

9506050062

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN - 5 1995

WATER PIPELINE EASEMENT

Amount Paid \$ 0.00
By Skagit Co. Treasurer
Deputy

THIS AGREEMENT is made this 26 day of May, 1995, between Peter K. Macdonald and Deborah A. Macdonald, 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, 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:

The west 35 feet of Lot 2 together with a 20 foot strip of land 10 feet on each side of a line between points A and B. Point A being 78 feet west of southeast corner of Lot 2 and Point B being 65 feet west of the intersection of the centerlines of vacated First Street and Fairview Avenue.

The exterior line of said easement being lengthened or shortened to intersect at points of width change and property lines.

All lots being in Block 210, Plat of "Fidalgo City - Skagit County and Territory of Washington" as recorded in Volume 2 of Plats, Pages 113, 114, 115, Records of Skagit County, Washington.

Situate in Skagit County, Washington.

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, tress, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

The District agrees to restore the property to the existing condition, if the District deems it necessary to maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time said pipeline, or pipelines or appurtenances.

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.

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PUBLIC UTILITY DIST. #1 SKAGIT CO.
1415 Freeway Drive
P. O. Box 1436
Mount Vernon, Washington 98273-1436

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.

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 26 day of May, 1995.

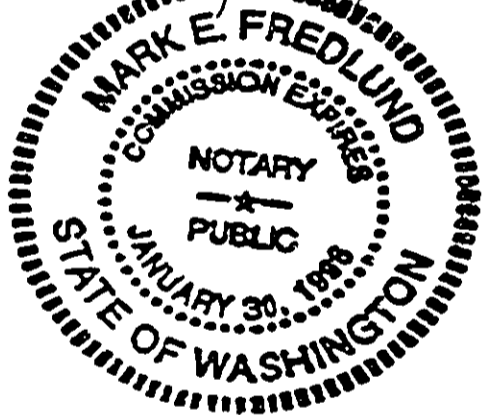
Peter K. Macdonald
Peter K. Macdonald

Deborah A. Macdonald
Deborah A. Macdonald

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Peter K. Macdonald 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: May 26, 1995



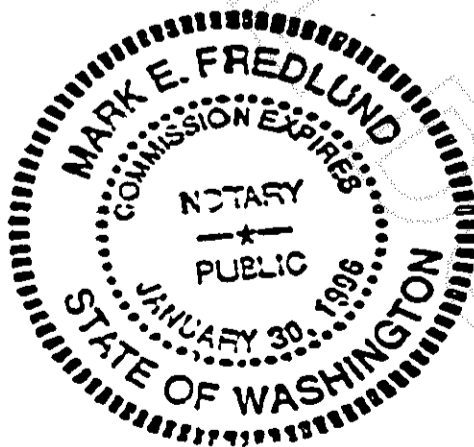
Mark E. Fredlund
Notary Public in and for the State of Washington

My appointment expires: 1/30/96

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Deborah A. Macdonald 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: June 2, 1995



Mark E. Fredlund
Notary Public in and for the State of Washington

My appointment expires: 1/30/96

UNOFFICIAL DOCUMENT

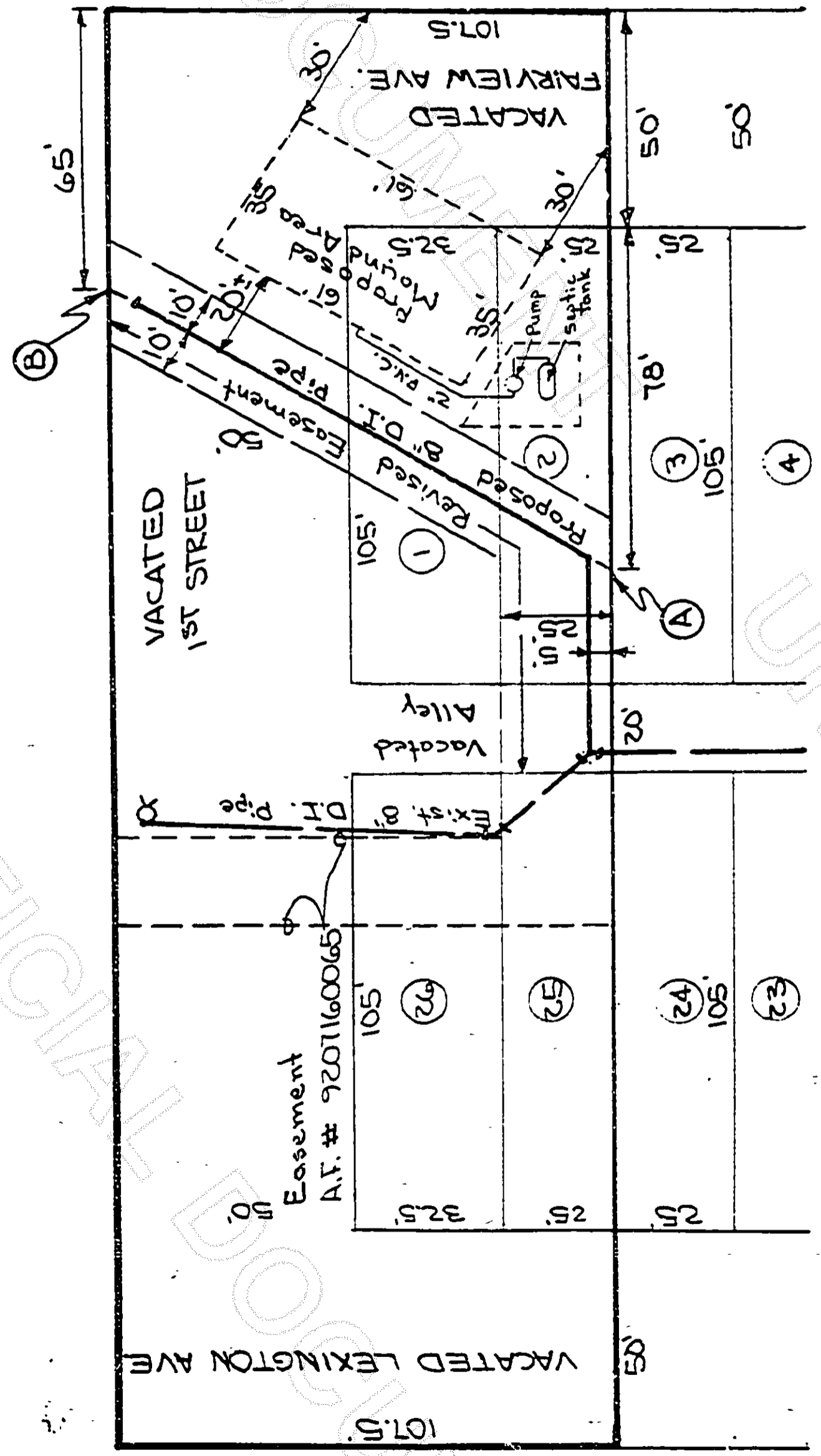
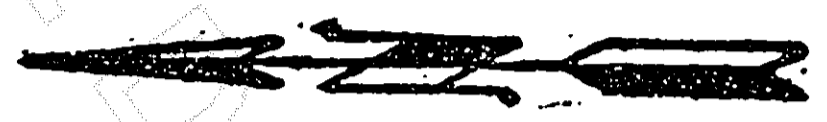


EXHIBIT A
 Macdonald Agreement
 Date: May 22, 1995; Scale: 1"=40'

RECORDED _____ FILED _____
 REQUEST OF _____

'95 JUN -5 P12:00

SKAFF
 KATSY
 APR

[Handwritten signature]

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BK 1445 PG 0060