



200403090025

Skagit County Auditor

3/9/2004 Page 1 of 2 9:40AM

RETURN TO:
Public Utility District No. 1 of Skagit County
Post Office Box 1436
Mount Vernon WA 98273-1436

WATER PIPELINE EASEMENT

THIS AGREEMENT is made this 29th day of January, 2004, between ASC SAND AND GRAVEL 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:

P20168

The following described real estate, situated in the County of Skagit, State of Washington: The East 841.46 feet of Lot 4, Short Plat No. 94-022, approved November 23, 1994, recorded November 29, 1994 in Volume 11 of Short Plats, pages 149 to 151, inclusive, under Auditor's File No. 9411290033 and being a portion of the West 1/2 of Section 8, Township 34 North, Range 2 East, W.M. (being approximately 60 feet in width);

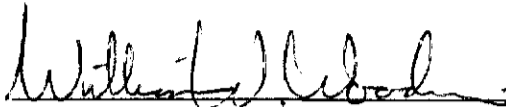
together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to 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.

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 29th day of JANUARY, 2004.

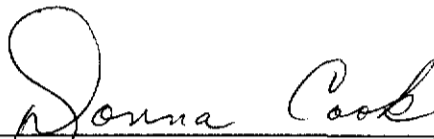


**William W. Wooding, President
ASC Sand & Gravel**

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **William W. Wooding** 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 ASC Sand & Gravel** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: JANUARY 29, 2004




Notary Public in and for the State of Washington
My appointment expires: 7-29-2004



SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 09 2004

Amount Paid \$
Skagit County Treasurer
By:  Deputy



200403090025
Skagit County Auditor

3/9/2004 Page 2 of 2 9:40AM