

## WARRANTY DEED

The Grantor, SIMILK BEACH DEVELOPMENT COMPANY, a Washington Corporation, for and in consideration of \$ 25.00 in hand paid, conveys and warrants to PUBLIC UTILITY DISTRICT NO. 1 of Skagit County, Washington, the following described real estate, situated in the County of Skagit, State of Washington:

Beginning at the Southeast corner of Lot 22 of Block 2, "Soundview Addition No. 2 to Similk Beach", according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 5 of Plat, page 5; thence North  $75^{\circ} 20'$  East, 262.43 feet; thence South  $16^{\circ} 45'$  East 6.0 feet to the true point of beginning; thence North  $75^{\circ} 20'$  East, 75 feet; thence North  $16^{\circ} 45'$  West, 145.0 feet; thence South  $75^{\circ} 20'$  West, 75.0 feet; thence South  $16^{\circ} 45'$  East, 145.0 feet to the true point of beginning.

Said tract containing 0.2496 of an acre, and

The Grantor, further grants and conveys an EASEMENT over, across and through a strip of land for road purposes and pipe line, described as follows, to-wit:

A strip of land 30 feet in width being 15 feet on each side of the following described center line, to-wit:

Beginning at the intersection of the center lines of Driver Road and Caddy Street, as shown in the plat of "Soundview Addition to Similk Beach" according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, page 55; thence North  $49^{\circ} 21' 30''$  East, 325.2 feet; thence left on a  $24^{\circ}$  curve with radius of 238.8 feet, 212.43 feet; thence North  $1^{\circ} 37' 30''$  West along the section line common to sections 8 and 9 of Township 34 North, Range 2 East, W.M., 330.73 feet; thence left on a  $52^{\circ}$  curve with radius of 110.2 feet, 172.76 feet; thence South  $88^{\circ} 32' 30''$  West, 48.21 feet, to a point on the East line of the  $1/4$  acre tract of land purchased by PUBLIC UTILITY DISTRICT NO. 1 of Skagit County, Washington, as described above,

with the right to the full, free and open enjoyment of said road and with the right to grade, clear, pave or in any way develop it for road purposes, and

The Grantor hereby further grants and conveys the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace or remove a pipe line or pipe lines for the transportation of water on, over and through the above described lands, which Grantors warrant that it is the owner in fee simple, situate in the County of Skagit, State of Washington, together with the right of ingress and egress to and from said line or lines for the purposes aforesaid and for the following purposes:

The Grantees shall have the right to lay, maintain and use through and under said premises a line or lines of water pipe and may build all proper and usual accessories suitable for the same and said line or lines shall not be less than 2.0 feet of surface beneath the earth in covered trenches and so that no unnecessary damage shall be done to said premises and so, that after the completion of the work the surface shall be restored to its present condition, or as near thereto as shall be reasonably possible considering the necessary clearing to be done.

The Grantee shall be at liberty from time to time to enter upon said premises and to open up said line of pipe, or any part thereof, for the purpose of repairing or renewing the same as occasion may require, doing no unnecessary damage to said premises and restoring the surface thereof when so opened up as soon as may be, and to enter upon said premises and to remove said pipe whenever Grantee shall determine to abandon the use thereof, or whenever the right to maintain the same upon said premises for any reason shall cease, doing no unnecessary damage to said premises, and restoring the surface thereof when so opened up, as soon as may be.

IT IS AGREED, that this grant covers all the agreements between the parties hereto and that no representation or statements, verbal or written have been made modifying or adding to, or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

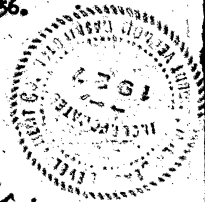
IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereto affixed this 27 day of Aug, 1956.

SIMILK BEACH DEVELOPMENT COMPANY,  
A Washington Corporation

R. D. Turner, Pres.

ATTEST:

Grace W. Turner, Sec.



STATE OF WASHINGTON ))  
COUNTY OF SKAGIT )) ss

On this 27<sup>th</sup> day of August, 1956, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. D. Turner and Grace W. Turner to me known to be the President and Secretary respectively of SIMILK BEACH DEVELOPMENT COMPANY, the corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]  
Notary Public in and for the State of Washington, residing at Mount Vernon.



RECEIVED FOR RECORD AT  
12:09 P Aug. 29 1956  
At request of R. D. Turner  
EDW. DANIELSON, Auditor  
Skagit Co., Washington