

JUL 29 1996

9607290044

WATER PIPELINE EASEMENT

Amount Paid \$ 0  
By W Skagit Co. Treasurer Deputy

THIS AGREEMENT is made this 19 day of July, 1996, between Gary Wargo, Business Manager, Anacortes School District, No. 103 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:

A strip of land 20.00 feet in width in the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 34 North, Range 2 East of the Willamette Meridian, Skagit County, Washington, said 20.00 foot strip being 10.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of said Northeast 1/4 of the Southwest 1/4 of Section 8; thence

North 89° 50' 37" West along the North line thereof, a distance of 30.03 feet to the West right-of-way margin of Gibraltar Road; thence

South 02° 25' 30" East along said West margin, a distance of 87.29 feet to the True Point of Beginning of herein described centerline; thence

South 58° 06' 19" West 556.49 feet; thence

South 29° 54' 50" East 157.21 feet; thence

South 31° 00' 38" East 271.23 feet; thence

South 00° 09' 23" West 28.52 feet to the North line of that 20.00 foot easement described in that instrument recorded January 2, 1957, under Auditor's File No. 545919, records of Skagit County, and the southerly terminus of herein described easement centerline.

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

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KATHY HILL  
SKAGIT COUNTY CLERK

96 JUL 29 AM 1:16

RECORDED & FILED  
REQUEST OF

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.

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 19 day of July, 1996.

Gary Wargo  
Gary Wargo  
Business Manager

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Gary Wargo is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Business Manager of Anacortes School District No. 103 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: July 19, 1996

Kathy R. Stamey  
Notary Public in and for the State of Washington

My appointment expires: February 9, 2000

