRUCTED, EXTENDED OR RELIQUATED ON THE PROPERTY, EXCEPT THOSE PORTIONS OF THE PROPERTY OCCUPIED BY EXISTING BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES; SEE INSTRUMENT FOR PARTICULARS AND FOR "TYPICAL" AND "MINIMUM" USE OF EASEMENT AREA."

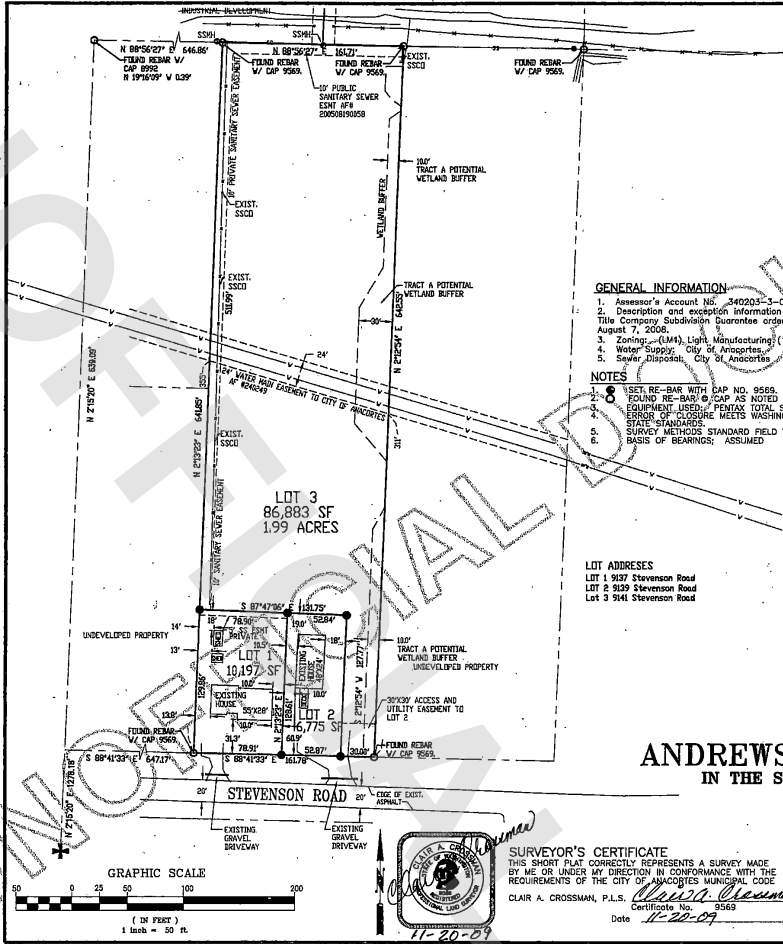
31. THE EASEMENT GRANTED TO CASCADE NATURAL GAS CORPORATION BY INSTRUMENT RECORDED AS AUDITOR'S FILE NUMBER 20050300418 IS A STRIP OF LAND 10 FEET IN WIDTH HAVING FIVE (5) FEET ON EACH SIDE OF THE CENTERLINE OF GRANITE FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELIQUATED WITHIN THE ABOVE DESCRIBED PROPERTY. SEE INSTRUMENT FOR PARTICULARS.

SHEET 2 OF 3

SHORT PLAT NO. P104-0849	DATE:
SURVEY IN A PORTION OF GOVERNMENT LOT 4 OF SECTION 9, T. 34 N., R. 2 E., W.M.	
FOR: JAMES AND REGINA MARTIN SKAGOT COUNTY, WASHINGTON	
FB 281 PG 12-28	SEMRAU ENGINEERING & SURVEYING, PLLC SCALE: N/A
MERIDIAN ASSUMED	WENTZ VERNON, WA 98773 362-721-8888
	208 NO. 4541







AUDITORS CERTIFICATE

20691228093
Skiag County Auditor
10/25/2023 Page 1 of 2 2:12:11 PM
Joseph Andrews
AUDITOR DEPUTY AUDITOR

LEGAL DESCRIPTION

The West Half of the West Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 3, Township 34 North, Range 2 East, Willanette Meridian)
EXCEPT the Skagit County Road right-of-way commonly known as the Stevenson Road along the right-of-way thereof.
Situated in Skagit County, Washington.

