


RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436


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Skagit County Auditor
11/22/2002 Page 1 of 2 9:42AM

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 16th day of OCTOBER, 2002, between **JAMES J. BANNISTER**, 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:

P35020

An easement for a waterline 20 feet in width, lying 10 feet on each side of the following described centerline:

Commencing at the North Quarter corner of Section 30, township 35 North, Range 3 East, W.M.; thence South 0 Degrees 59'52" East along the North-South centerline of said Section 30, a distance of 840.53 feet; thence North 89 Degrees 58'39" West parallel and 840.40 feet South of the North line of the Northwest Quarter of said Section 30, a distance of 1151.02 feet; thence North 3 Degrees 00'48" East, a distance of 90.32 feet to the South line of the North 750.20 feet of said Section 30, **being the beginning of said centerline description**; thence North 3 Degrees 00'48" East a distance of 39.63 feet to the beginning of curve to the right having a radius point bearing South 86 Degrees 59'12" East at a distance of 150.00 feet; thence Northeasterly along said curve an arc distance of 52.21 feet through a central angle of 19 Degrees 56'32" to the south line of the North 660.00 feet of said Section 30; being the terminus of said centerline description.

The sidelines of said 20-foot easement are shortened or extended to intersect with the said property boundary.

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.

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.

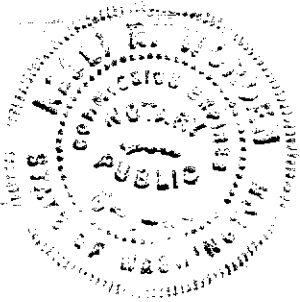
In Witness Whereof, the Grantor hereunto sets his hand and seal this 16th day of OCTOBER, 2002.

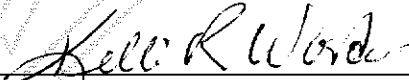

JAMES J. BANNISTER

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JAMES J. BANNISTER** 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: 10/16/02




Notary Public in and for the State of Washington
My appointment expires: 8-1-04

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 22 2002

Amount: Paid \$
Skagit Co. Treasurer
By  Deputy

