



200203130011

Skagit County Auditor

3/13/2002 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

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 12<sup>th</sup> day of March, 2002, between **Edward C. LeSourd and Barbara E. LeSourd, Trustees under the Edward C. LeSourd and Barbara E. LeSourd Revocable Living Trust**, 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, 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:

**P26655**

The north 10 feet of that portion of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 19, Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the East line of said subdivision 235 feet North of the North line of Division Street as established in the City of Mount Vernon; thence West parallel with the North line of said Division Street 110 feet; thence North parallel with the East line of said subdivision to a point 660 feet North of the South line of said subdivision; thence East parallel with the North line of Division Street to the East line of said subdivision; thence South along said East line to the point of beginning; EXCEPT any portion thereof lying within the boundaries of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section; EXCEPT any portion thereof within the boundaries of existing roads or streets.

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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 13 2002

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Amount Paid \$ 0 C.O. 4203  
Skagit Co. Treasurer W.O. 02-2839  
By [Signature] Deputy

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 12<sup>th</sup> day of March, 2002.

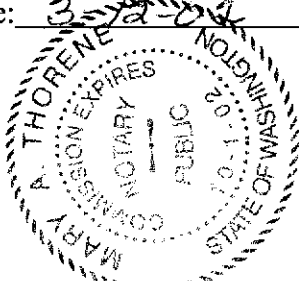
Edward C. LeSourd  
Edward C. LeSourd

Barbara E. LeSourd  
Barbara E. LeSourd

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Edward C. LeSourd is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Trustee of The Edward C. LeSourd and Barbara E. LeSourd Revocable Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 3-12-02



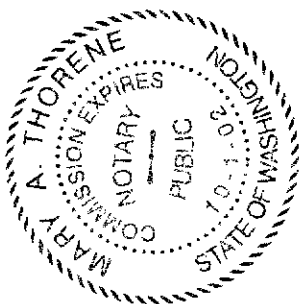
Mary A. Thorene  
Notary Public in and for the State of Washington

My appointment expires: 10-1-02

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Barbara E. LeSourd is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Trustee of The Edward C. LeSourd and Barbara E. LeSourd Revocable Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 3-12-02



Mary A. Thorene  
Notary Public in and for the State of Washington

My appointment expires: 10-1-02

