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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 11th day of September, 2000, between SMITH AND MORRISON, LLC 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:

Assessors Tax Parcel Number(s) 330405-3-005-0001/P16391

An easement 15.00 feet in width described as the South 35 feet, less the 20.00 foot county right of way, of the Southwest Quarter of the Southwest Quarter of Section 5, Township 33 North, Range 4 East, W.M., EXCEPT that portion of said property described as follows:

Beginning at a point on the West line of said Section 5 which bears North 1° 30' 00" East 1,120.77 feet from the Southwest corner of said Section 5; thence South 88° 30' 00" East a distance of 208.71 feet; thence North 1° 30' 00" East Parallel with the West line of said Section, a distance of 417.42 feet; thence North 88° 30' 00" West a distance of 208.71 feet to the East right of way line of PSH No. 99; Thence South 1° 30' 00" West along said East right of way line 417.42 feet to the true point of beginning.

EXCEPT that portion conveyed to the State of Washington by deed recorded December 15, 1971, under Auditor's File No. 761886.

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 11th day of September, 2000.

[Signature]
SMITH AND MORRISON, LLC

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Keith Morrison is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as partner of **SMITH AND MORRISON, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: September 11, 2000

[Signature]
Notary Public in and for the State of Washington

My appointment expires: February 14, 2004

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

SEP 14 2000

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



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