

After Recording Return To:

City of Anacortes  
PO Box 547  
Anacortes WA 98221



200612140050  
Skagit County Auditor

12/14/2006 Page 1 of 8 11:28AM

CHICAGO TITLE CO.

1QB 2944

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

ACCOMMODATION RECORDING

PERMANENT AND TEMPORARY EASEMENTS  
FOR  
WATER PIPELINE CONSTRUCTION AND OPERATION

THIS EASEMENT dated for reference purposes this 6th day of December 2006 is  
made by and between JOHN R ZACCARDI AND PATRICE LIN ZACCARDI husband  
and wife ("Grantor") and the CITY OF ANACORTES, a municipal corporation  
("Grantee"), with reference to the following facts:

- 2m 14-31-3 P22045*
- 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 Two Thousand five hundred and No/100 Dollars (\$2,500.00) 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.

#6294  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 14 2006

Amount Paid \$  
By Skagit Co. Treasurer  
Dep't



200612140050

Skagit County Auditor

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.



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

GRANTOR:  
JOHN R. and PATRICE LIN  
ZACCARDI

GRANTEE:  
CITY OF ANACORTES:

[Signature]  
JOHN R. ZACCARDI  
[Signature]  
PATRICE LIN ZACCARDI

[Signature]  
By: H. DEAN MAXWELL

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

Dated: 12/06/06

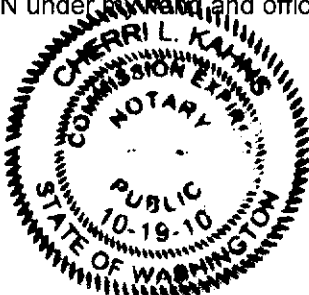
Dated: 12/7/06

STATE OF WASHINGTON )

COUNTY OF SKAGIT )

On this day personally appeared before me Patrice Lin Zaccardi and John R. Zaccardi 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 6th day of December 2006.



Print Name Cherril L. Kahns  
[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at Mount Vernon  
My commission expires: 10-16-2010

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: \_\_\_\_\_



EXHIBIT A

For Recorder's Use

When recorded return to

MICHAEL A. WINSLOW  
Attorney at Law  
411 Main Street  
Mount Vernon, Washington 98273

SKAGIT COUNTY  
RECORDED NOV 27 P2:17  
FILED  
REQUEST OF

9611270124

LAND TITLE COMPANY OF SKAGIT COUNTY

T-80629-E

**SPECIAL WARRANTY DEED**

**Grantors:** The Estate of John H. Brandstrom, deceased, by and through Mary Jean Nelson, the duly appointed, qualified and acting Personal Representative of said estate, under Skagit County Probate No. 95-4-00289-7.

**Grantees:** John R. Zaccardi and Patrice Lin Zaccardi, husband and wife

**Legal Description:**

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 34 North, Range 3 East, W.M., EXCEPT Young and Bradshaw Roads.

Situate in Skagit County, Washington

**SUBJECT TO:** Continuation of farm and agricultural tax classification as disclosed by notice recorded April 26, 1971 and September 4, 1974, under Auditor's File Nos. 751693 and 806736 and subject to the provisions of RCW 84.34

**Assessor's Property Tax**  
Parcel or Account No. P22044 and P22045

16006  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

**Reference Nos of Documents** Not applicable  
**Assigned or Released:**

NOV 27 1996

**CONVEYANCE:**

Amount paid \$ 4054.50  
By: Skagit County Treasurer Deputy

For and in consideration of distribution under the Will of John H. Brandstrom, filed under Skagit County Probate No. 95-4-00289-7, the above named Grantor,

Special Warranty Deed  
epibrandswarrant.ded11/22/96

-1-



200612140050  
Skagit County Auditor

9611270124

October 27, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

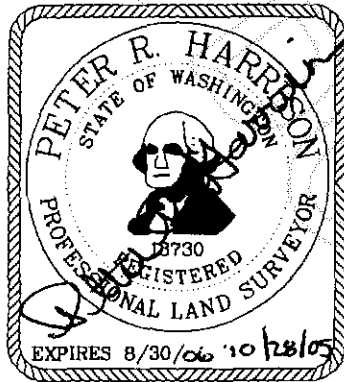
John R. and Patrice Lin Zaccardi – Permanent Easement

The North 40.00 feet of the East 260.00 feet of the North ½ of the Northeast ¼ of the Northeast ¼ of Section 16, Township 34 North, Range 3 East, W.M.,

EXCEPT Young and Bradshaw Roads and State Route 536 (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.



200612140050  
Skagit County Auditor

12/14/2006 Page

6 of

8 11:28AM

EXHIBIT C

October 27, 2005

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

John R. and Patrice Lin Zaccardi – Temporary Construction Easement

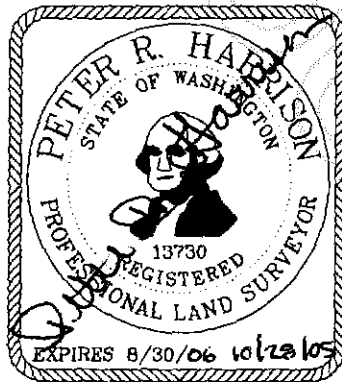
The North 60.00 feet of the West 80.00 feet of the East 260.00 feet of the North ½ of the Northeast ¼ of the Northeast ¼ of Section 16, Township 34 North, Range 3 East, W.M.,

EXCEPT any portion lying within the North 40.00 feet of the East 240.00 feet thereof; and

EXCEPT Young and Bradshaw Roads.

