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Kathy Hill, Skagit County Auditor

7/18/2000 Page 1 of 2 9:42:44AM

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 14th day of July, 2000, between STEVEN M. AND PENNE SAKUMA, 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:

P34552

The West 20.00 feet of the South 230.00 feet of the Southeast Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 3 East, W.M.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor.

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, impede 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 14th day of July, 2000.

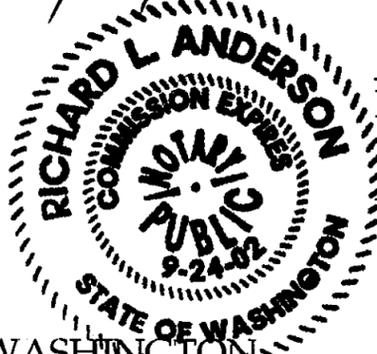
[Signature]
Steven M. Sakuma

[Signature]
Penne Sakuma

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Steven M. Sakuma** 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: July 14 2000



[Signature]
Notary Public in and for the State of Washington
My appointment expires: Sept 24, 2002

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Penne Sakuma** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: July 14 2000



[Signature]
Notary Public in and for the State of Washington
My appointment expires: Sept 24, 2002

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUL 18 2000

Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

