



200108240072  
Skagit County Auditor

8/24/2001 Page 1 of 11 11:19:50AM

**RETURN ADDRESS:**

P. Hayden  
City of Sedro-Woolley  
720 Murdock Street  
Sedro-Woolley, WA 98284

**EASEMENT FOR WATER MAIN AND RELATED ACCESSORIES**

**GRANTOR:** Frances M. Adams, as her separate estate; Grady H. Mathis and Teresa (Terry) L. Mathis, husband and wife, and Marion L. Adams and Leona W. Adams, husband and wife; Jason Mathis and Kelli Chase Mathis, husband and wife;

**GRANTEE:** Town of Hamilton, a Washington Municipal Corporation

**SHORT LEGAL:** Ptn. Sec. 11, Twp. 35 N., Rng. 6 E., W.M., including Ptn Lot 2, Short Plat No. 93-24; Situated in Skagit County, Washington

**ASSESSOR'S PROPERTY TAX PARCEL:** R41049; R41051; R 41080

For and in consideration of the mutual promises set forth herein, Frances M. Adams, as her separate estate; Grady H. Mathis and Teresa (Terry) L. Mathis, husband and wife, and Marion L. Adams and Leona W. Adams, husband and wife; Jason Mathis and Kelli Chase Mathis, husband and wife; (all in both their joint and several capacities, as well as on behalf of their marital communities, as their interests appear) ("Grantor" herein), hereby conveys and quit claim to Town of Hamilton, a Washington Municipal Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement, including any after-acquired interest therein, over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

An Easement Area 20 (twenty) feet in width having 10 (ten) feet of such width on each side of a centerline described on the attached Exhibit A, incorporated herein by reference as though set forth in full (shown for illustrative purposes on the attached Exhibit B) as the same is located on property of Grantors; All situate in the County of Skagit, State of Washington.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described above.

ORIGINAL

Said Easement Area shall not encroach on that property (one acre, excluding easement) owned by Marion L. Adams and Leona W. Adams, husband and wife, legally described in that deed dated June 4, 1979, and recorded June 11, 1979, in Skagit County Auditor's File No. 7906110006, nor on Lot 1, Skagit County Short Plat 93-024.

In addition, Grantee shall have an easement to construct facilities to return water to a small stream located near the SE corner of property owned by Jason Mathis and Kelli Chase Mathis, North of the private road described in that deed dated June 4, 1979, and recorded June 11, 1979, in Skagit County Auditor's File No. 7906110006, said location to be selected by Grantee's engineer.

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of water. Such systems may include, but are not limited to:

Water mains, pipes, junctions, meters, valves, fire hydrants; conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the adjoining property of Grantors to enable Grantee to exercise its rights hereunder. Grantor shall allow Grantee access over the Easement Area such that Grantee can exercise its rights hereunder and access its systems at all times. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area. Grantee shall not spray pesticides or herbicides without written consent of Grantors.

**3. Trees Outside Easement Area.** Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the



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actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

**4. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**5. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**7. Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement to any public utility or municipal service providers, but such assignment shall not expand the scope of the easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

**8. Consideration.** In consideration for the foregoing grant of easement, the Grantee shall provide the following to Grantor:

a. Upon completion of the water system improvements, Grady H. Mathis and Teresa (Terry) L. Mathis shall have 3 (three) single family residential water connections from meters to be located at a point on the roadway between the Mathis and Adams residences as determined by the Grantee. Their use shall be limited to property owned by Mathis or their successors in interest. No initial connection fee or facility improvement charge shall be assessed for these connections, but the right to withdraw water from these three connections shall be subject to the fees, regulations and ordinances of the Town of Hamilton, on the same basis as applicable to other similarly situated users. No fee shall be charged for these connections until water is first drawn from them. Said water connections shall be utilized in a manner consistent with the Skagit County subdivision and development codes.

b. Upon completion of the water system improvements, Marion L. Adams and Leona W. Adams shall have 3 (three) single-family residential water connections from meters to be located at a point on the roadway between the Mathis and Adams residences as determined by the Grantee. Their use shall be limited to property owned by Adams or their successors in interest. No initial connection fee or facility improvement charge shall be assessed for these connections, but the right to withdraw water from these two connections shall be subject to the fees,



