



200212050019

Skagit County Auditor

12/5/2002 Page

1 of

2 9:38AM

**RETURN TO:**

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

**PUD UTILITY EASEMENT**

THIS AGREEMENT is made this 1st day of October, 2002, between **WILLIAM R. ZOBERST**, 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, ~~water 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 ~~equipment, line or other related facilities~~, ~~along with necessary appurtenances for the transportation and control of water, sewer and electronic information or facilities~~ over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

said

**P35002**

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 South 0 Degrees 09'36" West a distance of 31.87 feet to the beginning of a curve to the right having a radius point bearing South 89 Degrees 50'24" West at a distance of 641.00 feet; thence southerly along said curve an arc distance of 87.25 feet through a central angle of 7 Degrees 47'55"; thence South 7 Degrees 38'18" West a distance of 53.87 feet; thence South 4 Degrees 01'22" West a distance of 29.95 feet to the beginning of a curve to the right having a radius point bearing North 85 Degrees 58'38" West at a distance of 100.00 feet; thence southerly along said curve an arc distance of 7.91 feet through a central angle of 4 Degrees 31'53" to the North line of the South 45.00 feet of the North 1095.4 feet of said Section 30, being the **beginning of said centerline description**; thence continuing along said curve an arc distance of 30.69 feet through a central angle of 17 Degrees 35'04"; thence South 26 Degrees 08'19" West a distance of 17.61 feet to the South line of the North 1095.4 feet to the terminus of said centerline description.

The sidelines of said 20-foot easement are shortened or extended to intersect with the said property boundary. Provided, said easement shall not extend to less than five (5) feet from Grantor's existing outbuilding.

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 ~~expressly~~ <sup>reasonable</sup> 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~~ <sup>not</sup> interfere with, obstruct or endanger the usefulness of ~~any improvements or other facilities now or hereafter maintained upon the easement~~ <sup>any improvements or other facilities</sup> or in any way interfere with, obstruct or endanger the District's use of the easement. ~~The District, its successors and assigns shall not interfere with or obstruct Grantor's use of his existing driveway.~~ <sup>said water line</sup>

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 1st day of October, 2002.

W. R. Zoberst  
WILLIAM R. ZOBERST

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 05 2002

STATE OF WASHINGTON  
COUNTY OF KING

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

I certify that I know or have satisfactory evidence that **WILLIAM R. ZOBERST** 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: 10/1/02

Jeffrey Todd Nowlin  
Notary Public in and for the State of Washington  
My appointment expires: 7/18/05



200212050019  
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12/5/2002 Page 2 of 2 9:38AM