



200010270009  
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 26<sup>th</sup> day of Sept., 2000, between JAMES E. SCHMIDT, JR. and ADA N. SCHMIDT, husband and wife, hereinafter referred to as "Grantors", 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:

**P35523**

The East 20 feet of the north 375 feet of that portion of the East half (E 1/2) of the West half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Township 35 North, Range 4 East, W.M. lying Northerly of the county road; EXCEPT the West 193 feet thereof

together with the right of ingress to and egress from said lands across adjacent lands of the Grantors; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantors 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 Grantors agree 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 Grantors' 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 Grantors hereunto sets their hand and seal this 26<sup>th</sup> day of September, 2000.

James E. Schmidt, Jr.  
James E. Schmidt, Jr.

Ada N. Schmidt  
Ada N. Schmidt

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **James E. Schmidt, Jr.** 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: 9-26-2000

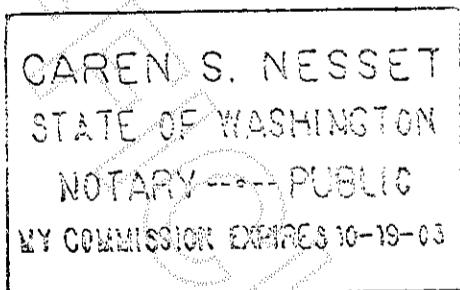
Diane Hannah  
Notary Public in and for the State of Washington

My appointment expires: 2-14-2003

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Ada N. Schmidt** 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: 9-25-00



Caren Nesset  
Notary Public in and for the State of Washington

My appointment expires: 10-19-03

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

OCT 27 2000

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



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C.O. 4119  
W.O. 00-2736