



200109250111

, Skagit County Auditor

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Document Title:

Easement

Reference Number :

Grantor(s):

additional grantor names on page ___

1. Swinomish Tribal Community

2.

Grantee(s):

additional grantee names on page___

1. Anacortes, City of

2.

Abbreviated legal description:

full legal on page(s) ___

2-34-2

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

340202-0-002-0004

UNOFFICIAL DOCUMENT

1992

1992

1992

1992

1992

When Recorded Return to:

City of Anacortes
P.O. Box 547
Anacortes, WA 98221

5

**PIPELINE UTILITY EASEMENT,
TEMPORARY CONSTRUCTION EASEMENT,
AND TEMPORARY LAYDOWN AREA EASEMENT
FOR UNDERGROUND WATER PIPELINE**

Grantor: **SWINOMISH TRIBAL COMMUNITY**

Grantee: **CITY OF ANACORTES**

**ACCOMMODATION RECORDING
ISLAND TITLE COMPANY
QA-3734**

Abbreviated Legal Description: **A portion of Government Lot 3 in Section 11 and of Government Lot 5 in Section 2, all in Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington.**

Assessor's Property Tax Parcel Account Number: ptn 340211-0-001-0004

ptn 340202-0-002-0004 §

THIS EASEMENT AGREEMENT is made by and between the **SWINOMISH TRIBAL COMMUNITY** (Grantor) and the **CITY OF ANACORTES**, a municipal corporation (Grantee), for the construction, operation, maintenance, repair and replacement of an underground water pipeline with necessary appurtenances, over, under and across that certain real property described on Exhibits A and B (the Property), subject to the terms and provisions set forth below. The effective date of this Easement shall be the date this Easement has been signed by the Grantor.

1. **Consideration.** The Grantor, for and in consideration of \$17,300 and other valuable consideration, does by these presents, conveys and warrant unto the Grantee a Pipeline Easement, a Temporary Construction Easement, and temporary laydown area easement for the construction, operation, maintenance, repair and replacement of an underground water supply pipeline.
2. **Use of Pipeline Easement.** The Pipeline Easement, described on Exhibit A and shown on Exhibit B, shall be for construction, operation, maintenance, repair and replacement of an underground water pipeline with necessary appurtenances by Grantee, at Grantee's sole cost and expense, together with the right of ingress and egress to, from and across said described Property for the foregoing purposes. Grantor shall not construct any structure, concrete paving or plat trees within the Pipeline Easement without the express written consent of Grantee, which consent shall not be unreasonably withheld. After completion of the construction of said water pipeline and all necessary appurtenances, Grantor shall have the right to continue to use the Pipeline Easement area for a roadway



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or any purpose that does not otherwise conflict with the terms and conditions herein *provided however that Grantor will not add more than seven feet of fill over the top of the pipeline without first consulting with the city and making its best efforts to accommodate the city's needs for ready access to the pipeline.*

3. **Term of Pipeline Easement.** The term of the Pipeline Easement is *ninety-nine (99)* years from the date below. The Temporary Pipeline Easement and any pipelines located thereon will be considered abandoned after the non-use of the easement for a continuous, uninterrupted period of one year.
4. **Option to Renew Pipeline Easement.** The Pipeline Easement may be renewed for an additional period of *ninety-nine (99)* years, at the option of Grantee, according to the same terms as indicated herein.
5. **Use of Temporary Construction and Laydown Area Easements.** The Temporary Construction and Laydown Area Easements, described on Exhibit A and shown on Exhibit B, shall be used for the construction and testing of an underground water pipeline with necessary connections and appurtenances by Grantee, at Grantee's sole cost and expense, together with the right of ingress and egress to, from and across said described Property for the foregoing purposes. The Grantor shall retain the right to use and enjoy the Temporary Construction and Laydown Area Easements, including the right to use the surface of said easement if such use does not interfere with the construction of the water pipeline.
6. **Restoration.** Upon completion of construction of the Underground Water Pipeline and all necessary connections and appurtenances and/or any future repair of said improvements, Grantee shall restore the areas disturbed within Pipeline, Temporary Construction, and Laydown Area Easements and any roads or driveways used to access said easements to a condition as nearly as possible to that which existed immediately prior to the Grantee entering the Property or to a lesser degree with the mutual consent of the Grantor and the Grantee.
7. **Indemnification.** To the extent permitted by law, the Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission of the Grantee, its agents or invitees, relating to the construction, operation, maintenance, repair or replacement of the underground water pipeline and all necessary connections and appurtenances within the easement area, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
8. **Relocation of Pipeline Easement.** Should the Grantor wish to have the Grantee's pipeline relocated within the Grantor's reservation, Grantee will relocate the pipeline provided the Grantor provides the Grantee with an alternate, feasible right-of-way that gives the Grantee the same rights it enjoys under this easement at no additional cost to Grantee, *coordinates the design details with the city, and ensures no interruption of water*



transmission service during relocation and provided further that the Grantor pays all costs, including but not limited to all costs of labor and materials, associated with such relocation.

9. **Covenants Shall Run With The Land.** The Pipeline Easement and Temporary Construction Easement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.
10. **Expiration of Temporary Construction Easement.** The Temporary Construction and Laydown Area Easements shall remain in force during construction and shall expire upon acceptance of the completed construction project by the Grantee, but not later than December 31, 2002.
11. **No effect on Tribal Jurisdiction.** The grant of this easement shall in no manner diminish any aspect of the Grantor's jurisdiction, whether civil, criminal, regulatory, adjudicatory, or otherwise, over the real property on which the easement is located, or anyone or anything thereon or therein, including but not limited to any person, property, or activity. This provision is an essential and indivisible part of the grant of this easement, any severability clause in this agreement to the contrary notwithstanding; should this provision, at the request of Grantee or any agent, officer, official, or employee of Grantee, be struck down, ruled unenforceable or ineffective, or in any manner limited, the easement granted by this agreement shall immediately cease.