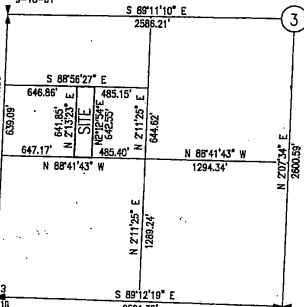
GENERAL INFORMATION

1. Assessor's Account No. 240203-3-018-0002, p19746.
2. Description and exception information is obtained from Chicago Title Company Subdivision Guarantee order No. 10048419, dated August 7, 2008.
3. Zoning: (LM), Light Manufacturing (1) District.
4. Water Supply: City of Anacortes.
5. Sewer Disposal: City of Anacortes.

NOTES

1. SET, RE-BAR WITH CAP NO. 9569.
2. FOUND RE-BAR @ CAP AS NOTED.
3. EQUIPMENT USED: PENTAX TOTAL STATION.
4. ERROR OF CLOSURE MEETS WASHINGTON STATE STANDARDS.
5. SURVEY METHODS STANDARD FIELD TRAVERSE.
6. BASIS OF BEARINGS: ASSUMED.

FD. CONC. MON.



LOT ADDRESSES
LOT 1 9197 Stevenson Road
LOT 2 9159 Stevenson Road
LOT 3 9141 Stevenson Road

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

SURVEYOR'S CERTIFICATE

THIS SHORT PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ANACORTES MUNICIPAL CODE
CLAIR A. CROSSMAN, P.L.S. *Clair A. Crossman*
Certificate No. 9569
Date 11-20-09

SHORT PLAT	FOR: Joseph Andrews 10800-178 Woodside Ave Snohomish, WA 98201	DWG: J731
A PORTION OF THE NW 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 34, RANG. 2 EAST, W.M. CITY OF ANACORTES, WASHINGTON		CHECK BY: CAC
HERRIGSTAD ENGINEERING PS 4320 WHISTLE LAKE ROAD, ANACORTES, WA 98221 (360) 292-8804		DATE: June 2009
		SCALE: 1"=30'
		JOB NO.: 731

PLAT CONDITIONS

CITY OF ANACORTES
DECISION TO APPROVE A SHORT PLAT FOR
THE ANDREWS 3-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

2009 2290043
2/21/11PM

(1) Short Plat Approval authorizes the applicant to proceed with application for necessary permit to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed by the Administrator. The scope of this permit is not to exceed that 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 and may differ from those fee levels currently in effect; sewer and water watercooler charges may be payable.

(3) The Skagit County Treasurer's Office requires that the following statements shall appear on all long plats, replats, 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 upon the lands described above have been fully paid and discharged according to the records of my office up to and including the year of 2009 (current year).

Certified this 24th day of December, 2009. I 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.
(5) The project shall comply with the City of Anacortes construction standards as required by the Director of Public Works for water, sewer, and street access, and storm drainage. All work performed within public rights-of-way shall comply with City construction standards and all utilities shall be constructed to City standards.

(6) All easements shall be surveyed and shown on drawings.

(7) Fire apparatus access, fire hydrants and building automatic fire sprinkler systems shall be provided as required by the Fire Chief.

(8) An NPDES Permit shall be secured, if required, prior to any work taking place on site.

(9) Street frontage improvements, including but not limited to curb, gutter, sidewalks, 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.

(10) Wetland buffers shall be clearly delineated prior to any work taking place on site.

(11) Street addresses are: Lot 1-9130 Stevenson Rd.; Lot 2 - 9137 Stevenson Rd.; Lot 3 - 9141 Stevenson Rd.

(12) This approval will expire three years from the date of approval if the short plat is not signed and recorded.

(13) Project conditions outlined on Pages 7-8 of these findings shall be recorded with the Short Plat Drawing.

UTILITY EASEMENTS

1. 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 and to be confirmed at a later date when Lot 3 is developed or access to the adjacent property is available to confirm said wetland. Currently the wetland has been assessed from a distance without the benefit of actual testing of soils 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 and animal habitat. The NGPE imposes upon all present and future owners and occupants of the land subject to the easement obligation, enforceable on behalf of the public by the City of Anacortes, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from the City of Anacortes, which permission must be obtained in writing from 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 eastern boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Anacortes.

