

After Recording Return To:

City of Anacortes  
PO Box 547  
Anacortes WA 98221



200608030123

Skagit County Auditor

8/3/2006 Page

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8 3:55PM

**CHICAGO TITLE IQB2899  
ACCOMMODATION RECORDING**

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Abbr. Legal: Ptn. NW, Sec. 15, T35N, R3Ewm

P22013

# 3716  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 03 2006

PERMANENT AND TEMPORARY EASEMENTS  
FOR  
WATER PIPELINE CONSTRUCTION AND OPERATION

Amount Paid \$  
Skagit Co. Treasurer  
Deputy

THIS EASEMENT dated for reference purposes this 10 day of July, 2006 is made by and between GREGORY L. HALVORSON AND MARLYS E. HALVORSON husband and wife ("Grantor") and the CITY OF ANACORTES, a municipal corporation ("Grantee"), with reference to the following facts:

- A. Grantor owns certain real property in Skagit County legally described on Exhibit "A" attached hereto (the "property").
- B. Grantee seeks a permanent and exclusive right of way easement (twenty (20) foot wide) for the construction, maintenance and repair of a water pipeline and appurtenances, over, under and across a portion of Grantor's real property legally described on Exhibit "B" attached hereto (the "Permanent Easement").
- C. Grantee also seeks a temporary twenty (20) foot construction easement to facilitate construction of the water pipeline and appurtenances, over, under and across a portion of Grantor's real property legally described in Exhibit "C" attached hereto (the "Temporary Construction Easement").
- D. The location of the construction easements, set forth precisely in Exhibits B and C, are generally depicted in Exhibit D.

**Based upon the foregoing, and the mutual covenants and conditions contained herein, the parties hereby agree as follows:**

- 1. **Effective Date.** The effective date of this Easement shall be the date this Easement has been signed by the Grantor.

2. **Consideration.** Grantor shall receive the sum of Four Thousand five hundred and No/100 Dollars (\$4,500.00) when this document has been signed by all appropriate parties and properly recorded with the Skagit County Auditor.
3. **Permanent Easement.**
- 3.1 Grantor hereby grants Grantee a Permanent Easement for the construction, maintenance, inspection, and repair of a water pipeline and appurtenances, over, under and across that portion of Grantor's real property legally described on Exhibit "B", together with the right of ingress and egress to, from and across the Property for the purpose, but not limited to, vehicular access for equipment, materials, and personnel.
- 3.2 Grantee shall have the right to construct additional waterline facilities in the Permanent Easement should they become necessary.
- 3.3 Grantors shall retain the right to use the surface of the Permanent Easement if such use does not interfere with Grantee's pipeline. Grantor shall not construct any structures, buildings or rockeries within the Permanent Easement, however, Grantor shall be allowed to plant new trees or other shrubbery within the Permanent Easement at Grantor's sole risk and expense upon completion of the project, provided that they are not planted within 10 feet of the pipeline centerline or other appurtenances.
4. **Temporary Construction Easement.**
- 4.1 Grantor hereby grants Grantee a Temporary Construction Easement for construction of the water pipeline and appurtenances, over, under and across that portion of Grantor's property legally described on Exhibit "C".
- 4.2 The Temporary Construction Easement described on Exhibit "C" shall expire upon final acceptance of the water pipeline improvements by the Anacortes City Council.
5. **Restoration.** Upon completion of the water pipeline construction and appurtenances Grantee shall restore the Permanent Easement and Temporary Construction Easement, any utilities, fences, plantings affected by construction, and any farm roads or driveways used to access said easements to as good a condition as they were immediately before Grantee entered the Property and reimburse to Grantor the value of any crops lost as a result of Grantor's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.



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6. **Permanent Easement – Future Use.**

- 6.1 Upon completion of the water pipeline, Grantor hereby grants Grantee use of the Permanent Easement for future maintenance, replacement and/or repair of the water pipeline and appurtenances, over, under and across that portion of Grantor's real property legally described on Exhibit "B" attached, including, but not limited to Grantee's need for the purpose of installing, constructing, operating, maintaining, removing, repairing and replacing the pipeline.
- 6.2 Grantee shall restore the Permanent Easement and any farm roads or driveways used to access said easements to as good as condition as they were immediately before Grantee entered the Property and reimburse to Grantor the value of any crops lost as a result of Grantee's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.
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, maintenance or repair of the water pipeline and appurtenances within the Permanent Easement, or the Temporary Easement areas, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
8. **Covenants Shall Run With The Land.** These Easements 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.
9. **Exemption From Excise Tax.** These Easements are granted under the threat of eminent domain proceedings by the Grantee, and therefore are exempt from State Excise Tax.
10. **Duration.** Unless stated specifically herein, the Permanent Easement shall only expire upon written agreement of the parties hereto or their successors and/or assigns.
11. **Attorney's Fees.** In case suit or action is commenced against the Grantors or the successors, heirs or assigns of said Grantors, for removal of an encroachment from these Easements, the Grantors hereby promise to pay, in addition to costs provided by statute, such sum as the court may adjudge reasonable as attorney's fees therein.



