


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


200404060023
Skagit County Auditor
4/6/2004 Page 1 of 2 9:44AM

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 10th day of March, 2004, between **BETTY SIPMA, a single woman as her separate estate**, hereinafter referred to as "Grantor(s)", 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, pipe, 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, on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P103689

A strip of land in a portion of the West Addition to Clear Lake Plat, recorded on March 24, 1922 in Volume 4 of Plats, at Page 32, records of Skagit County, Washington, in the Southwest Quarter of Section 1, Township 34 North, Range 4 East, W.M., lying 10 feet on both sides of the following described centerline:

Commencing at the Southwest Corner of Section 1, Township 34 North, Range 4 East, W.M., thence North 0 degrees, 32'30" East, along said section line a distance of 953.02 feet; thence South 89 degrees 55' 30" East, along the north right-of-way line of Pringle Street, a distance of 1,667.38 feet to the TRUE POINT OF BEGINNING; thence North 0 degrees 16'15" East, a distance of 281.11 feet; thence North 12 degrees 23'45" West, a distance of 103.21 feet, more or less, to the northerly boundary of the West Addition to Clear Lake Plat and the END OF DESCRIPTION.

Sidelines of said 20.00-foot wide easement are to be extended and shortened as necessary to terminate at the northerly boundary of the West Addition to Clear Lake Plat.

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.

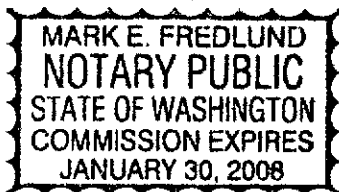
In Witness Whereof, the Grantor hereunto sets his hand and seal this 10th day of March, 2004.

Betty Sipma
BETTY SIPMA

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **BETTY SIPMA** 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 March 2004



Mark E. Fredlund
Notary Public in and for the State of Washington

My appointment expires: 1/30/2008

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 06 2004

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



200404060023
Skagit County Auditor