



200612140051

Skagit County Auditor

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10 11:28AM

**When recorded return to:**  
**City of Anacortes**  
**P.O. Box 547**  
**Anacortes, WA 98221**

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

#6295  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 14 2006

## ACCOMMODATION RECORDING

CHICAGO TITLE CO.

1982947

PERMANENT AND TEMPORARY EASEMENTS  
FOR

Amount Paid \$  
Skagit Co. Treasurer  
Deputy

## WATER PIPELINE CONSTRUCTION AND OPERATION

THIS EASEMENT dated for reference purposes this 6 day of Nov., 2006 is made by and between DEBRA L. HUGHES as her separate estate and DIANE L. LAUCIUS, as her separate estate, ("Grantor") and the CITY OF ANACORTES, a municipal corporation ("Grantee"), with reference to the following facts:

PM. 15-34-3 P22005/P22010

- 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 (fifty (50) 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 thirty (30) 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 Nine Thousand and 00/100 Dollars (\$9,000.00) when this document has been signed by all appropriate parties and properly recorded with the Skagit County Auditor. In addition, Grantor shall receive \$1000.00 for every 12 month period of use in consideration of the Temporary Construction Easement with then 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 Granter's construction project. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration. This amount, if any, will be paid separately and is not part of the consideration identified in Section 2.

**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 and any future maintenance and repair of water pipeline and appurtenances over, under and across Grantors permanent easement. Photographs will be taken prior to any construction on the Property to assure the completeness of restoration. This amount, if any, will be paid separately and is not part of the consideration identified in Section 2.
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:

DEBRA L. HUGHES  
DIANE L. LAUCIUS

GRANTEE:

CITY OF ANACORTES:



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Skagit County Auditor

DEBRA L. HUGHES

By: 71 Dean Maxwell

Diane L. Laucius  
DIANE L. LAUCIUS

Dated: 11/6/06

Dated: 12/6/06

STATE OF WASHINGTON)

COUNTY OF SKAGIT )

On this day personally appeared before me, Debra L. Hughes, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Signature)

Notary Public in and for the State of \_\_\_\_\_

Print Name)

Residing in \_\_\_\_\_, Washington.

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON)

COUNTY OF SKAGIT )

On this day personally appeared before me, Diane L. Laucius, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of NOVEMBER, 2006.



(Signature)

Notary Public in and for the State of WA

Angela Jackson

Print Name)

Residing in Maple Valley, Washington.

My commission expires: 11-20-2007



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Debra L. Hughes  
DEBRA L. HUGHES

By: W Dean Maynor

DIANE L. LAUCIUS

Dated: 11-15-06

Dated: 12/6/06

STATE OF WASHINGTON)

COUNTY OF SKAGIT )

On this day personally appeared before me, Debra L. Hughes, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of NOV., 2006.

Debra L. Hughes  
(Signature)

Notary Public in and for the State of \_\_\_\_\_

WASHINGTON

(Print Name)

Residing in KIRKLAND, Washington.

My commission expires: 2-3-2009

STATE OF WASHINGTON)

COUNTY OF SKAGIT )

On this day personally appeared before me, Diane L. Laucius, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 15 day of NOV., 2006.

Diane L. Laucius  
(Signature)

Notary Public in and for the State of \_\_\_\_\_

WASHINGTON

(Print Name)

Residing in KIRKLAND, Washington.

My commission expires: 2-3-2009



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Skagit County Auditor

EXHIBIT A

PARCEL C: West half of the Northwest quarter of the Northeast quarter, in Section 15, Township 34 North, Range 3 East W.M., Skagit County, Washington.

Situs:  
Skagit County Tax Acct #340315-1-001-0007; P22005

PARCEL D: East half of the Northeast quarter of the Northwest quarter, in Section 15, Township 34 North, Range 3 East, W.M., Skagit County, Washington.

Skagit County Tax Acct #340315-2-001-0005; P22010

SUBJECT TO: Easement, covenants and restrictions of record.



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September 19, 2006

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

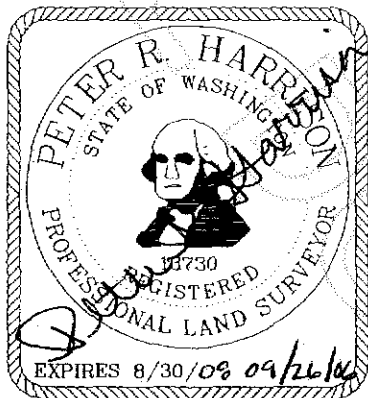
Debra L. Hughes, Diane L. Laucius  
Easement

Permanent

The South 50.00 feet of the West ½ of the Northwest ¼ of the Northeast ¼, and the South 50.00 feet of the West 40.00 feet of the East ½ of the Northeast ¼ of the Northwest ¼, all in Section 15, Township 34 North, Range 3 East, W.M.,

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 19, 2006

LEGAL DESCRIPTION FOR: City of Anacortes

Waterline Replacement Project – Segment 5/6

Debra L. Hughes, Diane L. Laucius  
Construction Easement

Temporary

The North 30.00 feet of the South 80.00 feet of the West ½ of the Northwest ¼ of the Northeast ¼, and the West 80.00 feet of the South 80.00 feet, EXCEPT the West 40.00 feet of the South 50.00 feet thereof, of the East ½ of the Northeast ¼ of the Northwest ¼, all in Section 15, Township 34 North, Range 3 East, W.M.,

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.

