



200611210214

Skagit County Auditor

11/21/2006 Page

1 of

7 3:51PM

After Recording Return To:

City of Anacortes
PO Box 547
Anacortes WA 98221

CHICAGO TITLE CO.

1962937

ACCOMMODATION RECORDING

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

PERMANENT EASEMENT FOR WATER PIPELINE CONSTRUCTION AND OPERATION

THIS EASEMENT dated for reference purposes this 14th day of November, 2006 is made by and between STEPHEN C. SCHUH AND SUSAN M. SCHUH husband and wife ("Grantor") and the CITY OF ANACORTES, a municipal corporation ("Grantee"), with reference to the following facts:

- P22014 Ptn. 15-34-3
- A. Grantor owns certain real property in Skagit County legally described on Exhibit "A" attached hereto (the "property").
 - B. Grantee seeks a permanent right of way easement (thirty (30) foot wide) for the construction, maintenance and repair of a water pipeline and appurtenances across a portion of Grantor's real property legally described on Exhibit "B" attached hereto (the "Permanent Easement").
 - C. The location of the construction easements, set forth precisely in Exhibits B is generally depicted in Exhibit C.

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 One Thousand two-hundred and No/100 Dollars (\$1,200.00) 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 to provide access for the construction, maintenance, inspection, and repair of a water pipeline and appurtenances 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. The water pipeline is to be located north of the Permanent Easement.
 - 3.2 Grantors shall retain the right to use the surface of the Permanent Easement.
4. **Restoration.** Upon completion of the water pipeline construction and appurtenances Grantee shall restore the Permanent Easement, any utilities, fences, plantings affected by construction, and any farm roads or driveways used to access said easement 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 Granter's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration.
5. **Permanent Easement – Future Use.**
 - 5.1 Upon completion of the water pipeline, Grantor hereby grants Grantee use of the Permanent Easement for future access to allow maintenance, replacement and/or repair of the water pipeline and appurtenances 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 installing constructing, operating, maintaining, removing, repairing and replacing the pipeline.
 - 5.2 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.

6. **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, area, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
7. **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 covenant running with the land.
8. **Exemption from Excise Tax.** This Easement is granted under the threat of eminent domain proceedings by the Grantee, and therefore is exempt from State Excise Tax.
9. **Duration.** Unless stated specifically herein, the Permanent Easement shall only expire upon written agreement of the parties hereto or their successors and/or assigns.
10. **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 this Easement, 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.

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

GRANTOR:

STEPHEN C. AND SUSAN M. SCHUH

Stephen C. Schuh
STEPHEN C. SCHUH

Susan M. Schuh
SUSAN M. SCHUH

Dated: November 14, 2006

GRANTEE:

CITY OF ANACORTES

H. Dean Marshall
By: H. Dean Marshall

By: _____

Dated: 11/14/06



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this day personally appeared before me Steve Schuh
to me known to be the individual described in and who executed the within and
foregoing instrument, and acknowledged to me that he signed and sealed said
instrument as his free and voluntary act and deed for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 2006.



Print Name: Cherril L. Kahns
Cherril L. Kahns
NOTARY PUBLIC in and for the State
of Washington, residing at

Mount Vernon

My commission expires: 10-19-2010

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

#5992

NOV 21 2006

Amount Paid
By Skagit Co. Treasurer

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

On this day personally appeared before me Susan Schuh
to me known to be the individual
described in and who executed the within and foregoing instrument, and
acknowledged to me that she signed and sealed said instrument as her free and
voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of November, 2006.



Print Name: Cherril L. Kahns
Cherril L. Kahns
NOTARY PUBLIC in and for the State
of Washington, residing at

Mount Vernon

My commission expires: 10-19-2010





TRANSAMERICA TITLE
INSURANCE COMPANY

SKAGIT COUNTY TITLE CO.

Filed for Record at Request of

Name National Bank of Commerce

Address 420 First Street

City and State Mt. Vernon, Wash. 98273

THIS SPACE RESERVED FOR RECORDS USE

73 MAR 21 PM 4:04

REQUEST OF

Statutory Warranty Deed

782241

THE GRANTORS STANLEY C. WALTERS and HELEN L. WALTERS, Husband and Wife

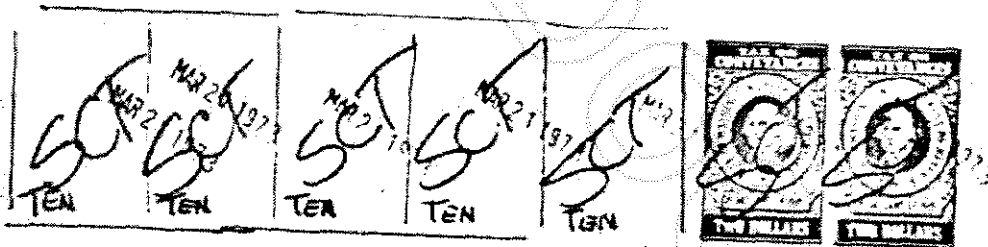
for and in consideration of Ten Dollars (\$10.00) and Other Valuable Considerations

in hand paid, conveys and warrants to STEPHEN C. SCHUH and SUSAN M. SCHUH, Husband & Wife

the following described real estate, situated in the County of Skagit, State of Washington:

The North $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, EXCEPT the North 100 feet of the West 250 feet thereof, and the North $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 34 North, Range 3 E.W.M. EXCEPT county road right of way; ALSO EXCEPT drainage district No. 19, rights of way.

