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Kathy Hill, Skagit County Auditor

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

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 18th day of FEBRUARY, 2000, between JOHN R. AND TWYLA ANN BRINK, 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 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:

P34865

All that portion of the South 660 feet of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 35 North, Range 3 East W.M., Skagit County, Washington, being more particularly described as follows:

The East 30 feet of a non-exclusive easement for ingress and egress and utilities over and across a strip of land 60 feet in width, the center line of which is described as follows:

Beginning at a point on the South line of said subdivision, which is 667.32 feet East of the Southwest corner of said Section as measured along the South line thereof; thence North 1°14'30" East a distance of 660.16 feet to the North line of the hereinabove described subject property, and the terminus of said line;

EXCEPTING THEREFROM any portion of said strip of land lying within the South 30 feet thereof conveyed to Skagit County for road purposes by deeds dated March 25, 1911, and recorded June 4, 1912, under Auditor's File Nos. 100604 and 101637.

Situate in the County of Skagit, State of Washington.

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 the 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.

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 18th day of February, 2000.

John R. Brink
JOHN R. BRINK

Twyla Ann Brink
TWYLA ANN BRINK

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB 22 2000

STATE OF WASHINGTON
COUNTY OF SKAGIT

Amount Paid \$ 0
By Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that JOHN R. AND TWYLA ANN BRINK are the persons who appeared before me, and said persons 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: 2-18-00

Mary A. Thorene
Notary Public in and for the State of Washington

My appointment expires: 10-01-02



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