

9302230090

62/800

WATER PIPELINE EASEMENT

JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

'93 FEB 23 P3:18

THIS AGREEMENT is made this 21<sup>st</sup> day of January, 1993,  
between BERNARD YOSTING and RUTH M. YOSTING, 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, 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, and removal of a fir stump in the easement area,  
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 North 20 feet of the South one-half of First Street  
from the centerline of Howard Street to the centerline of  
the alley extended North all in Block 220, Map of Fidalgo  
City, Skagit County, Washington, as per plat recorded in  
Volume 2 of Plats, Pages 113 and 114 Records of Skagit  
County, Washington. Situate in the County of Skagit,

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.

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

*separate only*  
FEB 23 1993 Page 1 of 2

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

9302230090

BX 1165 PG 0383

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 21<sup>st</sup> day of January 1993.

Bert O. Yosting  
Bert O. Yosting  
Bert

Ruth M. Yosting  
Ruth M. Yosting  
R

STATE OF WASHINGTON  
COUNTY OF ~~SKAGIT~~ ISLAND

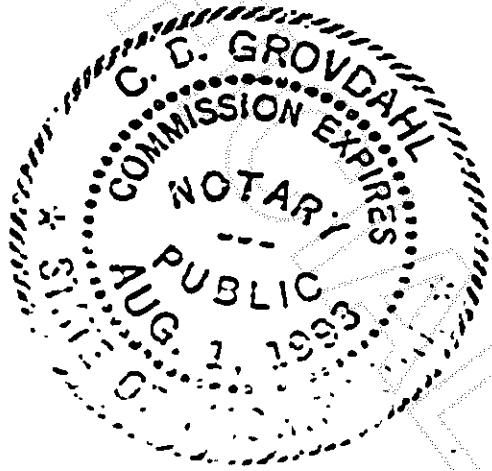
I certify that I know or have satisfactory evidence that Bert O. Yosting and Ruth R. Yosting are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 1-21-93

C. D. Grovdahl

Notary Public in and for the State of Washington

My appointment expires: 8-1-93



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