DEDICATION

Know All Men by these Present that Horizon Bank, mortgage holder, and Joseph L. Andrews and Jenny B. Andrews (husband and wife), owners of the land hereby platted, declare this plat and dedicate to the use of the public forever, streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make, at necessary slope, for cutstone fills upon the lots and blocks shown hereon to the original reasonable grading of all such streets and avenues shown hereon. The Owners and their heirs and assigns hereby waive all claims for damages or profit which may be occasioned to the adjacent properties by the construction, drainage and maintenance of said road and or area.

Joseph L. Andrews and Jenny B. Andrews
Km Oicles
Whidbey Island Bank

WHIDBEY ISLAND BANK

State of California
County of San Diego

I certify that I know or have satisfactory evidence that Joseph L. Andrews and Jenny B. Andrews, husband and wife, signed this instrument, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 4th day of December 20 09.
Notary Public in and for the State of California
Signed: Carol Lee Harris
Name printed: Carol Lee Harris
Residing at: 1646 Carner Ave San Diego CA 92109
My commissions expires: Commission # 1641437 Exp. 01/09/10

State of Washington
County of Skagit
I certify that I know or have satisfactory evidence that Km Oicles signed this instrument, on oath stated that (he/she/it) is authorized to execute the instrument and acknowledged it as the credit agent of WHIDBEY ISLAND Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 11 day of December, 20 09.
Notary Public in and for the State of Washington
Name printed: Elizabeth J Harrison
Residing at: Anacortes WA 98221
My commissions expires: 12-01-11

COUNTY TREASURERS CERTIFICATE
I certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 2009.

Certified this 24th day of December, 20 09.

Karin Johnson
City Treasurer

CITY OF ANACORTES APPROVALS

Signature of Planning Director

ATTEST: City Clerk

Examined and approved this 14 day of December, 2009.

City Engineer



SHORT PLAT FOR: Joseph Andrews
10800-178 Woodside Ave
Santez, CA 92071
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) 299-8804
DWD: J731
DWN BY: DKH
CHECK BY: DAC
DATE: June 2009
SCALE: 1"=60'
JOB NO.: 731



