

When Recorded Return To:

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Attorney at Law, P.S.
1101 8th Street, Suite A
Anacortes, WA 98221



Skagit County Auditor

\$74.00

7/1/2013 Page

1 of

3 10:48AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2013 2527

JUL 01 2013

Document Title:

Amount Paid \$ 13.⁹⁰
Skagit Co. Treasurer
By *mlr* Deputy

EASEMENT

Grantors:

PORT OF ANACORTES

Grantee:

CITY OF ANACORTES

Tax/Parcel Number of Affected Parcel:

3776-021-010-0000 / P56857

Abbreviated Legal Description of Affected Parcel:

LOTS 6 THROUGH 10, INCLUSIVE, BLOCK 21, BOWMAN'S CENTRAL SHIP
HARBOR WATERFRONT PLAT OF ANACORTES, SKAGIT COUNTY,
WASHINGTON, PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 33,
LYING NORTHERLY OF THE MEANDER LINE OR LINE OF ORDINARY HIGH
TIDE, WHICHEVER IS FARTHEST OUT. SURVEY AF#200807090029

GRANT OF EASEMENT

For valuable consideration in hand paid, The Grantor, PORT OF ANACORTES, a municipal corporation, grants to the Grantee, CITY OF ANACORTES, a municipal corporation, a permanent easement, subject to the terms and conditions herein:

(1) to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, replace, remove, operate, and use an eight-inch (8") diameter underground water pipeline under and through the below-described real property ("the Easement Area"), together with the right of ingress and egress over said property for the purposes for which the above-mentioned rights are granted; and

(2) to allow Anacortes Yacht Club and its agents to construct a gravel driveway approximately eight (8) feet in width over the entire length of the Easement Area, which, upon completion of construction, shall become the sole property of Grantor, subject to the terms and conditions of this Easement Declaration, and for which Grantee shall have no maintenance or other responsibility whatsoever.

The Easement Area is legally described as follows:

The East 20.00 feet of the following described parcel:

Lots 6 to 10 inclusive, Block 21, BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 2 of Plats, page 33, lying Northerly of the meander line or line of ordinary high tide, whichever is farthest out;

EXCEPT that portion of a 60 foot wide strip deeded to the City of Anacortes by deed dated July 1, 1924 and recorded September 4, 1924 under Auditor's File No. 176938, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Grantor covenants and agrees:

1. To refrain from causing the construction or placement of any structure or building, street light, power pole, or yard light within any part of the Easement Area without the advance written consent of Grantee.
2. That Grantee shall have the right to remove any plants within the Easement Area as necessary or appropriate to construct the above-described driveway and install and undertake operations, maintenance and/or replacement of its facilities without the obligation to replace such plants or any other liability therefor.
3. That Grantor shall not take nor permit any action that impairs the lateral or subjacent support for the water pipeline or adds or removes more than 12" to or from the earth cover over the pipeline, without advance, written authorization from Grantee.
4. Public utilities other than the eight-inch waterline described above, such as additional or greater diameter water lines, storm sewer, gas, electric, telephone, data transmission, communication, and cable television lines may be installed in the Easement Area only with the written authorization of both Grantor and Grantee, and on the condition that they do not interfere with the Grantee's rights herein expressed.
5. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant or covenant contained in this Agreement.

Grant of Easement - Page 2




6. This Easement shall run with the land and shall bind and inure to the benefit of the respective heirs, successors, and assigns of the parties.

DATED this 25th day of June, 2013.

GRANTOR:

PORT OF ANACORTES, a municipal corporation

By:


Signature

Robert Hyde
Printed Name

Executive Director
Title

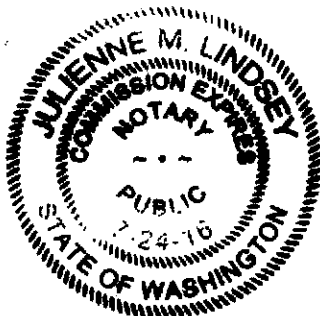
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

I certify that I know or have satisfactory evidence that Robert W. Hyde is the person who appeared before me, and said person acknowledged that s/he signed the foregoing instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it, as Executive Director of Port of Anacortes, a municipal corporation, to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of June, 2013.



Julie M. Lindsey
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My appointment expires 07-24-16

