

**RETURN TO:**  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221



200402180124  
Skagit County Auditor

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Attn/Lyle Davis

## ACCOMMODATION RECORDING

Chicago Title Company has placed  
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customer courtesy and accepts no  
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QB2453

## EASEMENT

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

**Parcel Number: P61873**

FEB 18 2004

## GENERAL UTILITY

Amount Paid \$  
Skagit County Treasurer Deputy  
By:

**That portion of Government Lot 3 of Section 27, Township 35 North, Range 1 East, W. M., as shown on the Plat of Anaco Beach, Skagit County, Washington, as recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington and as shown on Short Plat No. ANA-96-002 as recorded under Skagit County Auditor's File No. 200212270040, described as follows:**

### See Exhibit P11

THIS EASEMENT is made by and between Carolyn Swadener (Grantor) and the City of Anacortes, a municipal corporation (Grantee), for the construction, maintenance and repair of a sewer pipeline and future appurtenances, over, under and across that certain real property described on **Exhibit P11** (the Property), 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.

1. **Consideration.** No monetary consideration is being paid for this easement and the sole consideration are the benefits to the property provided by city utilities, present and future lines, over said property described herein.
2. **Use of Permanent Easement.** The Permanent Easement described on Exhibit A, shall be for the maintenance and repair of the existing underground sewer line, and future utilities. All necessary connections and appurtenances by Grantee, at Grantee's sole cost and expense, together with the right of unrestricted ingress and egress to, from and across said described Property for the foregoing purposes.

3. Grantor shall not construct any structure or rockery, or plant trees or other deep-rooted vegetation within the Permanent Easement. Grantor shall not add additional depth of cover without the written approval of the Grantee. Grantor shall not remove the all weather access road unless maintenance truck access is provided in an alternative location as approved in writing by the Grantee. After completion of the construction of said sewer pipeline and all necessary connections and appurtenances, Grantor shall have the right to continue to use the Permanent Easement area as long as said uses do not conflict with the terms and conditions herein.
4. **Construction, Repair, and Restoration.** Upon completion of the construction of the sewer pipeline and all necessary connections and appurtenances and/or any future repair or use of the facilities, Grantee shall restore the Permanent Easement and any roads or areas used to access said easements to as good as the condition in which they existed immediately prior to the Grantee entering the Property, or to a lesser degree with the mutual consent of the Grantor and the Grantee. During construction and repair activities, equipment shall be permitted to use property adjacent to easement for access and to temporarily store materials
5. **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 sewer pipeline and all necessary connections and appurtenances within the easement area, except to the extent attributable to the acts or omissions of the Grantor, its agents or invitees.
6. **Covenants Shall Run With The Land.** 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 covenants running with the land.

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

By: Carolyn Swadener

12-5-03

Date

Carolyn Swadener



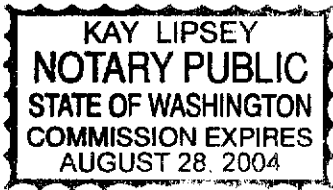
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**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
COUNTY OF SKAGIT..... ) ss.

On this 5th day of December 2003 before me, personally appeared H. Dean Maxwell, to me known to be the Mayor of the City of Anacortes that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument.

Given under my hand and official seal this 5th day of December, 2003.



Kay Lipsey  
Notary Public in and for the State of Washington  
Residing at: Hamilton

My commission expires: Aug 28, 2004.



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## EXHIBIT P11

### LEGAL DESCRIPTION FOR UTILITY EASEMENT

#### LEGAL DESCRIPTION: **Burrows Street Vacation Easement (P11)**

That portion of Burrows Street, located in Section 27, Township 35 North, Range 1 East, W.M., Government Lot 3 as shown on the Plat of Anaco Beach, Skagit County, Washington, as recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington and as shown on Short Plat No. ANA-96-002 as recorded under Skagit County Auditor's File No. 200212270040, described as follows:

Commencing at the centerline intersection of said Burrows Street and Anaco Beach Road as shown on said plat and said short plat; **thence** North 32° 02' 01" East, along the centerline of said Burrows Street, 280.00 feet; **thence** North 57° 52' 26" West, 30.00 feet to the Northwesterly margin of said Burrows Street and the **TRUE POINT OF BEGINNING**; **thence** South 57° 52' 26" East, 30.00 feet; **thence** North 32°02'01"East, 234.37; **thence** North 57°57'59"West, 30.00; **thence** South 32° 02' 01" West 234.32 feet to the **Point of Beginning**.

