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Skagit County Auditor

1/30/2002 Page 1 of 2 9:42AM

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 10th day of January, 2002, between **PLAT OF SPRING MEADOWS HOMEOWNERS ASSOCIATION** 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:

P116103

That portion of the COMMON AREA adjacent to Lot 53 and Lot 54 of the Plat of SPRING MEADOWS DIVISION II, filed in Volume 17 of Plats at Pages 75 and 76, records of Skagit County, Washington described as follows:

Beginning at the most southerly corner of said Lot 54; thence N59°11'23"E along the southeasterly line of said Lot 54, a distance of 84.62 feet to the most easterly corner thereof; thence N44°20'14"W along the northeasterly line of said Lot 54, a distance of 0.09 feet to intersect with the west line of the east 20 feet of said COMMON AREA; thence N00°56'39"E parallel with the east line of said COMMON AREA, a distance of 62.86 feet; thence N45°41'23"E, a distance of 28.41 feet to the east line of said COMMON AREA; thence S00°56'39"W along said east line, a distance of 88.41 feet; thence S59°11'23"W, a distance of 10.55 feet to the northeasterly line of said Lot 53; thence N44°20'14"W along said northeasterly line, a distance of 5.14 feet to the most northerly corner of said Lot 53; thence S59°11'53"W along the northwesterly line of said Lot 53, a distance of 87.71 to the most westerly corner of said Lot 53 and the east line of Spring Lane; thence northwesterly along Spring Lane, a distance of 10.03 feet to the point of beginning of this description.

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 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 10th day of January, 2002



Sean Crotty, President
Plat Of Spring Meadows Homeowners Association

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

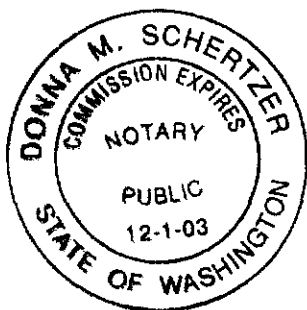
JAN 30 2002

Amount Paid \$ 0
Skagit Co. Treasurer
By 03 Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Sean Crotty** 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 **President of Plat Of Spring Meadows Homeowners Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: Jan. 10, 2002



Donna M. Schertzer
Notary Public in and for the State of Washington
My appointment expires: 12-01-03

