

AFTER RECORDING RETURN TO:
Public Utility District No. 1 of Snohomish County
Attn: Real Estate Services - 04
P.O. Box 1107
Everett, WA 98206



200108210056
Skagit County Auditor

8/21/2001 Page 1 of 2 11:58:46AM



1180 (Rev. 3/92)

DISTRIBUTION EASEMENT
Underground and/or Overhead

E- 44142
SE 31(33-10)
325709-06

THIS INDENTURE made this 20 day of JULY 20 01, between
John Weimer, a single person
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and
Verizon Northwest Inc., hereinafter referred to as Grantee; and _____
hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Skagit,
State of Washington, described as follows:

That portion of the Northeast quarter of the Southeast quarter of Section 31, Township 33 North,
Range 10 East, W.M., described as follows:
Beginning at the East quarter corner of Section 31, Township 33 North, Range 10 East, W.M.;
THENCE along the East line of said Section 31 and along the centerline of the existing County Road,
South 01°21'02" West, 561.91 feet to a point of curve on the existing County Road; THENCE North
88°38'58" West, 30.00 feet to a point on the West line of said County Road; THENCE along a curve to
the right whose back tangent bears South 01°21'02" West, through a Delta angle of 6°42'28", a radius
of 924.93 feet along an arc length of 108.30 feet; THENCE leaving said West line North 89°11'09" West,
479.34 feet to the True Point of Beginning; THENCE South 01°21'02" West, 588 feet, more or less, to a
point on the South line of the Northeast quarter of the Southeast quarter of said Section 31; THENCE
along said South line North 89°40'34" West, 375 feet, more or less, to an intersection with a line which
bears South 01°21'02" West, from a point which lies North 89°11'09" West 374.96 feet from the True
Point of Beginning; THENCE North 01°21'02" East, 591 feet, more or less, to an intersection with a line
which bears North 89°11'09" West from the True Point of Beginning; THENCE South 89°11'09" East,
374.96 feet to the True Point of Beginning.

ALSO shown as Tract 13 of recorded Survey of Trail Creek, recorded in Volume 92 of Official Records,
page 576 through 589, inclusive, under Auditor's File No. 772764.

Situate in the County of Skagit, State of Washington.

Tax Parcel No. 331031-1-004-0204

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under and upon
the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable
consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents,
contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter,
improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or
structures and/or underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and
to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms,
transformers, and other electrical equipment, communication wires and/or cables, and other necessary or
convenient appurtenances, across, over, under and upon the following described lands and premises situated in
the County of Skagit, State of Washington, to-wit:

**A strip of land 10 feet in width lying 5 feet on each side of the centerline of the electrical
facilities situated within the West 60 feet of the North 240 feet of the above-described property.**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the
purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line,
and the right at any time to remove said facilities from said lands.

JOHN WEIMER

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; 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 the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

PLEASE SIGN AND NOTARIZE BELOW

John M. Weimer
John Weimer

Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 21 2001

Amount Paid \$ 0
Skagit County Treasurer
By: *BY* Deputy

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that John Weimer and _____ signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated July 20, 2001

Signature of *Lyla G. Boyd*
Notary Public
Title Notary Public

My appointment expires 5-24-2002