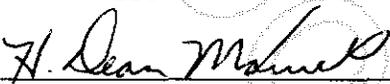
IN WITNESS WHEREOF, the parties have executed this Easement agreement on the date indicated below.

43017
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

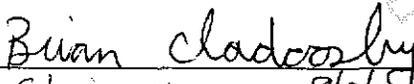
SEP 25 2001

Amount Paid \$ 281.46
By: 
Skagit County Treasurer
Deputy

CITY OF ANACORTES

By: 
Title: Mayor 9/24/01
Grantor Date

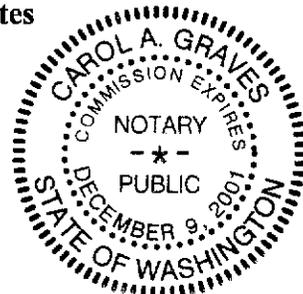
SWINOMISH TRIBAL COMMUNITY

By: 
Title: Chairman 8/2/01
Grantor Date



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**Pipeline Utility Easement
Between Swinomish Tribal Community And City Of Anacortes**



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that H. Dean Maxwell, is/are the individual(s) who appeared before me, and said individual(s) acknowledged that they/he/she signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Date: 9/24/01

Carol A Graves
NOTARY PUBLIC in and for the State of Washington

Carol A Graves
Print or Type Name

Residing at: Anacortes

My commission expires: 12/9/01

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Cladoosby, is/are the individual(s) who appeared before me, and said individual(s) acknowledged that they/he/she signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

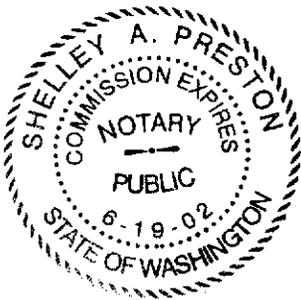
Date: 8/2/2001

Shelley A. Preston
NOTARY PUBLIC in and for the State of Washington

Shelley A. Preston
Print or Type Name

Residing at: Burlington

My commission expires: June 19, 2002.



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Skagit County Auditor

August 27, 1999
Rev. September 15, 1999

**LEGAL DESCRIPTION FOR
AREA WEST OF CHANNEL**

PIPELINE EASEMENT

That portion of Government Lot 3 in Section 11 and of Government Lot 5 in Section 2, all in Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington, according to the Dependent Resurvey of said Township and Range by the United States Department of the Interior, Bureau of Land Management dated October 31, 1986 lying between lines 41.86 feet south of and 91.86 feet south of and parallel with the south right-of-way line of SR 20 as per right-of-way plans entitled March Point Road to Fredonia Station 427+00 to Station 457+00, dated April 3, 1969.

Also that portion of said Government Lot 5 lying westerly of a line described as follows: Beginning at a point on a radial line 141.86 feet south of the centerline of said SR20 at P.T. Station 483+65.06;

Thence N75°50'15"W along the extension of a line parallel with and 141.86 feet south of the ahead tangent of said SR20 centerline, a distance of 37.25 feet to the True Point of Beginning of the line herein described;

Thence N14°10'14"E to the southerly right-of-way line of SR20 and the terminus of the line herein described.

TEMPORARY CONSTRUCTION EASEMENTS

That portion of Government Lot 3 in Section 11 and of Government Lot 5 in Section 2, all in Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington, according to the Dependent Resurvey of said Township and Range by the United States Department of the Interior, Bureau of Land Management dated October 31, 1986 lying south of the south right-of-way line of SR20 as per right-of-way plans entitled March Point Road to Fredonia Station 427+00 to Station 457+00, dated April 3, 1969 and lying north of a line 41.86 feet south of said south right-of-way line of said SR20.

Also, that portion of said Government Lot 3 in said Section 11 lying between lines 91.86 feet south and 131.23 feet south of and parallel with said south right-of-way line of SR20, and lying between SR20 Stations 435+68.17 and 437+32.21.

LEGAL DESCRIPTION FOR LAYDOWN AREA Depicted on Exhibit B and generally described as:

That portion of Government Lot 4 in Section 2, Township 34 North, Range 2 East, Willamette Meridian, in Skagit County Washington, according to the Dependent Resurvey of said Township and Range by the United States Department of the Interior Bureau of Land Management dated October 31, 1986 lying south of SR20 as per right-of-way plans March Point Road to Fredonia Station 427+00 to Station 457+00, dated April 3, 1969 and lying north and east of a line that begins at a point 182.0 feet south of and radial from centerline P.T. Station 433+63.06 of said SR20:

Thence N75°50'15"W, 342 on a extension of said ahead tangent from said P.T. Station, a distance of 356 feet, more or less, to the east line of said Government Lot 4 and the True Point of Beginning of the line herein described;

Thence continuing N75°50'15"W, 342 feet, more or less to a point 898 feet from said P.T. Station;

Thence N14°09'45"E, 110 feet, more or less, to the southerly right-of-way line of said SR20 and the terminus of the line herein described;

EXCEPT that portion of the above described tract lying north of the south line of the strip of wetland that lies south of and generally parallels the south right-of-way line of said SR20.



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