



200205240157

Skagit County Auditor

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When recorded return to:

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

Island Title Company
Accommodation only

QA 3032✓

5-342 ; P19984

EASEMENT

THIS EASEMENT is made by and between Similk, Inc. (Grantor), and the City of Anacortes, a municipal corporation (Grantee), for the construction, maintenance and repair of a sewer pipeline and appurtenances, over, under and across that certain real property described on Exhibit A (the Property) and as generally depicted on Exhibit B, 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.** Grantor shall receive the sum of \$10 and other valuable consideration.
2. **Use of Permanent Easement.** The Permanent Easement described on Exhibit A, shall be for the construction, maintenance and repair of a sewer pipeline and all 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. Grantee shall have the right to construct additional facilities in and on the Permanent Easement should they become necessary at later dates. Grantor shall not construct any structure or rockery, or plant trees or other deep rooted vegetation within the Permanent Easement. After completion of the construction of said sewer pipeline and all necessary connections and appurtenances, Grantor shall have the right to continue to use the Permanent Easement for golf course purposes, including a paved parking lot, as long as said uses do not conflict with the terms and conditions herein.
3. **Restoration.** Upon completion of the construction of the sewer pipeline and all necessary connections and appurtenances and/or any future repair of the facilities, Grantee shall restore the Easement and any utilities, landscaping, roads, or driveways used to access said easement to as good as the condition in which they existed immediately prior to the Grantee entering the Property.
4. **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, maintenance or repair of the sewer 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.
5. **Covenants Shall Run With The Land.** This 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 covenants running with the land.

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

By: Thomas E. Cleland 5/16/02
Date
By: President Smith Inc
Date

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

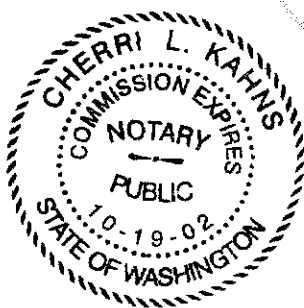
I certify that I know or have satisfactory evidence that Thomas E. Cleland
are the individuals who appeared before me, and said individuals acknowledged that they signed
this instrument and acknowledged it to be their free and voluntary act and deed for the uses and
purposed mentioned in the instrument

Date: 5-16-02

Cherri Kahns, Cherri 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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CITY OF ANACORTES

By: H. Dean Maxwell
H. Dean Maxwell, Mayor

Attest: George Khraian
George Khraian, City Clerk

Approved as to form: Ian S. Munce
Ian S. Munce, ~~Assistant~~ City Attorney

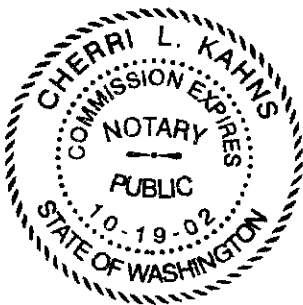
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that H. Dean Maxwell, Mayor of the City of Anacortes, is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 20th day of May, 2002



Cherril L. Kahns
(Signature of Notary)

Cherril L. Kahns
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Mount Vernon

My appointment expires 10-19-02

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 24 2002

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



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December 14, 2000

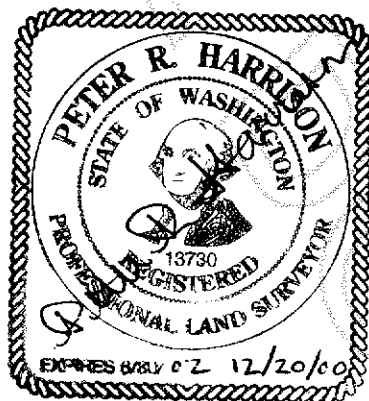
LEGAL DESCRIPTION FOR: Across Golf Course

MH 13 Southerly to Christianson Road

A 20-foot easement, being in a portion of Government Lot 1 of Section 5, Township 34 North, Range 2 East, W.M., being 10 feet on both sides of the following described centerline:

Commencing at the East one Quarter corner of said Section 5; **thence** North $1^{\circ} 54' 10''$ East, along the East line of said Section 5, a distance of 126.13 feet to a point 10 feet when measured at a right angle, Southwesterly of the Southwest right-of-way line of SR 20; **thence** Northwesterly along a non-tangent curve, concave to the Southwest whose radius point bears South $13^{\circ} 19' 52''$ West, a distance of 1790.00 feet through a central angle of $0^{\circ} 48' 55''$ an arc distance of 25.47 feet to the its intersection with the Westerly right of way margin of Christianson Road; **thence** continuing Westerly along said curve through a central angle of $1^{\circ} 00' 21''$, an arc distance of 31.42 feet; **thence** South $17^{\circ} 12' 56''$ East a distance of 11.41 feet to a point lying Southerly a distance of 20 feet, when measured at a right angle, Southerly of the Southerly right-of-way line of SR 20, said point being the **TRUE POINT OF BEGINNING**; **thence** continuing South $17^{\circ} 12' 56''$ East, a distance of 83.04 feet to said the Westerly right of way margin of Christianson Road and the terminus of said centerline description.

