



200202050096
Skagit County Auditor
2/5/2002 Page 1 of 8 3:17PM

When recorded return to:

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

ISLAND TITLE COMPANY
ACCOMMODATION RECORDING
QA-3781✓

**PIPELINE UTILITY EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT
FOR UNDERGROUND WATER PIPELINE**

Grantor: **SWINOMISH TRIBAL COMMUNITY**

Grantee: **CITY OF ANACORTES**

Abbreviated legal Description: **A portion of Section 2, all in Township 34, Range 2 East, Willamette Meridian, in Skagit County, Washington**

Assessor's Property Tax Parcel Account Number: P19668

THIS EASEMENT AGREEMENT is made by and between **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 \$0 and other valuable consideration, does by these presents, conveys and warrant unto the Grantee a Pipeline Easement and a Temporary Construction 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. Said water pipeline shall provide a connection from the existing Grantor water service to the new 36-inch waterline located on the south side of Casino Drive, thus reducing the likelihood of water service disruption due to maintenance of either water pipeline. Grantor shall not construct any structure, concrete paving or plant 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 or any purpose that does not otherwise conflict with the terms and conditions herein.
3. **Term of Pipeline Easement.** The term of the Pipeline Easement is ninety-nine (99) years from the date below. The Temporary Pipeline Construction Easement and any pipelines located therein 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 Easement.** A Temporary construction Easement is hereby granted for such an area as shall be reasonably necessary to construct and test the underground water pipeline with necessary connections and appurtenances to be placed in the area described in Exhibit A and shown on Exhibit B. The Grantor shall retain the right to use and enjoy the Temporary Construction Easement, 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 and Temporary Construction 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 Easement 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, 2001.
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 the 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 on the date indicated below.

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 05 2002

Amount Paid \$ *0*
Skagit Co. Treasurer
By *[Signature]* Deputy

SWINOMISH TRIBAL COMMUNITY

By: *Brian Chackosky*
Title: Chairman
Grantor

12/19/01
Date

CITY OF ANACORTES



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Skagit County Auditor

EXHIBIT A

LEGAL DESCRIPTION FOR WATER LINE EASEMENT:

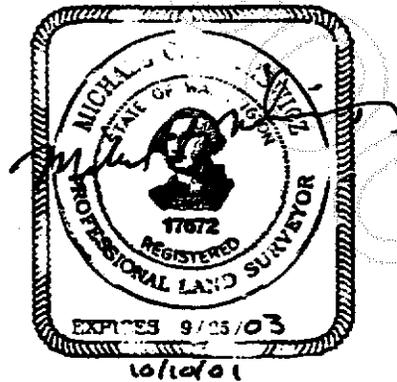
THAT PORTION OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., BEING A 20 FOOT WIDE WATER LINE EASEMENT, 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION:
THENCE SOUTH 88°44'47" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2040.61 FEET;
THENCE NORTH 01°15'13" EAST, 539.12 FEET TO A WATER VALVE LYING WITHIN THE RIGHT-OF-WAY OF SOUTH MARCH POINT ROAD (CASINO DRIVE);
THENCE NORTH 18°56'29" EAST, 61.25 FEET, MORE OR LESS, TO THE NORTHERN MARGIN OF SAID ROAD AND THE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;
THENCE CONTINUING LINE NORTH 18°56'29" EAST, PASSING THROUGH A SECOND WATER VALVE, A DISTANCE OF 323.79 FEET TO THE TERMINUS OF THE LINE HEREIN DESCRIBED;

THE SIDE LINES OF SAID EASEMENT TO LENGTHEN OR SHORTEN AS NECESSARY TO TERMINATE ON THE NORTH MARGIN OF SOUTH MARCH POINT ROAD (CASINO DRIVE) AND AT RIGHT ANGLES TO SAID POINT OF TERMINUS.

CONTAINING 6,476 SQUARE FEET, MORE OR LESS.