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

Notes

1. SHEET PLAT NUMBER AND DATE OF APPROVAL SHALL BE INCLUDED IN ALL DEEDS AND CONTRACTS.
2. ALL PRIVATE Ditches, Easements, Community Utilities and Properties SHALL BE OWNED AND MAINTAINED BY SEPARATE CORPORATE ENTITY OR THE OWNERS OF PROPERTY ISSUED BY THE FACILITY AND KEPT IN GOOD REPAIR AND ADEQUATE PROVISIONS SHALL BE MADE FOR APPROPRIATE PRO-RATA CONTRIBUTIONS FOR SUCH MAINTENANCE BY ANY FUTURE LAND OWNERS THAT WILL ALSO USE THE SAME PRIVATE ROAD. SEE MAINTENANCE AGREEMENT FILED IN A.F.#20040910127.
3. IN NO CASE SHALL THE COUNTY ACCEPT A DEDICATION OR ANY OBLIGATION AS TO ANY SUCH ROAD, STREET, AND/OR ALLEY UNLESS THE SAME AND ALL ROADS, STREETS, AND/OR ALLEYS CONTAINING THE SAME TO THE FULL CURRENT COUNTY ROAD SYSTEM HAVE BEEN BROUGHT TO FULL, CURRENT COUNTY ROAD STANDARDS AND A RIGHT-OF-WAY DEED HAS BEEN TRANSMITTED TO AND ACCEPTED BY THE COUNTY.
3. DITCHES-OF-BEARINGS - ASSUMED INTO "AS-IS" ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4.
4. ZONING/COMPREHENSIVE PLAN DESIGNATION - RURAL RESERVE (RR)
5. SLOPE - INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEMS.
6. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING 5 SECOND OR BETTER DIGITAL ELECTRONIC TOTAL STATION, AND MEETS OR EXCEEDS THE STANDARDS CONTAINED IN SEC. 320-130-090.
7. NO BOUNDARY POINT SHALL BE LOCATED FOR ANY RESIDENTIAL, AND/OR COMMERCIAL STRUCTURES WHICH ARE NOT, AT THE TIME OF APPLICATION, DETERMINED TO BE WITHIN AN OFFICIAL DESIGNATED BOUNDARY OF A SHORT COUNTY FIRE DISTRICT.
8. A SHORT COUNTY ADDRESS RANGE HAS BEEN APPLIED TO THE ROAD SYSTEM IN THIS SUBDIVISION. AT THE TIME OF APPLICATION FOR BUILDING AND/OR ACCESS, SHORT COUNTY CS WILL ASSIGN INDIVIDUAL ADDRESSES IN ACCORDANCE WITH THE PROVISIONS OF SHORT COUNTY CODE 15.24. CHANGE IN LOCATION OF ACCESS, MAY NECESSITATE A CHANGE OF ADDRESS. CONTACT SHORT COUNTY PLANNING AND DEVELOPMENT SERVICES.
9. WATER - PUBLIC UTILITY DISTRICT NO. 1 OF SPOKANE COUNTY.
10. ALL NEW AND EXISTING WATER WELLS ON THE SUBJECT PROPERTY OR ON ADJACENT PROPERTIES ARE REQUIRED TO HAVE 100-FOOT RADIUS WELL PROTECTION ZONES TO GUARD AGAINST WASTE AND CONTAMINATION. SOME EXAMPLES OF SOURCES OF POTENTIAL CONTAMINATION INCLUDE SEPTIC SYSTEMS, MANURE LAGOONS, SEWAGE LAGOONS, PONDINGS, MOUNDINGS, LANDFILLS, HAZARDOUS WASTE SITES, SOLID WASTE WAREHOUSES, CRACKS ON PAVED SURFACES, AND PAVEMENTS USED TO CONVEY MATERIALS WITH CONTAMINANT POTENTIAL. LANDFILLS, MANURE AND LAGOON FILL LOTS, FOR WELLS DRILLED AFTER 1983 ON LOTS PLATTED AFTER 1982, THE WELL PROTECTION ZONE MUST BE CONFINED ENTIRELY ON THE LOT OWNED IN FEE SIMPLE AND/OR BE PROVIDED THROUGH APPROVED CONTRACTS OR EASEMENTS.
10. ALL RAINFALL FROM IMPERVIOUS SURFACES AND ROOF DRAINS SHALL BE DIRECTED SO AS NOT TO ADVERSELY EFFECT ADJACENT PROPERTIES.
11. SUBJECT PROPERTY MAY BE ENCUMBERED BY EASEMENTS OR RESERVATIONS CONTAINED IN DOCUMENTS FILED IN A.F.#2004082; A.F.#200707046; A.F.#201009066; A.F.#20101026066; A.F.#20040910127; A.F.#200408210128; A.F.#200408210128; A.F.#20050915184.
12. THE TOTAL AREA IN THIS SHORT SUBDIVISION IS 13.51 ACRES.
13. A LOT OF RECORD CONTIGUOUS HAS BEEN RESERVE FOR ALL LOTS INCLUDED IN THIS LAND DIVISION, BY VIRTUE OF RECORDING THIS LAND DIVISION AND ISSUANCE OF THE LOT CERTIFICATE, ALL LOTS SHALL BE CONSIDERED LOTS OF RECORD FOR CONVEYANCE AND DEVELOPMENT PURPOSES UNLESS OTHERWISE RESTRICTED. SEE A.F.#2010110297.
14. PER SDC 14.18.010 (3) (4) OPEN SPACE RURAL OPEN (OS-RO). THIS DESIGNATION IS TO PROVIDE FOR OPEN AREAS WITHIN THE RURAL PORTIONS OF THE COUNTY WITHOUT HAVING TO BE CONSIDERED TO A SPECIAL RECREATIONAL USE. IT IS INTENDED FOR OPEN SPACE PURPOSES AND/OR GREENBELTS. THIS OPEN SPACE MAY ONLY BE USED IN ACCORDANCE WITH THE FOLLOWING DESIGNATIONS: RURAL VILLAGE RESIDENTIAL, RURAL INTERMEDIATE AND RURAL RESERVE EXCLUDING PADILLA ISLAND UNTIL SUCH TIME THAT A SUBAREA PLAN WHICH ALLOWS FOR THIS OPTION HAS BEEN COMPLETED IN CONFORMANCE WITH ANY RELEVANT AMENDMENTS TO THE COMPREHENSIVE PLAN FOR PURPOSES OF CONSIDERING ALL OPEN SPACE PLACES IN THE DESIGNATION SHALL REMAIN IN OS-RO UNLESS THE COUNTY HAS ADOPTED A COMPREHENSIVE PLAN AMENDMENT AND IMPLEMENTING REGULATION RESULTING FROM THE COMPLETION OF A COUNTY-WIDE COMPREHENSIVE NEEDS ANALYSIS FOR FUTURE DEVELOPMENT, IN WHICH CASE THE OS-RO OPEN SPACE MAY BE REDESIGNATED TO OS-UR UPON APPLICATION TO THE COUNTY. SUCH APPLICATION SHALL REQUIRE AMENDMENTS TO THE PLAT MAP AND RECORDED EASEMENTS. A REVISED PLAT MAP FOR THIS PURPOSE WILL NOT BE CONSIDERED A PLAT AMENDMENT, ALSO PER SDC 14.18.010(5) ALL OPEN SPACE (DESIGNATED OS-RO) MAY HAVE THE SAME USES AS ALLOWED IN OS-RA.
15. PER SDC 14.18.010(6) ALL OPEN SPACE (DESIGNATED OS-RO) MAY BE USED FOR HORSE PASTURES, GREENBELTS AND TRAILS OR ANY RECREATIONAL USE OUTLINED IN THE UNDERLYING ZONING OR SPECIAL USES RELATED TO RECREATION, SO LONG AS A SPECIAL USE PERMIT IS OBTAINED.
15. MAINTENANCE OF THE OS-RO WILL BE THE RESPONSIBILITY OF THE OWNER OF LOT 3.

