



200005180036

Kathy Hill, Skagit County Auditor

5/18/2000 Page 1 of 6 10:54:50AM

RETURN TO:

Patrick M. Hayden
Attorney at Law
P. O. Box 454
Sedro-Woolley, WA 98284

DOCUMENT TITLE(S) (or transactions contained herein):

Agreement And Floating Easement For As-Build Water Line & Hydrant

REFERENCE NUMBERS(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S) (Last name, first name and initials):

- 1. **McDaniel, Wendell**
- 2. **McDaniel, Tecla**

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

ORIGINAL

GRANTEE(S) (Last name, first name and initials):

- 1. **Town of Concrete**
- 2.

MAY 18 2000

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

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).

An easement over a portion of Lots 4, 5, 20 and 21, Block 3, Hamstrom's Addition of Grassmere, Skagit County, State of Washington, on file and of record in the office of the County Auditor; Situated in the County of Skagit, State of Washington.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

4067-003-006-0000 / P71045
4067-003-024-0008 // P71050

Agreement And Floating Easement For As-Build Water Line & Hydrant

THIS AGREEMENT is made on the 24 day of April, in the year 2000, between Wendell McDaniel and Tecla McDaniel, husband and wife ("Grantor" herein) and The Town of Concrete, a Washington Municipal Corporation ("Grantee" herein).

In consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and quitclaims to Grantee the following easements:

A. An exclusive perpetual easement over, across and under Grantor's property described in Exhibits A-1 and A-2, attached hereto and by this reference made a part hereof, situated in Skagit County, Washington, for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a water line, with all connections, manholes and appurtenances thereto (including pump stations, fittings, and hydrants) (herein the "water line"), together with the nonexclusive right of ingress to and egress from said property for the foregoing purposes;

B. A nonexclusive perpetual easement for ingress, egress, and access necessarily and reasonably related to the construction of the water line across, along, in and upon Grantor's adjoining property.

This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which the parties hereby promises to faithfully and fully observe and perform.

1. Notice of Construction. Prior to any construction, repairs, or maintenance of the water line or any other substantial activity by grantee on Grantor's property, a notification of the same shall be submitted in writing to Grantor by Grantee; PROVIDED, that in the event of an emergency requiring immediate action by Grantee for the protection of its facilities or other persons or property, Grantee may take such action without such notice to Grantor as is reasonable under the circumstances.

2. Work Standards. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner. Upon completion of construction of the water line on Grantor's property, and upon completion of any subsequent work performed by Grantee on Grantor's property, Grantee shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work.

3. Access by Grantor During Construction. Grantee shall make reasonable provisions for continued access to Grantor's property by Grantor across the easement area during periods in which Grantee is conducting construction or other activities.

4. Use of the Easement Area by Grantor. Grantor shall not use the easement area for any purpose inconsistent with the rights granted to Grantee in this easement, nor erect a building thereon, nor plant vegetation which is likely, in Grantee's opinion, to interfere with Grantee's use



200005180036

Kathy Hill, Skagit County Auditor

of the easement; provided, that if the Grantee has existing buildings on the easement area which do not conflict with the essential use of the easement by the Grantee, these buildings may remain until removed, but may not be enlarged or replaced.

5. Injunctive Relief. In the event either party breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within thirty (30) days after receipt of written notice thereof, or, if not reasonably capable of being cured within such thirty (30) days, within such other period of time as may be reasonable in the circumstance, the other party may seek specific performance or injunctive relief, in addition to such other relief allowed by law.

6. Title. The Grantor guarantees that Grantor is the owner in fee simple of the above-described property.

7. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective heirs, assigns, successors and devisees.

EXECUTED as of the date herein above set forth.