The sidelines of said easement shall be extended or trimmed so as to form a continuous line across the Grantor's ownership.



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EXHIBIT

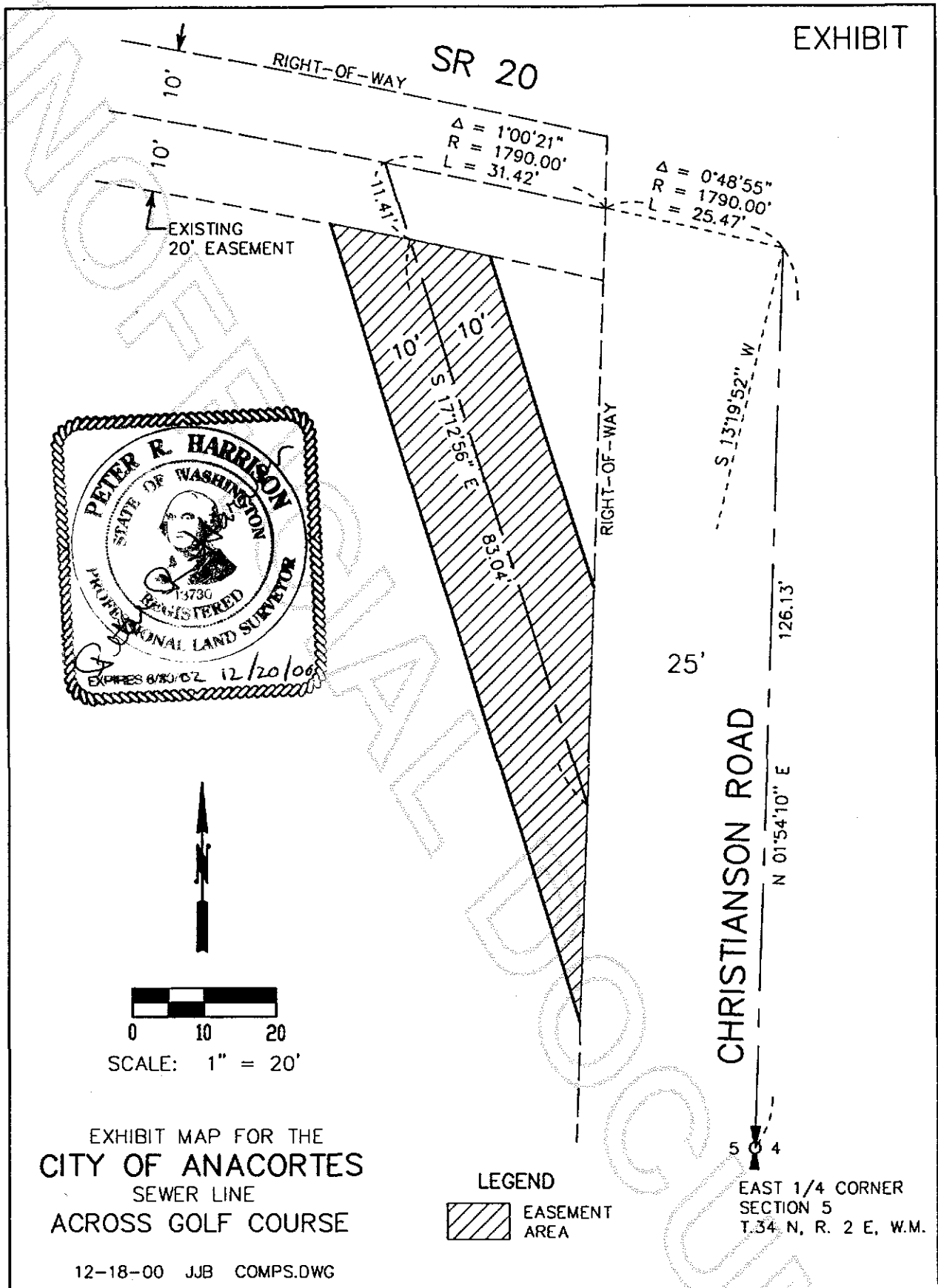


EXHIBIT MAP FOR THE
CITY OF ANACORTES
SEWER LINE
ACROSS GOLF COURSE

12-18-00 JJB COMPS.DWG



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