Legal Description

LOT 1, SHORT PLAT NO. PL10-0206, APPROVED SEPTEMBER 20, 2004, RECORDED SEPTEMBER 21, 2004, UNDER AGRICULTOR'S FILE NO. 200408210128, RECORDS OF SPOKANE COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., AND GOVERNMENT LOTS 1 AND 2 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR ACCESS, EGRESS AND UTILITIES AS DESCRIBED IN DOCUMENTS RECORDED UNDER AGRICULTOR'S FILE NOS. 200408210128 AND 200408210127 AND RELAYED ON THE FACE OF SAID SHORT PLAT NO. PL10-0206.

Consent

I, the undersigned, hereby certify that the undersigned SUBMITTERS HEREBY CERTIFY THAT THIS SHORT PLAT IS MADE BY ME OR UNDER MY VOLUNTARY ACT AND DEED.

Douglas S. Shepherd *Sandra L. Shepherd*
Douglas S. Shepherd Sandra L. Shepherd

Acknowledgments

STATE OF WASHINGTON, COUNTY OF SPOKANE
I, COUNTY CLERK, DO HEREBY CERTIFY THAT I HAVE RECEIVED AND FILED THE ORIGINAL COPY OF THIS SHORT PLAT AND THAT I HAVE REVIEWED THE SAME AND THAT I HAVE NO OBJECTION TO THE SAME AND THAT I HAVE RECORDED THE SAME IN ACCORDANCE WITH THE PROVISIONS OF THE SHORT PLAT ACT.

DATE 1/11/2011 BY APPOINTMENT EXPIRES 1/11/2012

Treasurer's Certificate

THIS IS TO CERTIFY THAT ALL TAXES HEREINFORER LEVIED AND WHICH HAVE BECOME A LIEN ON THE LANDS HEREBY DESCRIBED HAVE BEEN FULLY PAID AND DISCHARGED ACCORDING TO THE RECORDS OF MY OFFICE UP TO AND INCLUDING THE YEAR 2010.

John D. Dwyer 1-3-2011
SPOKANE COUNTY TREASURER DATE

Approvals

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SPOKANE COUNTY CODE TITLE 14.18.010(3) THIS 11th DAY OF January 2011.

John Dwyer *Heather Kelly Scherer*
SPOKANE COUNTY ADMINISTRATOR COUNTY ENGINEER

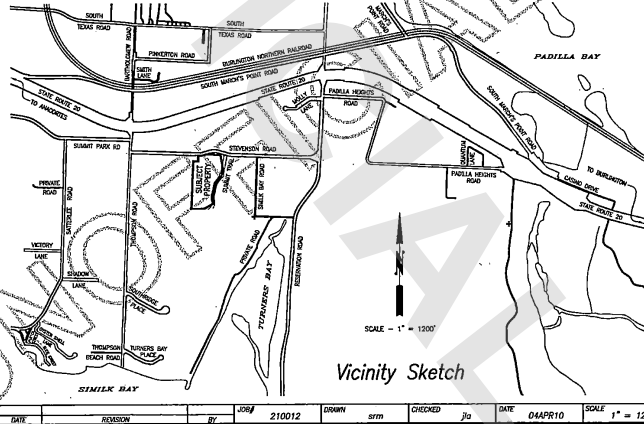
THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF SPOKANE COUNTY CODE TITLE 12.65 (ON-SITE SEWAGE) AND 12.48 (WATER) THIS 11th DAY OF January 2011.