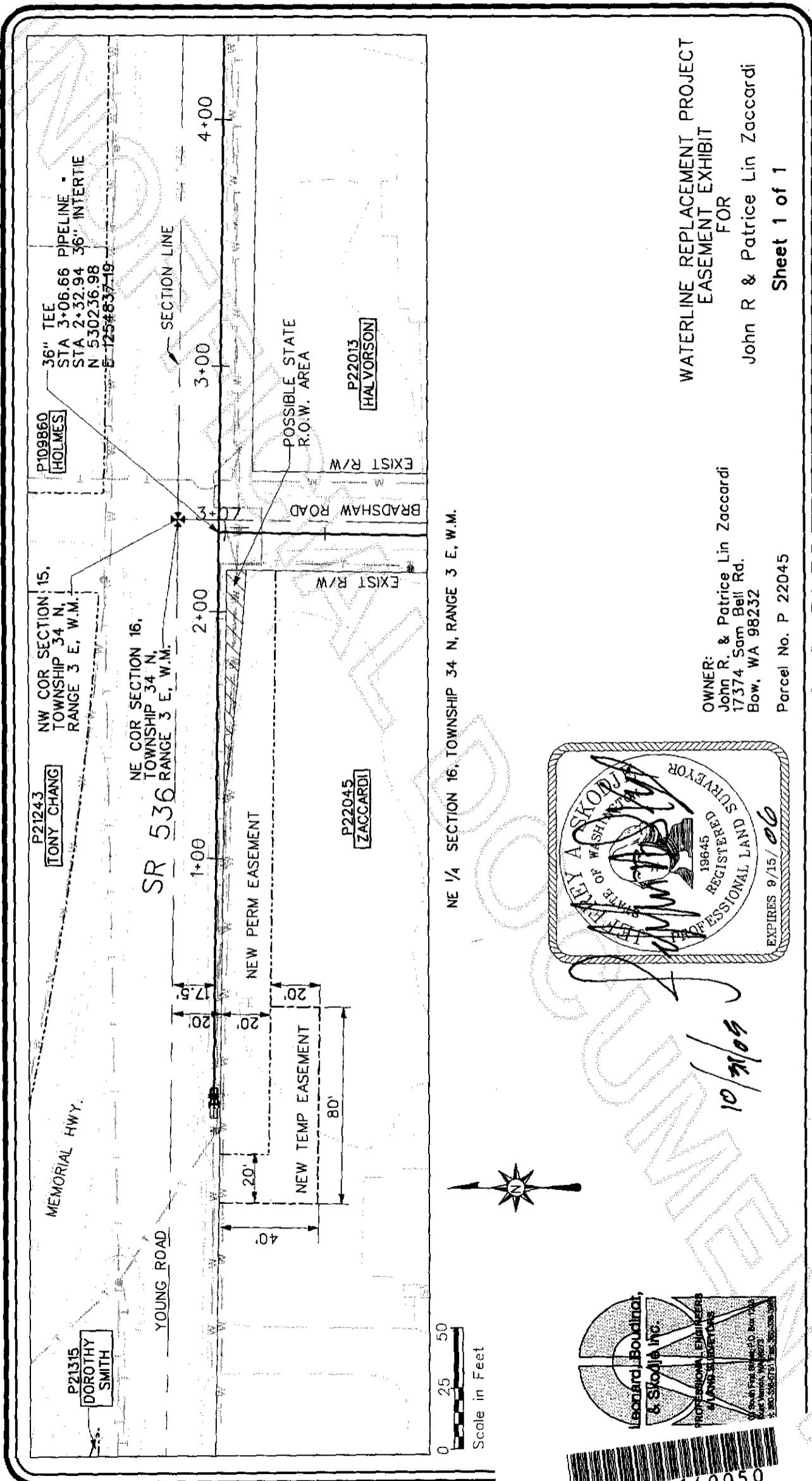
SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



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SECTION 16, TOWNSHIP 34 N, RANGE 3 E, W.M.



NE 1/4 SECTION 16, TOWNSHIP 34 N, RANGE 3 E, W.M.

WATERLINE REPLACEMENT PROJECT  
EASEMENT EXHIBIT  
FOR  
John R & Patrice Lin Zaccardi

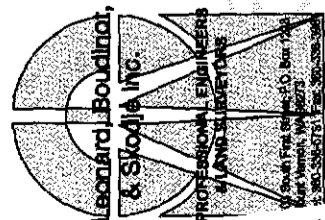
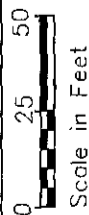
Sheet 1 of 1

OWNER:  
John R. & Patrice Lin Zaccardi  
17374 Sam Bell Rd.  
Bow, WA 98232

Parcel No. P 22045



10/21/06



200612140050  
Skagit County Auditor

8 of 8 11:28AM

10/25/2005

User: Owner

del