

6/2/80

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

9302230089

WATER PIPELINE EASEMENT

'93 FEB 23 P3:17

RECORDED... FILED...
THIS AGREEMENT is made this 19th day of January, 1993,
between JAMES G. THOMPSON 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, Grantor is the owner 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, over, under and upon the said lands
and premises.

NOW, THEREFORE, Grantor, 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 line, lines or 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 of water over, across, along, in
and under the following described lands and premises in the County
of Skagit, State of Washington, to wit:

The south 20 feet of the north 1/2 of vacated First
Street from the west line of the east 1/2 of vacated
Doris Street continuing east 165 feet,

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 brush, timber, trees 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 said line. The Grantor agrees that title to all timber,
brush, trees, other vegetation or debris trimmed, cut and removed
from the easement pursuant to this Agreement is vested in the
District.

Grantor, its 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. Grantor shall conduct its 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.

Easement only
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 23 1993

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9302230089

Amount Paid \$
By: *W* Skagit County Treasurer
Deputy

PUBLIC UTILITY DIST. #1 SKAGIT CO.
1415 Freeway Drive
P. O. Box 1436
Mount Vernon, Washington 98273-1436

BK1165PG0381

The Grantor also agrees to and with the District that the Grantor lawfully owns 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 Grantor 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 19 day of Jan., 1993

James G. Thompson
James G. Thompson

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JAMES G THOMPSON is the individual who appeared before me, and said individual 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: 1-19-93

Penny Willoughby
Notary Public in and for the State of Washington

My appointment expires: APRIL 19 1995

