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Skagit County Auditor

WHEN RECORDED RETURN TO:

City of Anacortes Engineering Department
904 6th Street
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY Cain Cress

DATE 7/29/2025

DOCUMENT TITLE: UTILITY EASEMENT
GRANTOR(S): Jonathan E. Fay and Karen A. Fay
GRANTEE(S): City of Anacortes, a Washington municipal corporation
ABBREVIATED LEGAL: LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 142, MAP OF
FIDALGO CITY
PARCEL / TAX ID NUMBER: P73184 / 4101-142-008-0002

UTILITY EASEMENT

THIS EASEMENT is made by and between GRANTOR (Grantor), and the City of Anacortes, a Washington municipal corporation (Grantee), for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, for the construction, maintenance, inspection, and repair of a water pipeline and appurtenances, over, under, and across that certain real property described on Exhibit A (the Property) together with all after acquired title of Grantor therein, and as described and depicted in Exhibit B (the Permanent Easement), subject to the terms and provisions set forth below. The effective date of this Easement shall be the date this Easement has been signed by the Grantor.

The Permanent Easement described and depicted in Exhibit B, shall be for the construction, maintenance, and repair of a water pipeline and all necessary connections and appurtenances by Grantee, at Grantee's sole cost and expense, together with the

right of ingress and egress to, from and across said Permanent Easement for the foregoing purposes.

Following repair or maintenance of its facilities, Grantee shall, to the extent reasonably practicable, restore landscaping, surfaces and portions of the Property affected by Grantee's work to the condition existing immediately prior to such work. Grantee shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of Grantee's work.

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.

Dated this 21 day of July, 2025.

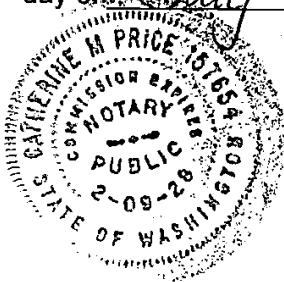
By: [Signature]
Grantor

By: Karen Fay
Grantor

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this 21st day of July, 2025, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jonathan & Karen Fay, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed for the uses and purposes therein mentioned (they).

IN WITNESS WHEREOF I have hereunto given my hand and official seal this 21st day of July, 2025.



Catherine M. Price
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires 02/09/2028
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Exhibit A

Legal Description of Parcel P73184

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 142, MAP OF FIDALGO CITY, SKAGIT CO. WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH ALL OF THE VACATED ALLEY IN SAID BLOCK 142 LYING WESTERLY OF AND ADJACENT TO SAID LOTS 1 THROUGH 8, INCLUSIVE. ALSO TOGETHER WITH WEST HALF OF HIGHLAND AVENUE ADJACENT TO LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 142, MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON. ALSO TOGETHER WITH THAT PORTION OF THE SOUTH 1/2 OF 4TH STREET LYING EAST OF CENTERLINE OF THE VACATED ALLEY IN BLOCK 142 AND LYING WEST OF THE CENTERLINE OF HIGHLAND AVENUE, MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON. LESS COUNTY ROAD RIGHT-OF-WAY, IF ANY.

Situated in the County of Skagit, State of Washington.

Exhibit B

Legal Description of Easement Area

An easement area twenty (20) feet in width with ten (10) feet on either side of the Grantee's constructed waterline, as depicted on the Exhibit B Easement Sketch.

"Easement Sketch"

