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Kathy Hill, Skagit County Auditor

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FEB 28 2000

P.U.D. No. 1 Eng Dept

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 21st day of FEBRUARY, 2000, between **KABALO HEIGHTS, L.L.C.**, 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:

P35377 & P115735

PARCEL "A"

A non-exclusive easement for utilities and water pipeline in a portion of the East 1/2 of the Northwest 1/4 of Section 35, Township 35 North, Range 3 East, W.M., said easement being 60 feet in width, the East line of said 60 foot easement is described as follows:

Commencing at the Southeast corner of said East 1/2 of the Northwest 1/4; thence South 89°48'31" West 436.75 feet along the South line of said East 1/2 of the Northwest 1/4 to the TRUE POINT OF BEGINNING; thence North 00°32'06" West 300 feet, more or less, parallel with the East line of said East 1/2 of the Northwest 1/4, to the Southerly margin of a road shown as Michael Place in the Plat of KABALO HEIGHTS, as per records of Skagit County, Washington, and the terminus of said East line.

PARCEL "B"

A 20 foot wide non-exclusive easement for water pipeline in a portion of the East 1/2 of the Northwest 1/4 of Section 35, Township 35 North, Range 3 East, W.M., the centerline of said 20 foot easement being more particularly described as follows:

Commencing at the Southeast corner of said East 1/2 of the Northwest 1/4; thence South 89°48'31" West 1,333.27 feet along the South line of said East 1/2 of the Northwest 1/4 to the Southwest corner of said subdivision; thence North 00°51'39" West 1,080.69 feet along the West line of said East 1/2 of the Northwest 1/4, to the TRUE POINT OF BEGINNING of said centerline;

thence North 89°53'22" East 469.34 feet, more or less, to the Westerly margin of a road shown as Michael Place in the Plat of KABALO HEIGHTS, as per records of Skagit County, Washington, and the terminus of said centerline.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record

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 21st day of FEBRUARY, 2000.


Paul A. Leavitt, Manager
Kabalo Heights, L.L.C.

SKAGIT COUNTY WASHINGTON
Real Estate Division

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MAR 1 2000

FEB 28 2000

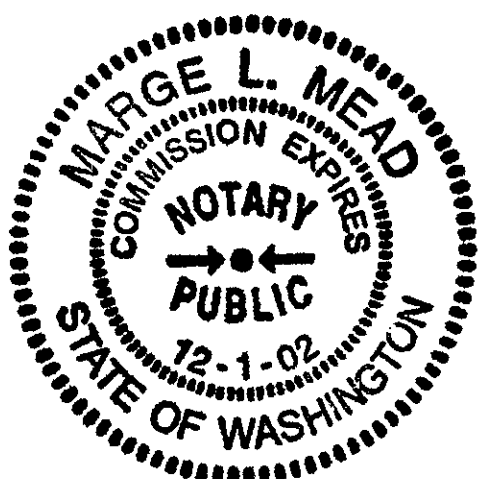
STATE OF WASHINGTON
COUNTY OF KING

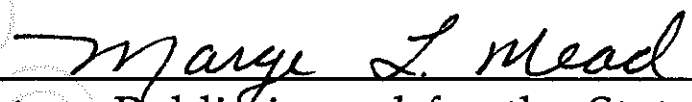
Amount Paid \$ 10-
Skagit Co. Treasurer
By [Signature] Deputy

P.U.D. No. 1 Eng Dept

I certify that I know or have satisfactory evidence that Paul A. Leavitt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Manager of Kabalo Heights, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: FEBRUARY 21, 2000




Notary Public in and for the State of Washington

My appointment expires: 12-1-02

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C.O. 4022
W.O. 99-2633



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