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EASEMENT

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KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of THREE HUNDRED TWENTY-FIVE DOLLARS (\$325.00) in hand paid, the receipt whereof is hereby acknowledged, RALPH ENTNER and JULIA ENTNER, his wife of Route 2, Anacortes, Skagit County, Washington, herein designated and called the Grantors, do and have by these presents granted, bargained, sold and conveyed to PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, its successors or assigns, over, along and in the roadway hereinafter described on the property of the Grantors, the right to lay, maintain, operate, re-lay and remove at any time, a water pipe line not to exceed four inches (4") in diameter measured on the inside thereof, for the transportation of water only, and if necessary the right to maintain, operate and remove said line with the right of ingress and egress to and from the same on said roadway in conformity with this Easement and grant.

Which said line is to be placed under the present roadway on the Grantors' property, the location of the centerline of said pipeline and this pipeline easement as furnished by the Grantee herein and which purports to be on the roadway of the Grantors, is more particularly described as follows, (and that the same shall not be put or placed/ ^{outside or off of said roadway,} even though the description hereinafter set forth would so designate), and which easement is situated within Government Lot 4, Section 17, Township 34 North Range 2 East, W. M., Skagit County, Washington and portions of vacated Blocks 29, 69 and 70, Plot of the Townsite of Gibraltar as recorded in Volume 1 of Plats, Pages 19 and 20, records of Skagit County, Washington and said centerline is further described as follows:

Beginning at the intersection of the centerline of Jura Way and the West line of Lot 51, all of the Plat of "Gibraltar Annex" as recorded in Volume 7 of Plats, pages 9 and 9^{1/2}, records of Skagit County, Washington; thence N. 69°39'30" W 17.3 feet along the center line

of said Jura Way; thence S 20°20'30" W. 25 feet to the Southerly right-of-way line of said Jura Way, this being the true point of beginning; thence S 20°20'30" W 93.34 feet; thence S 2°47'30" W 111.73 feet; thence S 48°20'30" W 136.51 feet; thence S 61°54'30" W 346.32 feet; thence N 76°56'30" W to the East line of Lot 7 of Vacated Block 49, Plot of the Townsite of Gibraltar.

That said Easement and right to lay said pipeline shall be subject to the following:

1. That the Grantee will not interfere with the Grantors' use and travel over, along and on the road during the construction and any repair and maintenance of said line; or in exercising Grantee's rights hereunder;

2. That the Grantee will re-surface the road wherein said pipeline is to be laid with crushed rock of the same kind and class that is thereon at the present time; and should the said road sink where the line has been put in or where the same shall be repaired or replaced from the use of this Easement or the occupancy thereof by the Grantee, the Grantee will repair the same expeditiously and will replace any part or portion of the road interfered with or disturbed in repairs or maintenance or installation of any kind.

3. That the said line shall be placed at a depth sufficiently below the surface of said roadway as to not interfere with the same, and at such a depth as the Grantors and their successors and assigns may have full use and enjoyment of the roadway and the responsibility and liability of the maintenance of said line shall at all times be the Grantee's without liability on the part of the Grantors for any injury, damage or breakage thereof by use of roadway by Grantors or invitees except for intentional acts.

4. That the Grantee, their successors and assigns, shall hold the Grantors, their successors and assigns, harmless from any loss, damage or injury that the Grantors may sustain by the Grantee's use or occupancy of the Easement or for the purposes hereof or for any damage or injury to any person or property arising out of, from or through the exercise of the rights hereunder by Grantee.

5. The Grantee herein and its successors and assigns shall have the right to make any clearings that may be necessary for the installation, laying, repair, renewing and changing the size of the line within the limits of this Easement and restoring said pipe lines during the life of this Easements.

6. That in case the Grantee shall fail to use the water line installed or maintained on this easement right-of-way for more than two years then this Easement shall be deemed to have been terminated and by the term "fail to use" means to fail to use in the ordinary course of furnishing water for sale not merely a running of water through said line at various intervals.

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their hands and seals

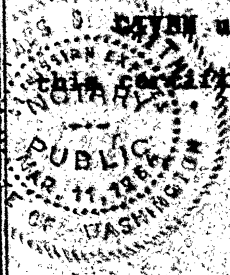
Ralph Entwine

Julia Entwine

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 8th day of November, 1961, personally appeared before me RALPH ENTWINE and JULIA ENTWINE, husband and wife, to me known to be the individuals described in and who acknowledged to me that they signed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness under my hand and official seal the day and year in this certificate first above written.



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

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A. H. JOHNSON
SKAGIT COUNTY AUDITOR
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