Richard A. DeWitt
SPOKANE COUNTY HEALTH OFFICER

Owner/Developer

DOUGLAS AND SANDRA SHEPHERD
12070 SPOKANE TRAIL
ANCIENTS, WA 98221

Short Plat (CaRD) for
Douglas and Sandra Shepherd



DATE	REVISION	BY	JOB	210012	DRAWN	BY	CHECKED	BY	DATE	SCALE	SHEET
									04APR10	1" = 1200'	1 OF 2

AUDITOR'S CERTIFICATE
This map correctly represents a survey made by me or under my authority in accordance with the Survey Recording Act in November 2010. I have no objection to this Short Plat.

1/11/2011



Copyright 2008 Skagit Surveyors & Engineers, Inc.
805 Melcraft St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1655

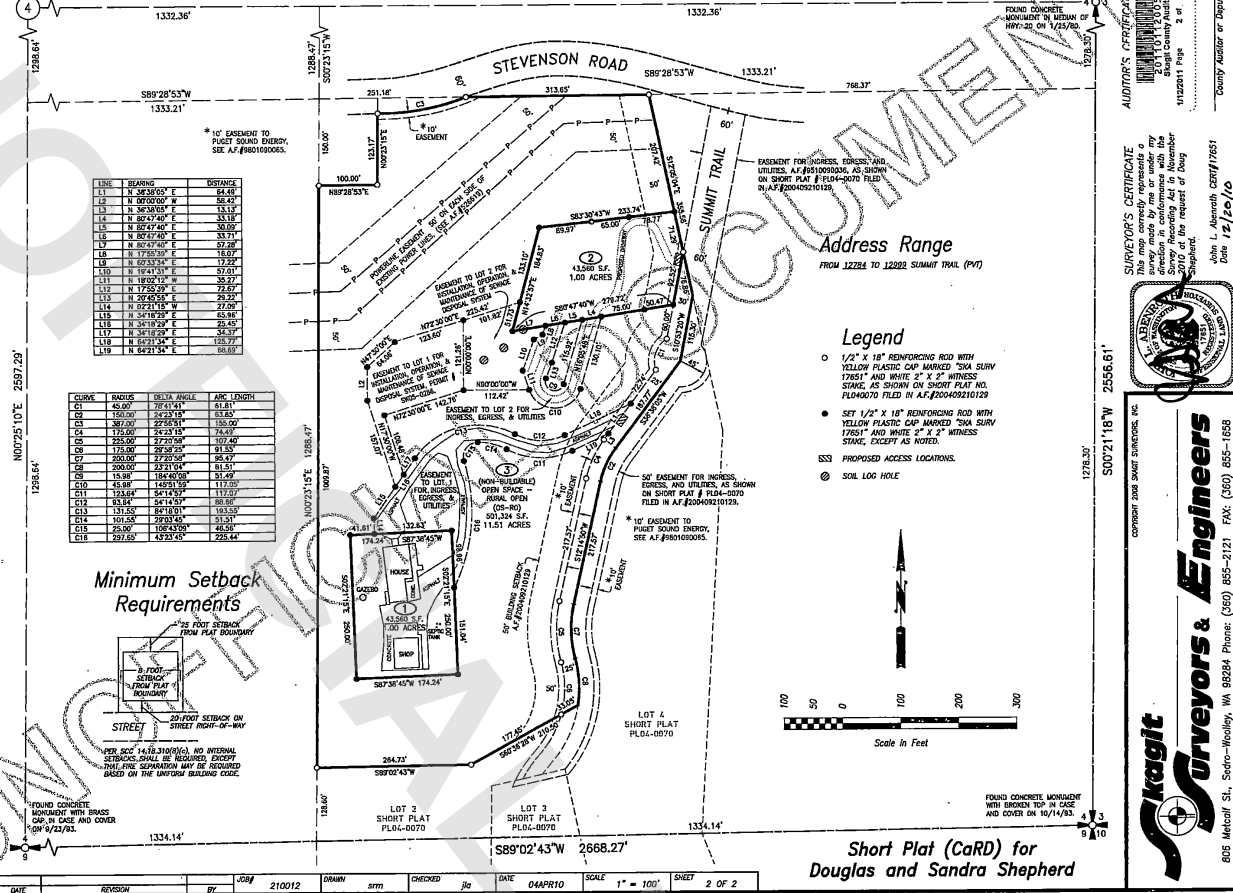
Survey in the SE1/4 of the SE1/4 of Section 4, Twp. 34 N., Rng. 2 E., W.M.