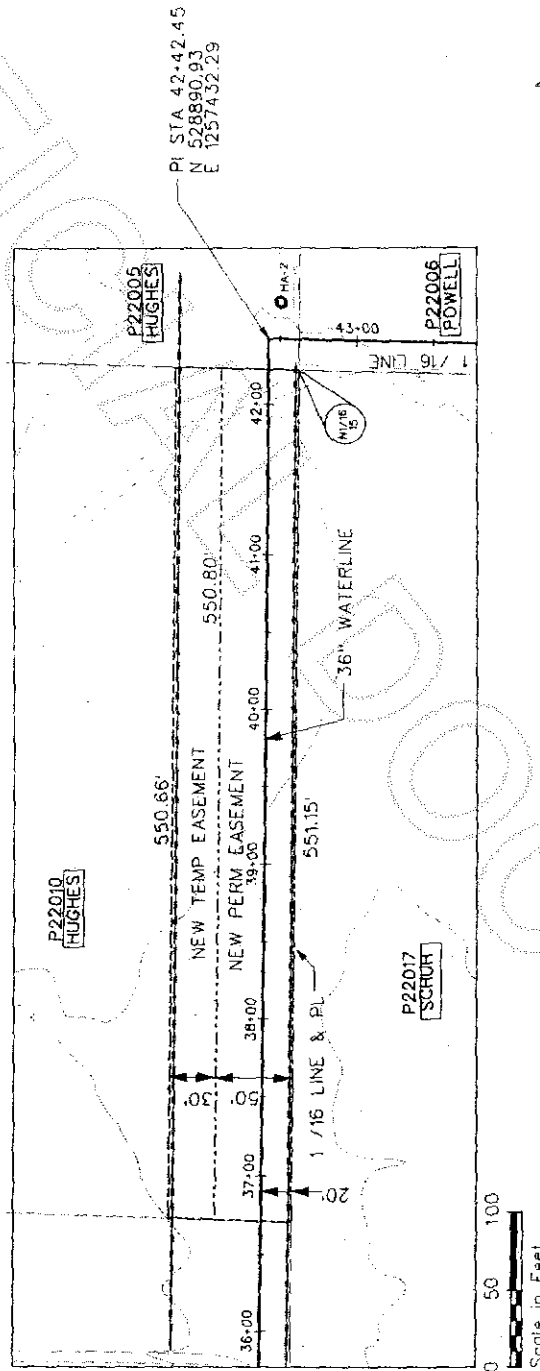


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SECTION 15, TOWNSHIP 34 N, RANGE 3E, W.M.

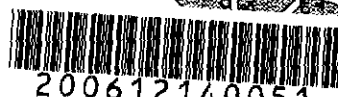
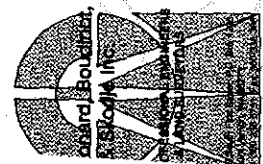


No. 13  
WATERLINE REPLACEMENT PROJECT  
EASEMENT EXHIBIT  
FOR  
Debra L. Hughes, Diane L. Laucius,

Sheet 1 of 2

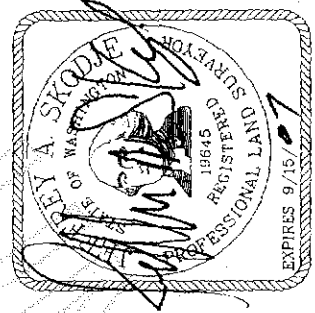
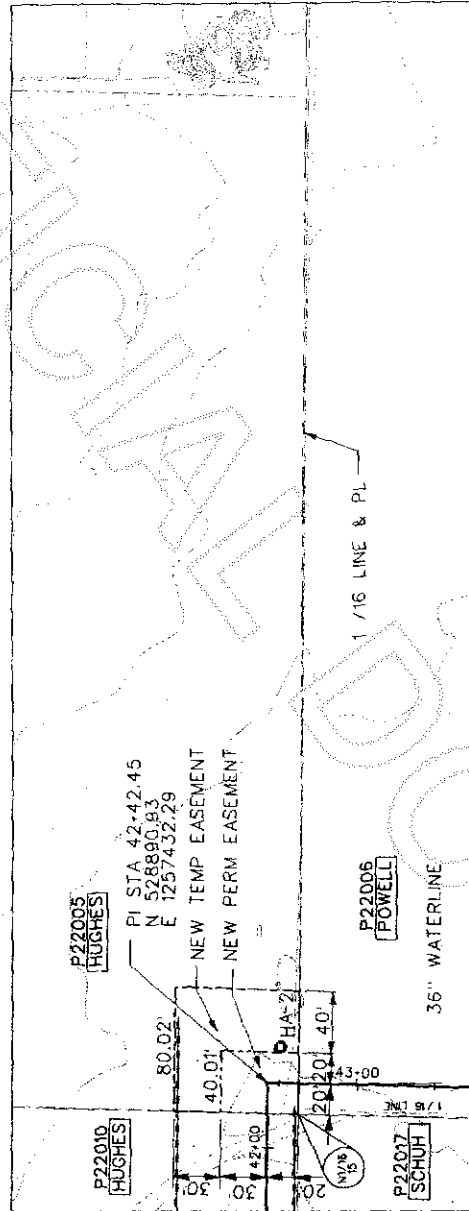
OWNER:  
Debra L. Hughes, Diane L. Laucius.

Parcels No. P22010



200612140051  
Skagit County Auditor

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



OWNER:  
Debra L. Hughes, Diane L. Laucius,

No. 14  
WATERLINE REPLACEMENT PROJECT  
EASEMENT EXHIBIT  
FOR

Debra L. Hughes, Diane L. Laucius,

Sheet 2 of 2

Parcels No. P22005



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