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Skagit County Auditor
3/19/2001 Page 1 of 3 2:19:13PM

Document Title:

Utility Easement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Loesch Martin
2. Lewis Cynthia

Grantee(s):

☐ additional grantee names on page ____.

1. Swinomish Indian Tribal Comm.
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____.

14/34/2 Q+SE 1/4

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

*

P 20340

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR 19 2001

Amount Paid \$
Skagit County Treasurer
By: Deputy

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Amount Paid \$
Skagit County Treasurer
By: Deputy

Utility Easement

Martin Loesch and Cynthia Lewis, herein after referred to as "Owner," are the owners of the property legally described as:

Tract 4 of five acre Parcel Map No. 506-80, approved May 21, 1980, and recorded May 23, 1980, under Auditor's File No. 8005230015 in Book 4 of Short Plats, Page 96, records of Skagit County, Washington, being a portion of the Southeast ¼ of Section 14, Township 34 North, Range 2 East, W.M.

The address of the property is: 15246 Wilbur Road, La Conner, WA 98257

For one dollar (\$1.00) and other good and valuable consideration received, Owner hereby grants an easement to the Swinomish Indian Tribal Community (SITC) across the above-described parcel, as follows:

- Owner grants SITC the right to enter upon the above described property, subject to restrictions contained herein, for the purpose of constructing one groundwater well located as shown in the attached map and occupying an area of no more than 20 square feet on the surface and extending no more than 250 feet below the surface (see attached diagram).
- Owner also grants SITC the right to enter upon the above described property, subject to restrictions contained herein, to use the existing groundwater well located as shown in the attached map.
- Owner agrees to allow SITC, or its representatives, access on and over said easement to the above described equipment and facilities to repair, maintain, alter, or replace equipment and facilities and to collect data.
- The easement is granted subject to the following terms and conditions:
 1. SITC and Owner agree that installing, repairing, altering, replacing, or monitoring the wells by SITC shall be accomplished so as to minimize damage to Owner's landscaping or other private improvements.
 2. SITC shall provide seventy-two (72) hours written notice to Owner prior to beginning installation or future repair, alteration, or replacement. This provision shall not apply in the event of a bona fide emergency. SITC shall provide twenty-four (24) hours notice by telephone to Owner prior to regular monitoring activities.
 3. After installation, future repair, alteration, or replacement of the wells, SITC will restore, reseed, repair landscaping, and repair or replace damage to improvements of any kind to a condition as similar to the original condition as is reasonably feasible within 30 days of completion of work on Owner's property, unless weather or other conditions beyond SITC's control requires additional



200103190146

, Skagit County Auditor

time, or unless otherwise agreed. SITC shall be liable to Owner for damages for losses that cannot be satisfactorily replaced.

4. SITC shall be liable to Owner for any damages proximately caused by the negligent acts or omissions of SITC or its agents during installation, repair, alteration, replacement, and monitoring.
5. SITC agrees to record this document with the Skagit County Auditor.
6. SITC and Owner agree that Owner shall undertake no use and/or alteration or modification of the installed well and prior existing well, including covering or obstructing access to the well caps, without prior written approval of SITC. Any, use, alteration, modification, and/or damage by Owner or their agents shall be repaired by SITC at Owner's expense.
7. Owner and SITC agree that Owner has incurred no displacement costs or relocation costs by virtue of this agreement.
8. Ownership of any well installed by SITC on the above-described parcel shall remain with SITC during the effective period of this easement.
9. This easement shall be non-revocable for a period of two years from the date of signing and shall be perpetually renewing thereafter until such time as Owner provides SITC written notice of revocation of this easement. Such revocation shall become effective 60 days after notice is received by the SITC Planning Office.
10. At the time of revocation, the landowner has the option to take control of the well. Transfer of ownership will become effective 60 days after notice is received by the SITC Planning Department. At such time that the transfer becomes effective, the owner assumes full liability for the proper permitting, operation, and maintenance of the well. Otherwise the Tribe will abandon the well and restore the property pursuant to sections 1,2, and 3 above within 60 days of revocation notice.

This Utility Easement and agreement shall run with the land and will be binding upon heirs, successors, and assigns of Owner and SITC.

Dated this 22nd day of June, 2000.

Owner

Cynthia Lewis
Martin C. Loesch

Swinomish Indian Tribal Community
Office of Planning and Community Development

Charles P. Hansen
Planning Director



200103190146
Skagit County Auditor