Grantee:

**TOWN OF CONCRETE, a Washington
Municipal Corporation**

By David H. Williams
Mayor

Grantor:

Wendell B. McDaniel
Wendell McDaniel

Tecla B. McDaniel
Tecla McDaniel

Attest:

Mickey Zitkovich
Town Clerk - Acting



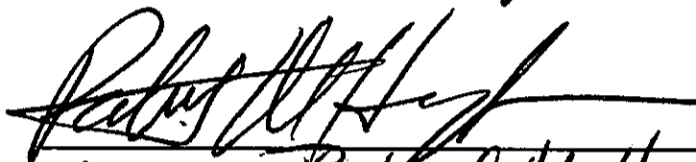
200005180036

Kathy Hill, Skagit County Auditor

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me David H. Williams and Mickey Zitkovich, to me known to be the Mayor and Town Clerk of the Town of Concrete, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of April, 2000.

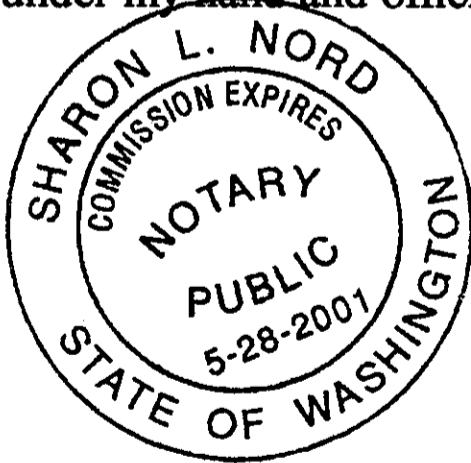


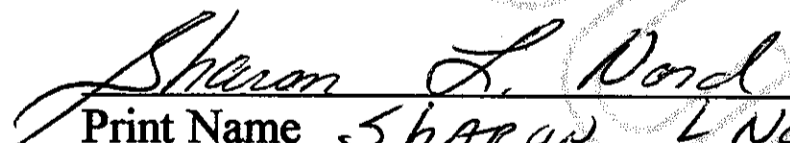
Print Name Patricia M. Hayden
Notary Public in and for the State of Washington,
residing at Sedro-Woolley
My Commission Expires: 10-1-00

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me Wendell McDaniel and Tecla McDaniel, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of May, 2000.




Print Name Sharon L Nord
Notary Public in and for the State of Washington,
residing at Concrete
My Commission Expires: 5-28-2001



200005180036

Kathy Hill, Skagit County Auditor

5/18/2000 Page 4 of 6 10:54:50AM

EXHIBIT "A-1"

Legal Description

An Easement for Public Waterline

**Lot 20 and Lot 21 of Hamstrom's Addition of Grassmere
Skagit County, Washington**

An easement, fifteen (15) feet wide, for the installation, maintenance and operation of a public waterline and appurtenances, within that portion of Lot 20 and Lot 21, Block 3, Hamstrom's Addition of Grassmere, Skagit County, State of Washington, on file and of record in the office of the County Auditor of said County, more particularly described as follows:

Said easement lying five (5) feet Northerly and ten (10) feet Southerly of and parallel with, the waterline as constructed, over, across and under said Lot 20 and Lot 21.



200005180036

Kathy Hill, Skagit County Auditor

5/18/2000 Page 5 of 6 10:54:50AM

EXHIBIT "A-2"

Legal Description

**An Easement for Public Waterline and Fire Hydrant
Lot 4 and Lot 5 of Hamstrom's Addition of Grassmere
Skagit County, Washington**

An easement, for the installation, maintenance and operation of a public waterline, fire hydrant and appurtenances, within that portion of Lot 4 and Lot 5 of Hamstrom's Addition of Grassmere, Skagit County, State of Washington, on file and or record in the office of the County Auditor of said County, more particularly described as follows:

Said easement lying five (5) feet Northerly and ten (10) feet Southerly of, and parallel with, the waterline, as constructed, over, across and under said Lot 4 and Lot 5, and a five (5) feet radius measured from the fire hydrant as constructed, over, across and under said Lot 4 and Lot 5.



200005180036
Kathy Hill, Skagit County Auditor
5/18/2000 Page 6 of 6 10:54:50AM