



200205210016

Skagit County Auditor

5/21/2002 Page 1 of 3 9:32AM

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 20 day of MAY, 2002, between **DFR PARTNERSHIP** 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 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:

**P26301 (See Attached Map "Exhibit A")**

(LEGAL DESCRIPTION for Fiber Optic Line Easement/Maryott's)

An Easement 10 feet in width lying 5 feet on each side of the following described centerline: Commencing at a point on the North-South centerline of Section 18, Township 34 North, Range 4 East, W. M., lying South 0°11'16" West at a distance of 677.33 feet from the center of said Section 18; thence South 89°33'25" East along the described line "B" in Skagit County Superior Court Cause No. 25671 a distance of 846.66 feet to the TRUE POINT OF BEGINNING; thence North 41°33'08" West a distance of 17.85 feet to the end of said centerline description, the side lines of said easement to be either shortened or extended to intersect with the said line "B".

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor.

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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 21 2002

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

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 20 day of MAY, 2002.

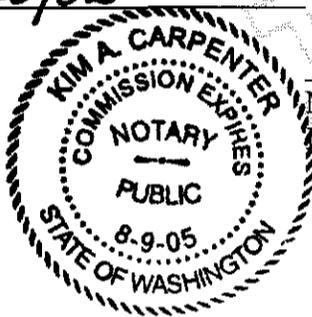
*Dale Ragan*

**Dale Ragan, Partner**  
**DFR PARTNERSHIP**

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Dale Ragan** 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 **Partner** of **DFR PARTNERSHIP** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 5/20/02

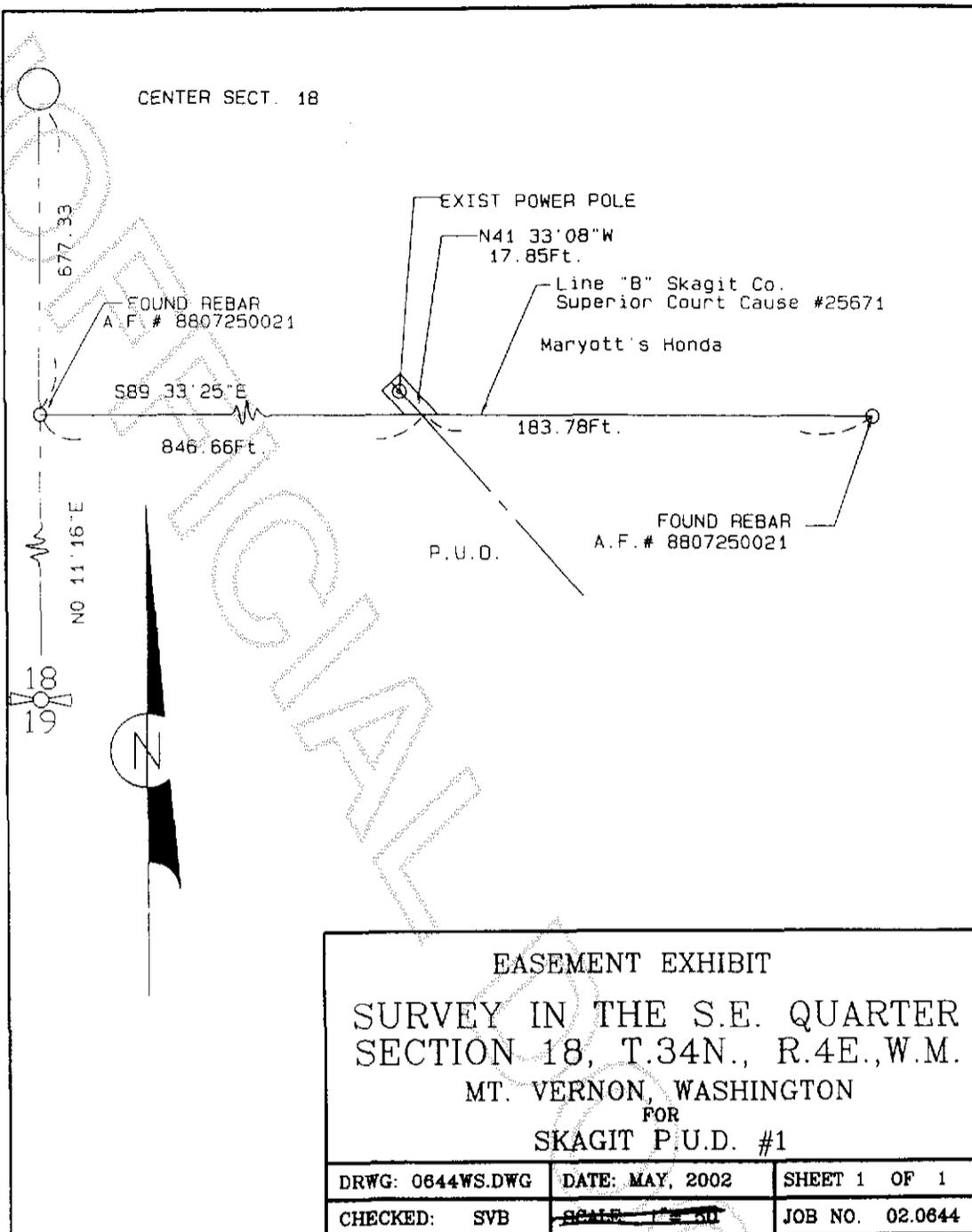


*Kim A. Carpenter*

Notary Public in and for the State of Washington  
My appointment expires: 08/09/2005



EXHIBIT "A"



NTS



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