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regulations and ordinances of the Town of Hamilton, on the same basis as applicable to other similarly situated users. No fee shall be charged for these connections until water is first drawn from them. Said water connections shall be utilized in a manner consistent with the Skagit County subdivision and development codes.

c. Upon completion of the water system improvements, Jason Mathis and Kelli Chase Mathis shall have 1 (one) single-family residential water connections from a meter to be located at a point on the roadway in front of their residence as determined by the Grantee. Their use shall be limited to property owned by Mathis or their successors in interest. No initial connection fee or facility improvement charge shall be assessed for this connection, but the right to withdraw water from the connection shall be subject to the fees, regulations and ordinances of the Town of Hamilton, on the same basis as applicable to other similarly situated users. No fee shall be charged for this connection until water is first drawn from them. Said water connection shall be utilized in a manner consistent with the Skagit County subdivision and development codes.

d. Grantee shall have the dividing line between Lots 1 and 2, SP #93-024 staked by a licensed surveyor within 120 days of the recording of this easement.

e. Upon completion of the water system improvements Grantee shall prepare, gravel, and grade the existing roadway described in that deed dated June 4, 1979, and recorded June 11, 1979, in Skagit County Auditor's File No. 7906110006, from Hamilton Cemetery Road to the SW corner of the real property described in said deed.

f. Upon completion of the water system improvements Grantee shall install a fire hydrant at a location on the private road described in that deed dated June 4, 1979, and recorded June 11, 1979, in Skagit County Auditor's File No. 7906110006, said location to be selected by Grantee's engineer.

g. Upon completion of the water system improvements Grantee shall locate an electrical junction box on the private road described in that deed dated June 4, 1979, and recorded June 11, 1979, in Skagit County Auditor's File No. 7906110006, said location to be selected by Grantee's engineer. Grantors may use said junction box for an electrical source in a manner consistent with the rules and regulations of the electrical provider, so long as such use does not interfere with the ability of Grantee to also use said electrical utility services.

The parties agree that the consideration provided to Grantors has a value equal to or in excess of the value of the easement. Grantors hereby waive their rights to an appraisal and offer of fair market value, and stipulate that this offer is fair compensation for the conveyance of the easement. Grantee shall pay the costs of recording fees, title insurance and excise tax, if any, for this conveyance. Grantors shall sign any additional documents to perfect Grantee's title to the easement, at no additional cost to Grantors.



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UNOFFICIAL DOCUMENT

1997/98  
1997/98

1997/98  
1997/98

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1997/98





806 Metcalf St., Sedro-Wooley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

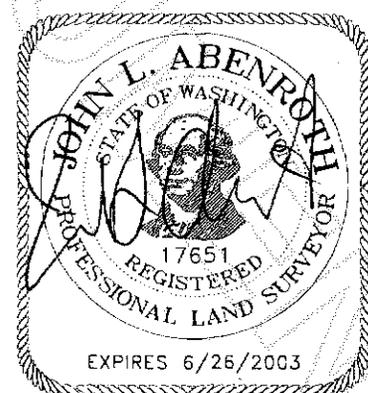
**LEGAL DESCRIPTION FOR TOWN OF HAMILTON  
OF CENTERLINE OF WATER LINE ROUTE**

July 30, 2001

An easement for installation, operation and maintenance of a water line, over, under, and through a portion of the southwest quarter of the northwest quarter of Section 12, Township 35 North, Range 6 East, W.M., and a portion of the east half of Section 11, Township 35 North, Range 6 East, W.M., the centerline of which is described as follows:

Commencing at the southwest corner of the east half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 12; thence N 2°08'21"E along the west line of said east half of the northwest quarter of the southwest quarter of the northwest quarter of Section 12, a distance of 110.00 feet and the initial point of this centerline description; thence S 83°28'39"W, a distance of 81.82 feet; thence S 72°13'39"W, a distance of 118.46 feet; thence S 60°58'39"W, a distance of 45.05 feet; thence S 15°58'39"W, a distance of 234.43 feet; thence N 74°01'21"W, a distance of 44.69 feet to a point on the west line of said Section 12 which bears N 2°10'02"E a distance of 471.36 feet from the west quarter corner of said Section 12; thence continuing N 74°01'21"W, a distance of 365.26 feet; thence S 60°58'39"W, a distance of 137.66 feet; thence S 27°13'39"W, a distance of 454.94 feet; thence S 4°43'39"W, a distance of 604.68 feet; thence S 15°58'39"W, a distance of 174.02 feet; thence S 27°13'39"W, a distance of 107.92 feet; thence S 60°58'39"W, a distance of 81.17 feet; thence S 38°28'39"W, a distance of 128.51 feet; thence S 60°58'39"W, a distance of 41.80 feet; thence S 72°13'39"W, a distance of 44.28 feet; thence S 83°28'39"W, a distance of 67.38 feet; thence S 72°13'39"W, a distance of 141.35 feet; thence S 46°44'37"W, a distance of 26.45 feet; thence S 12°44'37"W, a distance of 97.83 feet; thence S 1°29'37"W, a distance of 84.78 feet; thence S 23°59'37"W, a distance of 37.74 feet; thence S 46°29'37"W, a distance of 33.99 feet; thence S 68°59'37"W, a distance of 32.10 feet to a point on the centerline of the south 30 feet of the northwest quarter of the southeast quarter of said Section 11; thence S 88°30'24"W along the centerline of said south 30 feet, a distance of 315.90 feet to the right of way of Hamilton Cemetery Road and the terminal point of this centerline description.

Situated in Skagit County, Washington.



*John L. Abenroth*



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Exhibit A

A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, AND THE EAST HALF OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

SCALE: 1" = 400'

FOUND CONCRETE DNR MONUMENT ON JUNE 6, 2001

LEGAL DESCRIPTION PER APPROPRIATION  
 WAS JACN137  
 WAS JACN136

FOUND 1/4" IRON PIPE WITH R&L PLUG ON FEB 12, 1978

FOUND REBAR AND ALUMINUM CAP ON JUNE 28, 2001

LOT 3  
 LOT 2  
 Short Plot #93-024

LOT 1  
 Short Plot #93-024

LINE	BEARING	DISTANCE
L1	N02°08'21"E	110.00'
L2	S83°28'39"W	81.82'
L3	S72°13'39"W	118.46'
L4	S60°58'39"W	43.00'
L5	S15°58'39"W	234.43'
L6	N74°01'21"W	44.68'
L7	N74°01'21"W	365.28'
L8	S60°58'39"W	137.66'
L9	S27°13'39"W	454.94'
L10	S04°43'39"W	604.68'
L11	S15°58'39"W	174.02'
L12	S27°13'39"W	107.92'
L13	S60°58'39"W	81.13'
L14	S36°28'39"W	128.51'
L15	S60°58'39"W	41.80'
L16	S72°13'39"W	44.28'
L17	S83°28'39"W	67.38'
L18	S72°13'39"W	141.35'
L19	S46°29'37"W	26.45'
L20	S12°44'38"W	87.83'
L21	S01°29'37"W	84.78'
L22	S23°59'38"W	37.74'
L23	S46°29'37"W	33.99'
L24	S68°59'37"W	32.10'
L25	N88°30'24"W	315.80'

COUNTY ROAD RIGHT OF WAY  
 HAMILTON CEMETERY ROAD  
 SHILOH LANE  
 COUNTY ROAD RIGHT OF WAY  
 SMALL STREAM

20' EASEMENT AS SHOWN ON SHORT PLAT #93-024

50' EASEMENT AS SHOWN ON SHORT PLAT #93-024

30' EASEMENT AS SHOWN ON SHORT PLAT #93-024

FOUND 1/4" IRON PIN ON FEB 12, 1978

EXHIBIT MAP FOR  
 TOWN OF HAMILTON  
 OF CENTERLINE OF  
 WATER LINE ROUTE

Exhibit B

