

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



200304290012
Skagit County Auditor

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PUD UTILITY EASEMENT

THIS AGREEMENT is made this 3rd day of July, 2002, between **STEVEN K. AND JUDITH A. LYMAN, husband and wife**, 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:

P108404 See also Map Exhibit "A"

The Westerly 20.00 feet, as measured at right angles to its Westerly line, of Lot 4, said "Plat of Eagle Hill"; TOGETHER WITH all that portion of said Lot 4 described as follows:

Beginning at the Northeast corner of said Westerly 20.00 feet of said Lot 4;
thence South 89°28'50" East along the North line thereof, 23.00 feet;
thence South 12°16'11" East, 39.66 feet to the East line of said Westerly 20.00 feet of Lot 4;
thence North 38°53'47" West along said East line, 50.07 feet to the point of beginning.

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 3 day of July, 2002.

Steven K. Lyman
STEVEN K. LYMAN

Judith A. Lyman
JUDITH A. LYMAN

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **STEVEN K. LYMAN** 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: July 3, 2002



Mary A. Thorene
Notary Public in and for the State of Washington
My appointment expires: 10-1-02

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

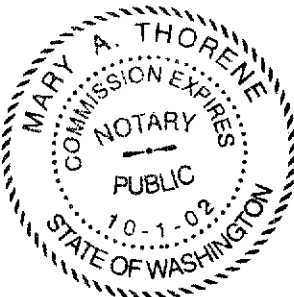
APR 29 2003

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JUDITH A. LYMAN** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: July 3, 2002



Mary A. Thorene
Notary Public in and for the State of Washington
My appointment expires: 10-1-02



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MAP (for Exhibit "A")

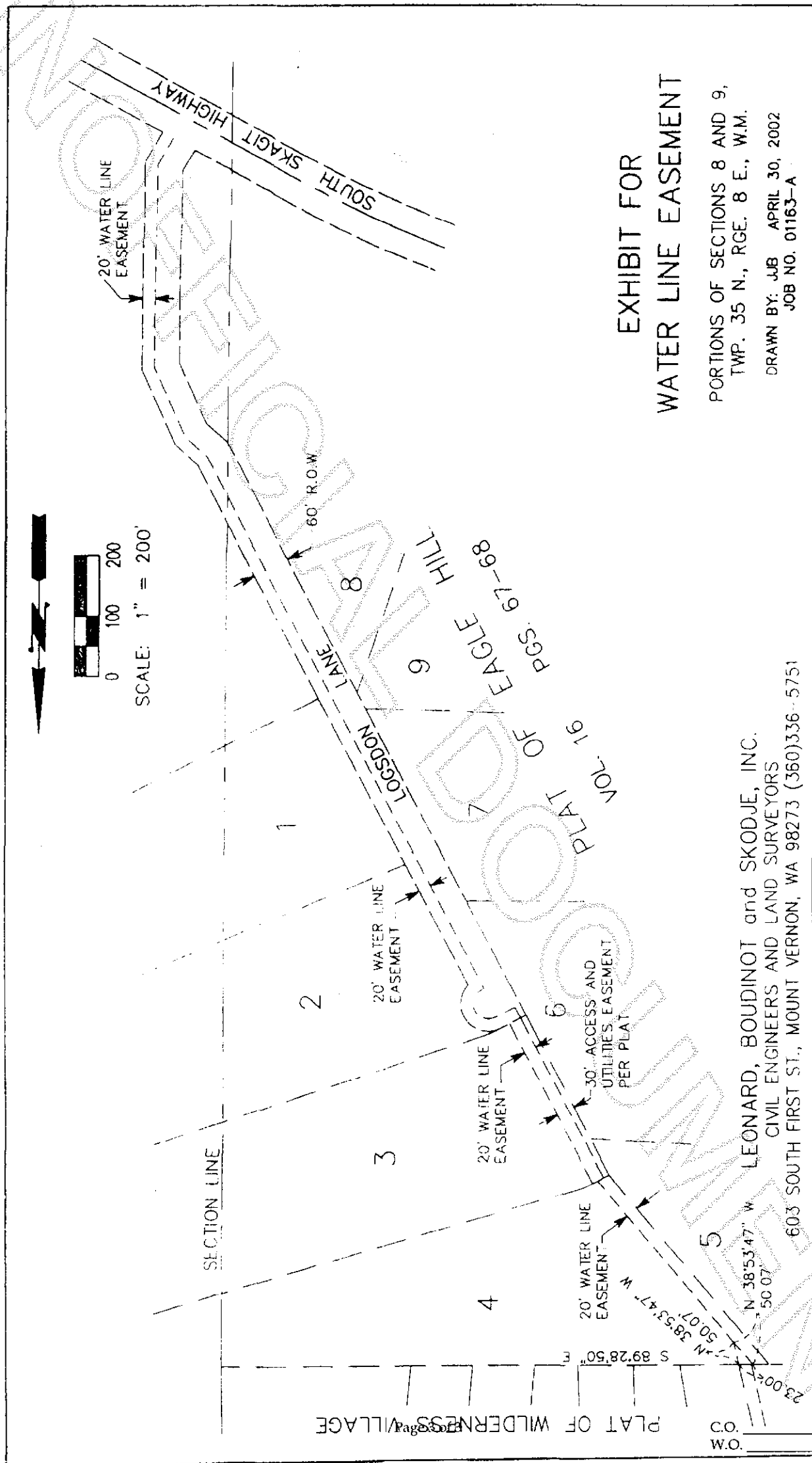


EXHIBIT FOR
WATER LINE EASEMENT

PORTIONS OF SECTIONS 8 AND 9,
TWP. 35 N., RGE. 8 E., W.M.

DRAWN BY: JJB APRIL 30, 2002
JOB NO. 01163-A

LEONARD, BOUDINOT and SKODJE, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
603 SOUTH FIRST ST., MOUNT VERNON, WA 98273 (360)336-5751

