

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

93 JUL -2 AM 10:07

RECORDED _____ FILED _____
REQUEST OF PUD

1415 Freeway Dr
Mt Vernon WA
98273

9307020026

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 17th day of June, 1993, between ROBERT A. MASSAR and PHYLLIS D. MASSAR, 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, Grantor is the owner 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, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, 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:

SEE ATTACHMENT "A"

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 said 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.

Grantor, its 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. Grantor shall conduct its 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 Grantor also agrees to and with the District that the Grantor lawfully owns 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 Grantor 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.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

9307020026

BK 1209 PG 0490

JUL - 2 1993

Amount Paid \$
By: [Signature]
Skagit County Treasurer
Deputy

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 17th day of June, 1993.

Robert J. Massar
Robert J. Massar

Phyllis D. Massar
Phyllis D. Massar

STATE OF WASHINGTON
COUNTY OF SKAGIT

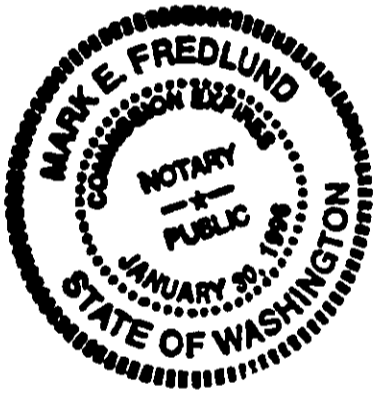
I certify that I know or have satisfactory evidence that Robert J. Massar is the individual who appeared before me, and said individuals acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/17/93

Mark E. Fredlund

Notary Public in and for the State of Washington

My appointment expires: 1/30/96



Attachment "A"

An easement upon the following described property all being within the Plat of "City of Fidalgo, Skagit County and Territory of Washington". According to the plat recorded in Volume 2 of Plats, Page 113, records of Skagit County, Washington. That portion of Block 221, and vacated alley and Highland Avenue being more particularly described as follows:

Beginning at the Northwest corner of said Block 221; thence South along the West line of said Block 221, a distance of 195.19 feet to the True Point of Beginning for this description known as Point "A"; thence East 70.00 feet; thence North $80^{\circ} 55'$ East, 91.14 feet; thence North $67^{\circ} 15'$ East, 75.35 feet to the East line of said Block 221; thence North $49^{\circ} 43'$ East 47.77 feet to the West line of Doris Street as shown on Plat of "Rensink-Whipple Salmon Beach Tracts", according to the plat recorded in Volume 5 of Plats, Page 55, Records of Skagit County, Washington; thence North $1^{\circ} 53'$ East along the West line of Doris Street extended (plat course is North $0^{\circ} 49'$ East) a distance of 27.47 feet; thence South $48^{\circ} 39'$ West 63.16 feet; thence South $68^{\circ} 19'$ West, 69.63 feet; thence South $80^{\circ} 55'$ West 87.34 feet; thence West, 68.41 feet to the West line of Block 221; thence South 20.00 feet to the True Point of Beginning. Being a strip of land 20 feet in width.

Together with a strip of land 20 feet in width, lying adjacent to and contiguous with, and lying North of the following described line;

Beginning at the aforementioned Point "A"; thence Westerly on a line perpendicular to the West line of said Block 221, for a distance of 30.00 feet. This point shall be known as Point "B" for this description.

Also together with a strip of land 20 feet in width, lying East of the following described line;

Beginning at the aforementioned Point "B"; thence Northerly on a line parallel to and 20 feet East of the centerline of vacated Howard Avenue to the centerline intersection of vacated First Street. This point shall be known as Point "C" for this description.

Also, together with a strip of land 20.00 feet in width, lying adjacent to and contiguous with and lying South of the following described line;

Beginning at the aforementioned Point "C", thence Westerly along the centerline of vacated First Street to the centerline intersection of vacated First Street and Howard Avenue.