Short Plat No. PL10-0206

Date January 11, 2011

FOUND BRASS SPIKE ON BRIDGE AT ROAD CENTERLINE 0.35' DEEP ON 9/23/81.

FOUND CONCRETE MONUMENT IN BRUSH ON HWY-26 ON 1/25/08



LINE	BEARING	DISTANCE	BEARING
L1	N 28°35'05" E	54.48	
L2	N 08°00'00" W	58.49	
L3	N 30°30'00" E	53.11	
L4	N 02°47'40" W	33.18	
L5	N 02°47'40" W	30.09	
L6	N 02°47'40" W	33.71	
L7	N 02°47'40" W	29.28	
L8	N 17°55'30" E	18.07	
L9	N 02°47'40" W	33.72	
L10	N 10°43'33" E	37.01	
L11	N 02°47'40" W	33.72	
L12	N 17°55'30" E	22.27	
L13	N 20°42'58" W	29.22	
L14	N 02°47'40" W	27.09	
L15	N 34°18'28" E	65.88	
L16	N 02°47'40" W	33.72	
L17	N 34°18'28" E	34.37	
L18	N 02°47'40" W	102.77	
L19	N 02°47'40" W	65.83	

CURVE	RADIUS	CHORD	ANGLE	ARC LENGTH
C1	45.00'	39.6141'	61.81°	31.81'
C2	150.00'	24.2314'	61.82°	93.82'
C3	30.00'	22.8581'	130.02°	13.02'
C4	175.00'	24.2314'	74.47°	74.47'
C5	225.00'	27.2308'	74.47°	74.47'
C6	175.00'	24.2314'	31.50°	31.50'
C7	200.00'	27.2308'	31.49°	31.49'
C8	200.00'	27.2308'	81.51°	81.51'
C9	15.88'	184.4020'	31.49°	31.49'
C10	45.88'	149.5159'	117.52°	117.52°
C11	124.84'	54.1429'	117.52°	117.52°
C12	101.58'	54.1429'	81.51°	81.51°
C13	101.58'	54.1429'	181.53°	181.53°
C14	101.58'	54.1429'	31.51°	31.51°
C15	25.00'	108.1859'	41.50°	41.50°
C16	25.00'	108.1859'	235.44°	235.44°

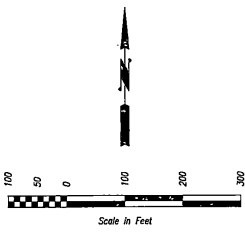
Minimum Setback Requirements



Address Range
FROM 12224 TO 12228 SUMMIT TRAIL (PVT)

Legend

- 1/2" x 18" REINFORCING ROD WITH YELLOW PLASTIC CAP MARKED "SMA SURV 17851" AND WHITE 2" x 2" WITNESS STAKE, AS SHOWN ON SHORT PLAT NO. PL04-0070 FILED IN A.F.#200409210129
- SET 1/2" x 18" REINFORCING ROD WITH YELLOW PLASTIC CAP MARKED "SMA SURV 17851" AND WHITE 2" x 2" WITNESS STAKE, EXCEPT AS NOTED.
- SSS PROPOSED ACCESS LOCATIONS.
- SOIL LOG HOLE



AUDITOR'S CERTIFICATE
This map correctly represents a survey made in accordance with the Survey Recording Act in November 2011 and is a true and correct copy of the original as filed in the County Auditor's Office.
Auditor: [Signature]
Date: 12/12/16



Skagit Surveyors & Engineers
805 McCall St., Sedro-Wooley, WA 98284 Phone: (360) 855-2121 Fax: (360) 855-1658
COMPANY 2008 SKAGIT SURVEYORS, INC.

DATE	BY	JOB	DRAWN	BY	CHECKED	DATE	SCALE	SHEET
04APR10	EP/SJS	210012	gjm		JG	04APR10	1" = 100'	2 OF 2

Short Plat (CaRD) for Douglas and Sandra Shepherd



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 *Madam* 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 9/23/11 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.