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

GRANTOR:  
GREGORY L. AND MARLYS E.  
HALVORSON

Greg Halvorson  
GREGORY L. HALVORSON

Marlys E. Halvorson  
MARLYS E. HALVORSON

Dated: 10 July 06

GRANTEE:  
CITY OF ANACORTES:

H. Dean Maxwell  
By: H. Dean Maxwell

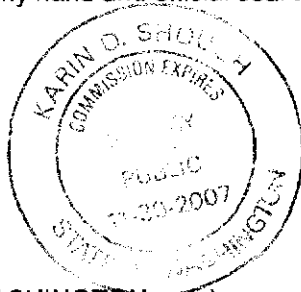
By: \_\_\_\_\_

Dated: 7/18/06

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

On this day personally appeared before me GREGORY L. HALVORSON and MARLYS E. HALVORSON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of July, 2006.



Print Name: KARIN D. SHOUGH

Karin D. Shough  
NOTARY PUBLIC in and for the State  
of Washington, residing at Mount Vernon  
My commission expires: 11-30-2007

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

On this day personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

Print Name: \_\_\_\_\_

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Escrow No.: 116476-SE

0054252507

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

That portion of the Northwest  $\frac{1}{4}$  of Section 15, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Northwest corner of said Northwest  $\frac{1}{4}$ ;  
thence East 200 feet along the North line thereof;  
thence South 340 feet parallel with the West line of said Northwest  $\frac{1}{4}$ ;  
thence West parallel with the North line of said Northwest  $\frac{1}{4}$ , a distance of 200 feet to the West line thereof;  
thence North along said West line a distance of 340 feet to the true point of beginning,

EXCEPT the North 30 feet thereof as conveyed to Skagit County, by deed recorded November 1, 1895 in Volume 30 of Deeds, page 199,

AND EXCEPT Bradshaw Road along the West line thereof.

Situate in the County of Skagit, State of Washington.



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EXHIBIT B

September 14, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

Gregory L. and Marlys E. Halvorson – Permanent Easement

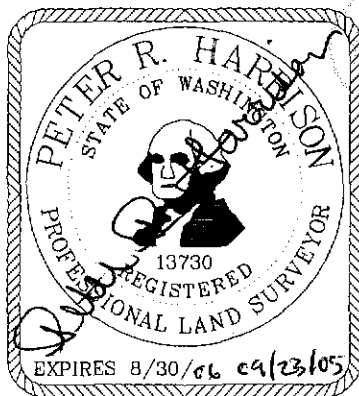
The South 20.00 feet of the North 50.00 feet of that portion of the Northwest  $\frac{1}{4}$  of Section 15, Township 34 North, Range 3 East, W.M., described as follows:

Commencing at the Northwest corner of said Northwest  $\frac{1}{4}$ ; thence East 200 feet along the North line thereof; thence South 340 feet parallel with the West line of said Northwest  $\frac{1}{4}$ ; thence West parallel with the North line of said Northwest  $\frac{1}{4}$  a distance of 200 feet to the West line thereof; thence North along said West line a distance of 340 feet to the point of beginning;

EXCEPT those portions of the above described 200 foot by 340 foot parcel lying within the County road rights-of-way and state right-of-way, if any.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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September 14, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

Gregory L. and Marlys E. Halvorson – Temporary Construction Easement

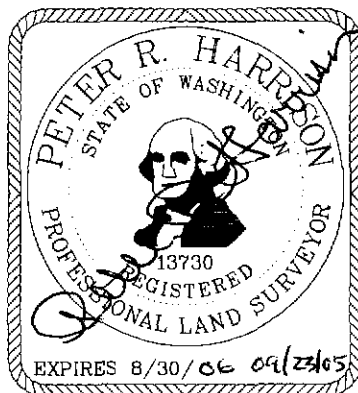
The South 20.00 feet of the North 70.00 feet of the East 35.00 feet of that portion of the Northwest  $\frac{1}{4}$  of Section 15, Township 34 North, Range 3 East, W.M., described as follows:

Commencing at the Northwest corner of said Northwest  $\frac{1}{4}$ ; thence East 200 feet along the North line thereof; thence South 340 feet parallel with the West line of said Northwest  $\frac{1}{4}$ ; thence West parallel with the North line of said Northwest  $\frac{1}{4}$  a distance of 200 feet to the West line thereof; thence North along said West line a distance of 340 feet to the point of beginning;

EXCEPT those portions of the above described 200 foot by 340 foot parcel lying within the County road rights-of-way and state right-of-way, if any.

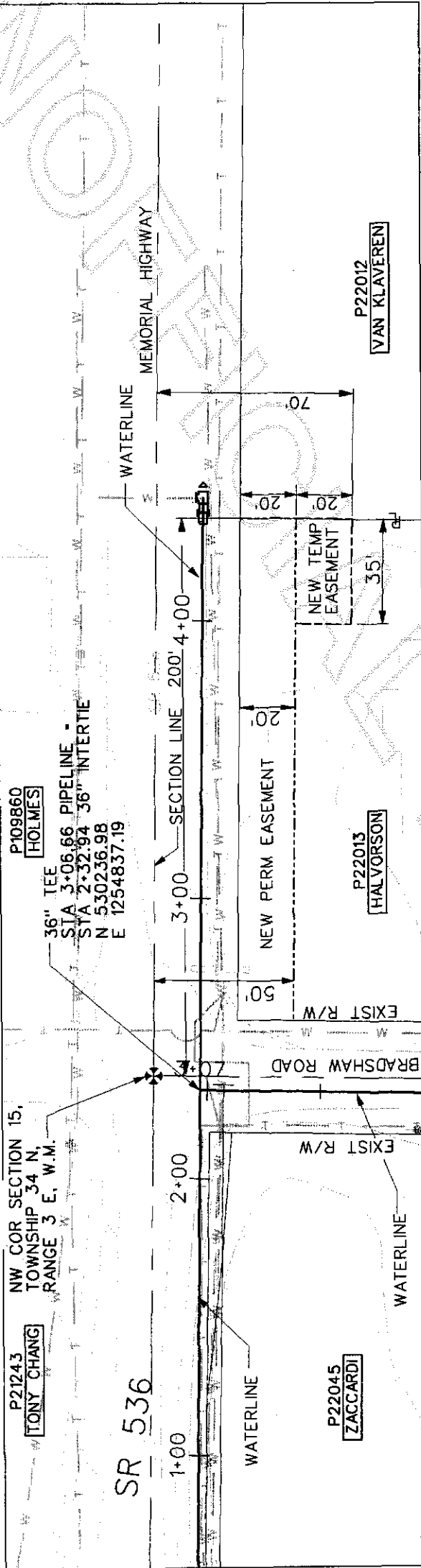
SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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SECTION 15, TOWNSHIP 34 N, RANGE 3 E, W.M.



NW 1/4 SECTION 15, TOWNSHIP 34 N, RANGE 3 E, WM

OWNER:

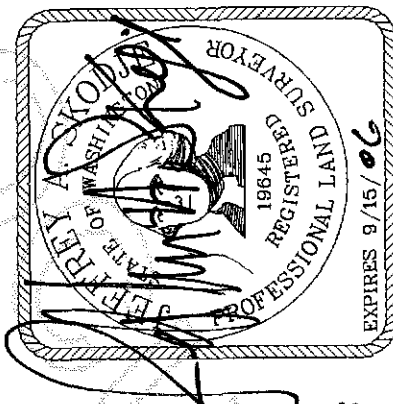
Gregory L & Marlys E Halvorson  
14021 Bradshaw Road  
Mount Vernon, WA 98273

Parcel No. P22013

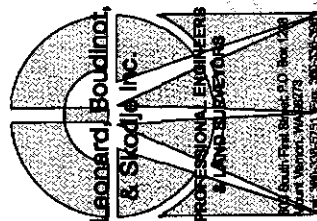
WATERLINE REPLACEMENT PROJECT  
EASEMENT EXHIBIT  
FOR

Gregory L & Marlys E Halvorson

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10/31/05



Skagit County Auditor