Situate in the County of Skagit, State of Washington.



Dated this 12th day of March, 1973

847
SKAGIT COUNTY WASHINGTON
Real Estate Public Tax
PAID

MAR 21 1973

STATE OF WASHINGTON,

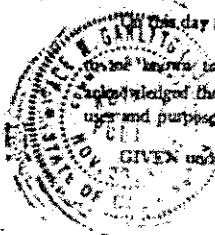
County of SKAGIT

Amount Paid \$540.00
St. Edward W. Jensen, Co. Ins.
By *[Signature]* Deputy

On this day personally appeared before me STANLEY C. WALTERS and HELEN L. WALTERS

known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of March, 1973



782241

112

60

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

SCT

October 27, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

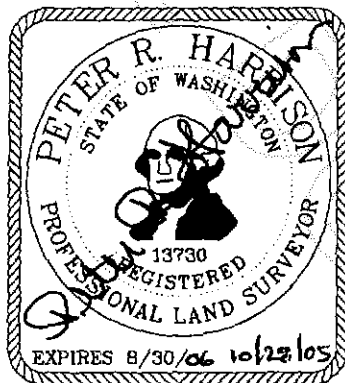
Stephen C. and Susan M. Schuh – Permanent Easement

The North 30.00 feet of the West 190.00 feet of the East 555.00 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 34 North, Range 3 East, W.M.,

EXCEPT Drainage District No. 19 rights-of-way.

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

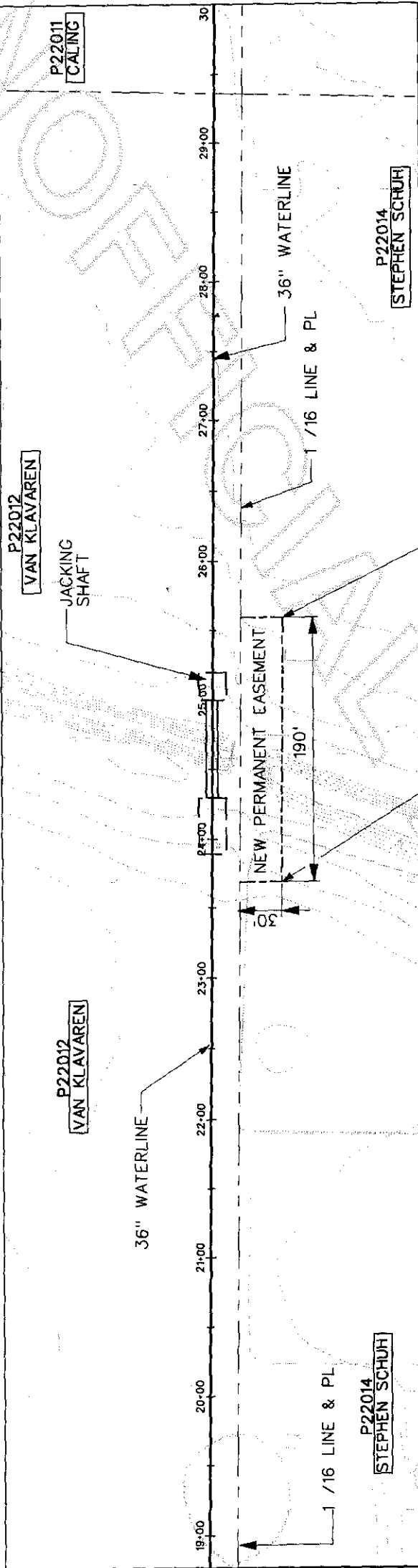
Situate in the County of Skagit, State of Washington.



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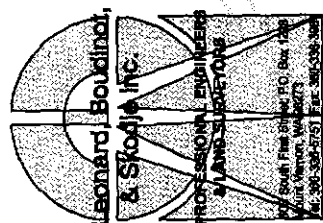
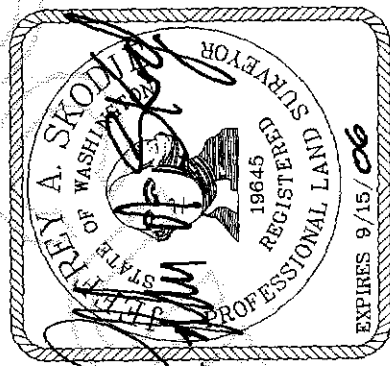
SECTION 15, TOWNSHIP 34 N, RANGE 3 E, W.M.



CORNER EASEMENT
N 528854.33
E 1255736.57

CORNER EASEMENT
N 528855.84
E 1255546.22

SCHOOL HOUSE
SLOUGH



WATERLINE REPLACEMENT PROJECT
EASEMENT EXHIBIT
FOR
Stephen C Schuh
Sheet 1 of 1

OWNER:
Stephen C Schuh
15565 State Route 536
Mount Vernon, WA 98273
Parcel No. P22014



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Skagit County Auditor