REID MIDDLETON
728 134TH STREET SW
SUITE 200
EVERETT, WA 98204

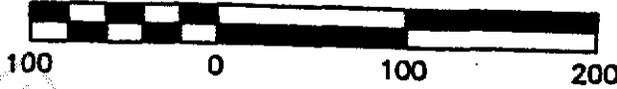


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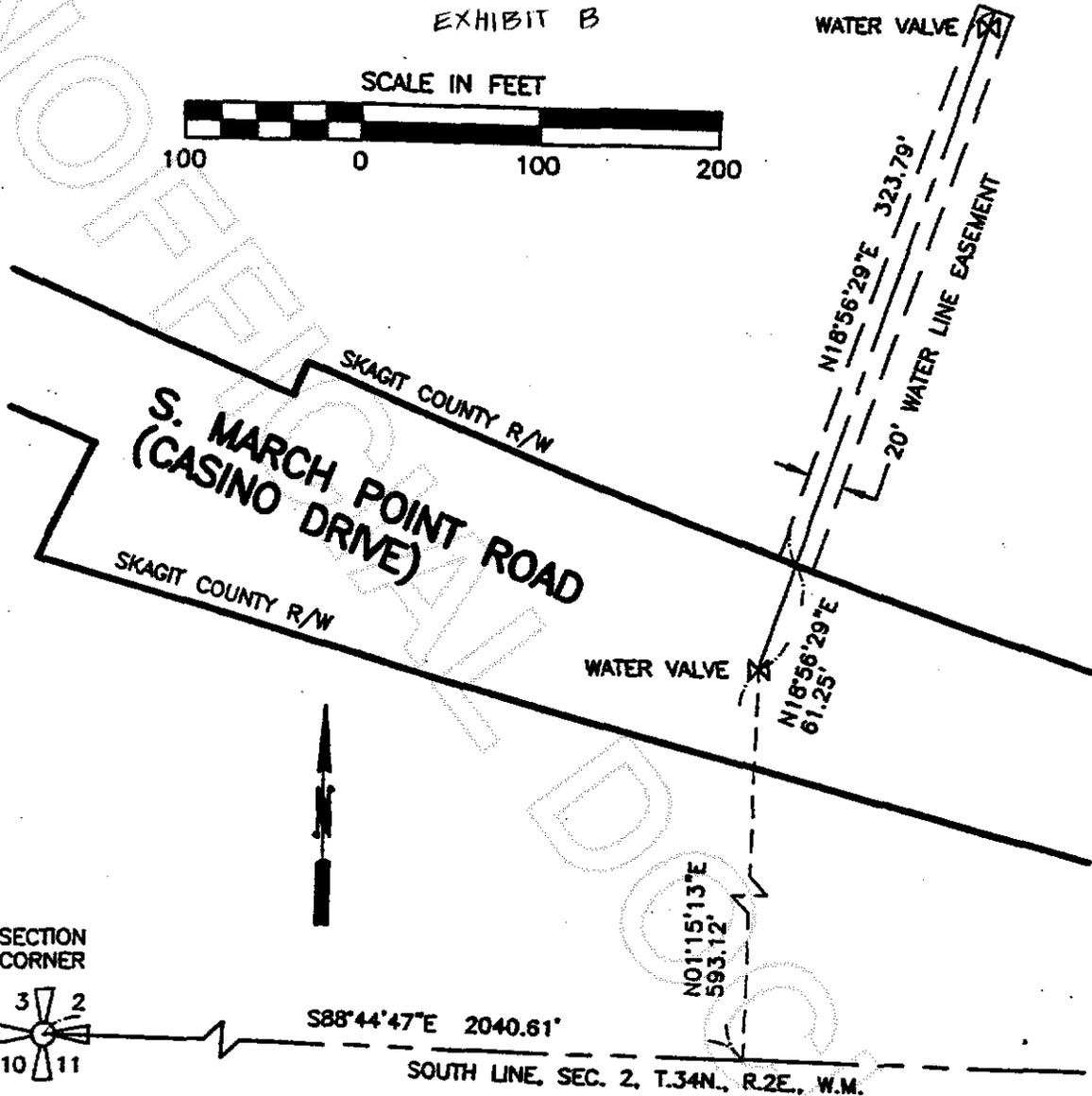
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EXHIBIT B

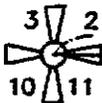
SCALE IN FEET



WATER VALVE



SECTION CORNER



S88°44'47"E 2040.61'

SOUTH LINE, SEC. 2, T.34N., R.2E., W.M.



CITY OF ANACORTES WATER LINE EASEMENT EXHIBIT

Reid Middleton

728 13th Street SE - Suite 200
Everett, Washington 98204
Ph: 425 741-3000

SCALE: 1" = 100' DATE: 10-01-01
JOB: 22-01-059 DR.: AWP CK.: MGM
S:\DRAWINGS\22\01\059\2201059.DWG



200202050096
Skagit County Auditor

By: H. Dean Maxwell
Title: grantee
Grantee

12/31/01
Date

Pipeline Utility Easement
Between Swinomish Tribal Community and City of Anacortes

STATE OF WASHINGTON)
COUNTY OF SKAGIT.....) ss.

I certify that I know or have satisfactory evidence that Brian Cladasky is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

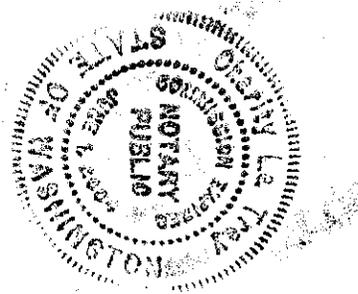
Date: Dec 19, 2001

Charly LaTray
Notary Public in and for the State of Washington

Charly LaTray
Print or Type Name

Residing at: Bow

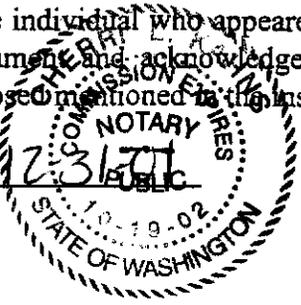
My commission expires: June 4, 2004



STATE OF WASHINGTON)
COUNTY OF SKAGIT.....) ss.

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

Date: 12/31/01



Cheri L. Kahns
Notary Public in and for the State of Washington

Cheri L. Kahns
Print or Type Name



Residing at: Mount Vernon

My commission expires: 10-19-02



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Skagit County Auditor

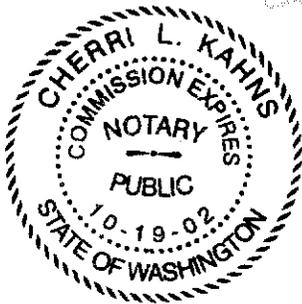
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ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF SKAGIT.....) ss.

On this 31st day of December, 2001, before me personally appeared H. Dean Maxwell, to me known to be the Mayor of Aracortes of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that ~~he/she/they~~ is are authorized to execute said instrument.

GIVEN under my hand and official seal this 31st day of December, 2001.



Cheri L. Kahns
Notary Public in and for the State of Washington
Residing at Mount Vernon

My commission expires: 10-19-02



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