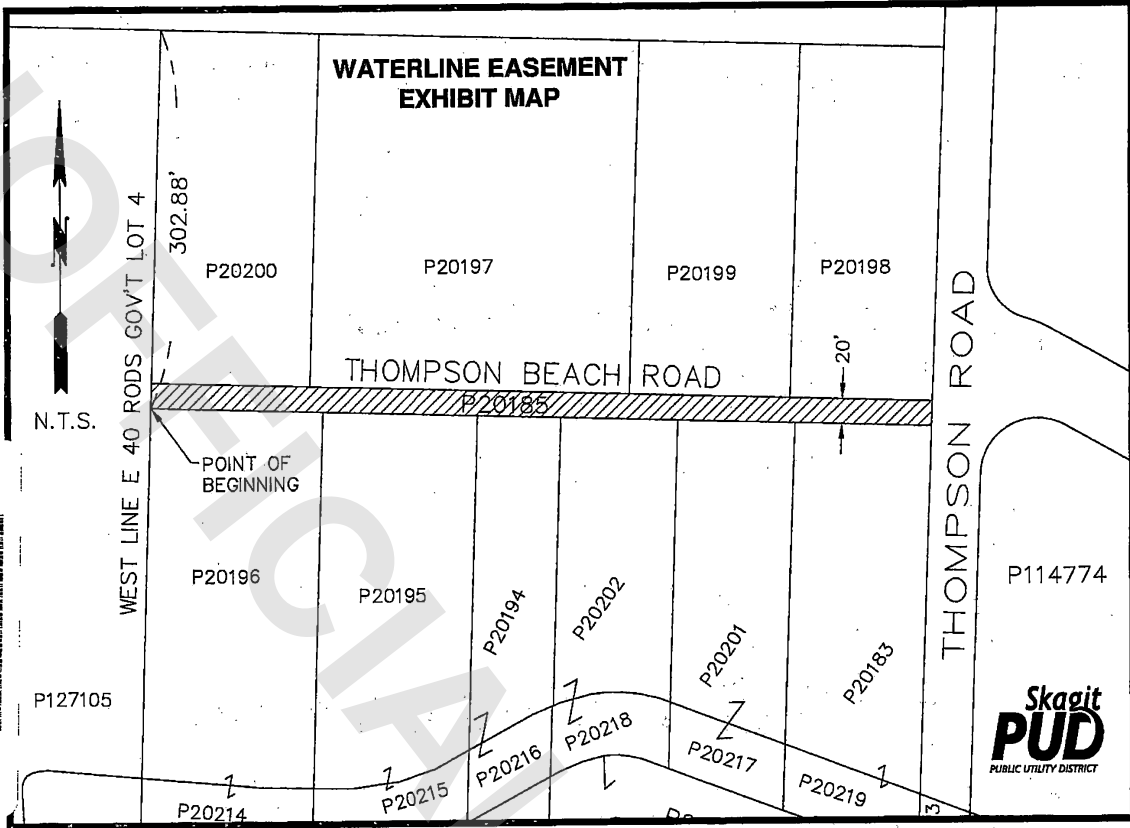
Date: 9/28/11

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



10/10/2011 Page 3 of 3 2:18PM

201110100075
Skagit County Auditor



DRAFT DOCUMENT

540782

VOL. 280 PAGE 527

WARRANTY DEED

The Grantor, SIMILK BEACH DEVELOPMENT COMPANY, a Washington Corporation, for and in consideration of \$ 2500 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 Plats, page 5; thence North 75° 20' East, 262.43 feet; thence South 16° 45' East 6.0 feet to the true point of beginning; thence North 75° 20' East, 75 feet; thence North 16° 45' West, 145.0 feet; thence South 75° 20' West, 75.0 feet; thence South 16° 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° 21' 30" East, 325.2 feet; thence left on a 24° curve with radius of 238.8 feet, 212.43 feet; thence North 1° 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° curve with radius of 110.2 feet, 172.76 feet; thence South 88° 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

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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 entire 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))

On this 27 day of August, 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.

Edw. Danielson

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



RECEIVED FOR RECORD
12:09 P. M. Aug. 29, 1956
at request of P.W.D. #1
EDW. DANIELSON, Auditor
Skagit Co., Washington