

AFTER RECORDED, RETURN TO
Department of General Administration
Division of Real Estate Services
Post Office Box 41015
Olympia, Washington 98504-1015



200202050116
Skagit County Auditor

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Document Title: Water Pipeline Easement

Grantor: State of Washington, Department of General Administration

District: Public Utility District No. 1 of Skagit County, Washington

Legal Description:

A twenty (20) foot wide easement for installation, operation and maintenance of a waterline over, under, and across a portion of the northeast quarter of the northeast quarter of Section 18, and the southeast quarter of the southeast quarter of Section 7, all in Township 35 North, Range 5 east, W.M., the centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of the northeast quarter of said Section 18; thence S75° 41' 45"E, a distance of 292.12 feet to an existing PRV Vault and the point of beginning of this centerline description; thence S 57° 08' 35"E, a distance of 10.86 feet; thence N71° 13' 20"E, a distance of 9.24 feet; thence N 23° 25' 12"E, a distance of 122.33 feet; thence N81° 41' 07"E, a distance of 183.45 feet; thence S 7° 22' 23"E, a distance of 201.07 feet; thence S7° 52' 42"E, a distance of 57.95 feet; thence S9° 47' 39"E, a distance of 58.33 feet; thence S 65° 03' 01"E, a distance of 20.54 feet; thence S72° 51' 01"E, a distance of 47.35 feet; thence S0° 24' 48"E, a distance of 122.21 feet; thence S 4° 16' 23"E, a distance of 63.82 feet; thence S 12° 13' 17"E a distance of 26.80 feet to Point A; thence S 19° 08' 57"E, a distance of 29.57; thence S 24° 35' 22"E, a distance of 26.56 feet; thence S 30° 37' 07"E, a distance of 48.32 feet to the terminal point of this centerline description.

ALSO, a beginning at Point A described above; thence S 84° 39' 03"E, a distance of 80.86 feet to the terminal point of this centerline description.

NOTE: All bearings referenced to that certain survey recorded in Volume 10 of Surveys at page 149, as AF#9011130061, records of Skagit County, Washington.

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

Assessor's Tax Parcel Number(s): State-owned, tax exempt

P39356

RETURN TO:

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

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 05 2002

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

Project No. 293-12-01
Sedro Woolley (KTA/ka)
Page 1 of 4
January 22, 2002

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 22nd day of January, 2002,
between **STATE OF WASHINGTON, DEPARTMENT OF GENERAL
ADMINISTRATION**, 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 quit
claims to the District, its successors or assigns, the nonexclusive 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:



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A twenty (20) foot wide easement for installation, operation and maintenance of a waterline over, under, and across a portion of the northeast quarter of the northeast quarter of Section 18, and the southeast quarter of the southeast quarter of Section 7, all in Township 35 North, Range 5 east, W.M., the centerline of which is described as follows:

Commencing at the northwest corner of the northeast quarter of the northeast quarter of said Section 18; thence S75° 41' 45"E, a distance of 292.12 feet to an existing PRV Vault and the point of beginning of this centerline description; thence S 57°08'35"E, a distance of 10.86 feet; thence N71°13'20"E, a distance of 9.24 feet; thence N 23°25'12"E, a distance of 122.33 feet; thence N81°41'07"E, a distance of 183.45 feet; thence S 7°22'23"E, a distance of 201.07 feet; thence S7°52'42"E, a distance of 57.95 feet; thence S9°47'39"E, a distance of 58.33 feet; thence S 65°03'01"E, a distance of 20.54 feet; thence S72°51'01"E, a distance of 47.35 feet; thence S0°24'48"E, a distance of 122.21 feet; thence S 4°16'23"E, a distance of 63.82 feet; thence S 12°13'17"E a distance of 26.80 feet to Point A; thence S 19°08'57"E, a distance of 29.57; thence S 24°35'22"E, a distance of 26.56 feet; thence S 30°37'07"E, a distance of 48.32 feet to the terminal point of this centerline description.

ALSO, a beginning at Point A described above; thence S 84°39'03"E, a distance of 80.86 feet to the terminal point of this centerline description.

NOTE: All bearings referenced to that certain survey recorded in Volume 10 of Surveys at page 149, as AF#9011130061, records of Skagit County, Washington.

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

District shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. District shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area.

The District, its successors or assigns, will protect, save and hold harmless the Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Easement. The District further agrees to defend the Grantor, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Easement. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the



Grantor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees, and

(b) the District, its agents or employees, and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or District's agents or employees.

In the event District fails to use or ceases to use, any of the easements herein conveyed for a period of five (5) successive years, such easement or easements and all of District's rights pertaining thereto, as herein provided, shall terminate and revert to the Grantor.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 31st day of January, 2002.

GRANTOR:

Mark L. Lahate
Real Estate Group Manager

Robert A. Bippert
Assistant Director

Approved as to Form:

Marjorie Smith
Marjorie Smith
Assistant Attorney General

Date: 1/23/02



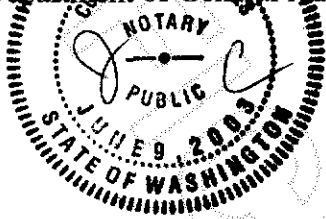
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STATE OF WASHINGTON)
) ss.
County of Thurston)

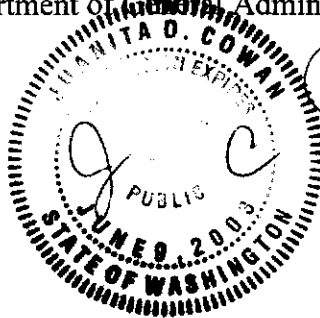
I, the undersigned, a Notary Public, do hereby certify on this 30th day of January, 2002, personally appeared before me Mark L. Lahaie, Real Estate Group Manager, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department of General Administration.



Juanita W. Cowan
NOTARY PUBLIC in and for the State of Washington
My appointment expires 6/9/03

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify on this 31st day of January, 2002, personally appeared before me, Robert A. Bippert, Assistant Director, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department of General Administration.



Juanita W. Cowan
NOTARY PUBLIC in and for the State of Washington
My appointment expires 6/9/03



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