Situate in the County of Skagit, State of Washington.



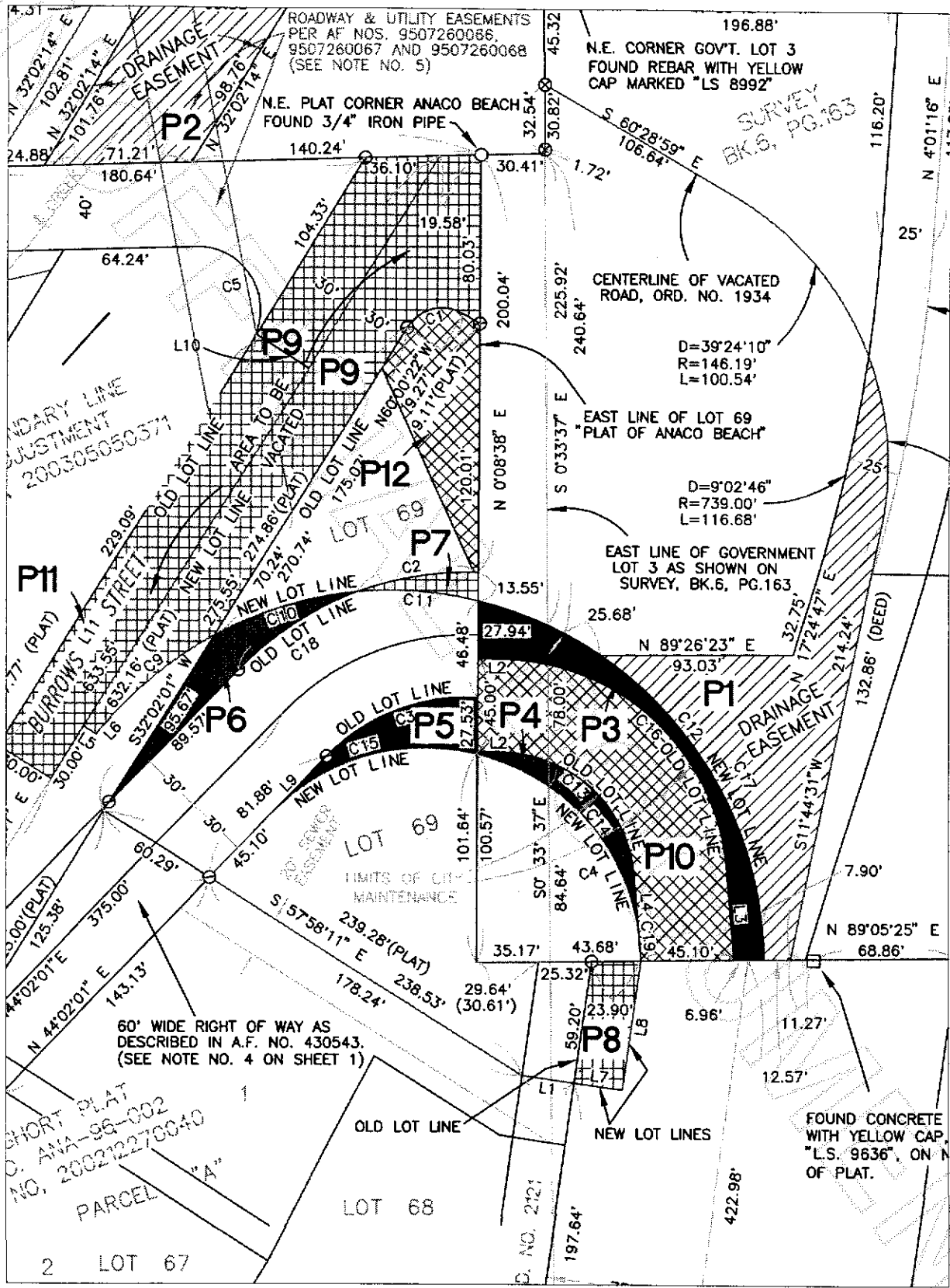
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BOUNDARY LINE  
ADJUSTMENT  
2003050505771

SHORT PLAT  
O. ANA-96-002  
NO. 200212270040  
PARCEL "A"

SURVEY  
BK.5, PG.163

DRAINAGE  
NEW LOT LINE  
EASEMENT

FOUND CONCRETE  
WITH YELLOW CAP  
"L.S. 9636", ON N  
OF PLAT.



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