



200003210090

Kathy Hill, Skagit County Auditor

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

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 20th day of MARCH, 2000, between MARCOO PROPERTIES, LLC, 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 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:

P108147
See Attached Exhibit 'A'

Grantors, their 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. Grantors shall conduct their 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 Grantors also agree to and with the District that the Grantors lawfully own 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 Grantors 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 20th day of MARCH, 2000.

Rich Marsula, President, Marcoo Properties, LLC

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Rich Marsula 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 President of Marcoo Properties to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 3-20-2000

Notary Public in and for the State of Washington.

My appointment expires: 10-1-2002

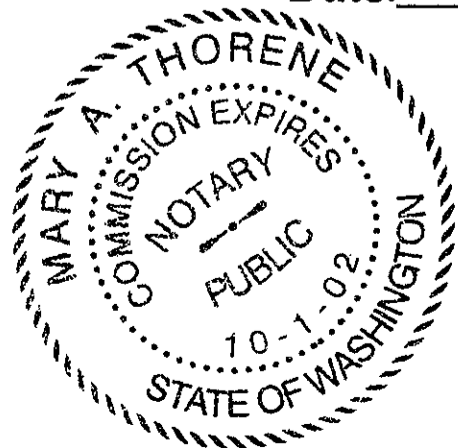


EXHIBIT "A"

The West 20 feet as measured at right angles to the Westerly line of the following described tract of land:

That portion of Revised Lot 3 of Boundary Line Adjustment Survey recorded July 14, 1998 in Volume 20 of Surveys, Page 172, under Auditor's File No. 9807140063, being a portion of City of Burlington Binding Site Plan No. BS 1-95, approved August 4, 1995, recorded August 7, 1995, in Volume 12 of Short Plats, Page 15, under Auditor's File No. 9508070045, records of Skagit County, Washington, and being a portion of Tracts A and B of Skagit County Short Plat No. 97-78, recorded in Volume 3 of Short Plats, Page 41, and of the Southwest ¼ of the Northwest ¼ of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said Revised Lot 3; thence South 89°48'01" East along the South line thereof, a distance of 32.00 feet to the TRUE POINT OF BEGINNING; thence North 2°21'30" West, parallel with the West line of said Revised Lot 3, a distance of 301.96 feet to the North line of said Revised Lot 3; thence South 89°48'01" East along said North line, a distance of 70.09 feet to the Northeast corner of said Revised Lot 3; thence South 0°12'00" West, along the East line of said Revised Lot 3, a distance of 301.66 feet to the Southeast corner of said Revised Lot 3; thence North 89°48'01" West, along the South line of Lot 3, a distance of 56.61 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under, across and through the West 12.00 feet of the above described tract of land and a strip of land 12.00 feet in width lying Westerly of, adjacent to, and contiguous with the West line of the above described tract of land.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 21 2000

Amount Paid \$ 0
Skagit County Treasurer
By: *Ka* Deputy



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