



200507140048

Skagit County Auditor

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RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

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

ACCOMMODATION RECORDING ONLY

M 8619

FIRST AMERICAN TITLE CO.

UTILITY EASEMENT

Grantor: Anacortes School District #103, a public corporation.

Grantee: City of Anacortes, a Washington municipal corporation

Legal Description: Beginning at a point where the center lines of M Avenue and 24th Street intersect,
Thence: Westerly long the centerline extended to the West Right-of-Way line for M Avenue and the true point of beginning.
Thence: Westerly along the South line of Parcel 31758, 65 feet,
Thence: N45-00-00E to the West Right-of-Way line of M Avenue,
Thence: Southerly along the West Right-of-Way line to the True Point of Beginning.

Assessor's Tax Parcel ID#: 350124-0-003-0007

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 14 2005

Amount Paid \$
By Skagit Co. Treasurer Deputy

mn

UTILITY EASEMENT

This Utility Easement (this "Agreement") is made as of this 21st day of June, 2005, between Anacortes School District #103("Grantor"), and the City of Anacortes, a Washington municipal corporation ("Grantee"), for the construction, maintenance and repair of utility lines and appurtenances, over, under and across portions of that certain real property described on Exhibit A (the "Property"), subject to the terms and provisions set forth below. The effective date of this Agreement shall be the date this Agreement is signed by the Grantor.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Grant of Easement.** Grantor hereby grants to Grantee a perpetual appurtenant easement (the "Easement") over, under and across that portion of the Property legally described on Exhibit B attached hereto (the "Easement Area"). The Easement shall be for the purpose of installing, maintaining, replacing, and operating utility lines within the Easement Area, together with all facilities, connectors, and appurtenances related thereto (collectively, the "Utilities"), and including the right of ingress and egress over the Property for said purposes. Grantee shall have the right to construct additional facilities within the Easement Area 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 Easement Area. After completion of the construction of the Utilities, Grantor shall have the right to continue to use the Easement Area as long as such use does not conflict with the terms and conditions herein or interfere with Grantee's use of the Easement.
- 2. Costs and Expenses.** Grantee shall pay all costs and expenses of installing, maintaining, replacing, and operating the Utilities.
- 3. Restoration.** Upon completion of the construction of the Utilities and/or any future installation, repair or replacement thereof, Grantee shall restore the Easement Area to as good as the condition in which it existed immediately prior to Grantee entering the Property, or to a lesser degree with the consent of Grantor.
- 4. Release and Indemnification.** To the extent permitted by law, 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 Grantee, its agents or invitees, relating to the construction, maintenance or repair of the Utilities within the Easement Area, except to the extent attributable to the acts or omissions of Grantor, its agents or invitees.



5. Binding Effect. The covenants and obligations contained in this Agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, transferees or successors in interest.

6. Attorneys' Fees. If any suit or other proceeding is instituted by either of the parties to this Agreement arising out of or pertaining to this Agreement, including but not limited to filing suit or requesting an arbitration or other alternative dispute resolution process, and appeals and collateral actions relative to such suit or proceeding, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially nonprevailing party, in addition to such other available relief.

EXECUTED AND EFFECTIVE as of the date first written above.

GRANTOR:

Anacortes School District #103, a public corporation.

By: [Signature]

Name: JERRY T. LYNCH

Its: Director of Personnel & Operations

STATE OF WASHINGTON

COUNTY OF Skagit

ss.



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I certify that I know or have satisfactory evidence that Jerry T. Lynch is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Dir. of Personnel & Ops of Anacortes School District, a public corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 21st day of June, 2005.

[Signature]
(Signature of Notary)

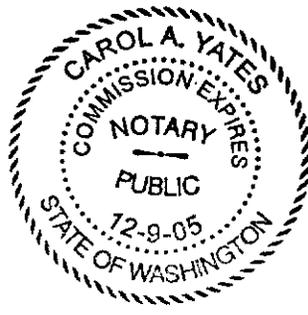
Kathy S. McDonald
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Anacortes

GRANTEE:

CITY OF ANACORTES, a Washington municipal corporation

By: H. Dean Markel
Name: H. Dean Markel
Its: MAYOR



STATE OF WASHINGTON

COUNTY OF Skagit

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Mayor, City of Anacortes of ~~Anacortes School District~~, a public corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 14th day of July, 2005.

Carol A Yates
(Signature of Notary)

Carol A Yates
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Anacortes

My appointment expires 12/9/05



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TAX 2, BEGINNING ON THE CENTER OF AVENUE "M" EXTENDED 888 FEET SOUTH
OF THE CENTERLINE OF 20TH STREET,
THENCE WEST 190 FEET,
THENCE SOUTH 296 FEET,
THENCE EAST 190 FEET,
THENCE NORTH 296 FEET TO THE POINT OF BEGINNING,
ANACORTES MIDDLE SCHOOL



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P41758

24TH STREET

PROPERTY LINE

91.9

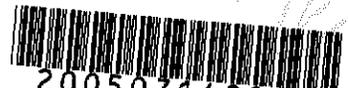
PROPOSED STORM
DRAIN EASEMENT

PROPERTY LINE

65

65

“M” AVENUE



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