

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

Attn/Lyle Davis



200402180125
Skagit County Auditor

2/18/2004 Page 1 of 5 3:40PM

ACCOMMODATION RECORDING

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QB2453

EASEMENT

Parcel Number: P61873

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 18 2004

CLYDE RIVER STORM CHANNEL

Amount Paid
Skagit County Treasurer
By: Deputy

That portion of Government Lot 3 of Section 27, Township 35 North,
Range 1 East, W.M., described as follows:

See Exhibit P2

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 the Clyde River Drainage System, over, under and across that certain real property described on **Exhibit P2** (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, over said property described herein.
2. **Use of Permanent Easement.** The Permanent Easement described on Exhibit B, shall be for the maintenance and repair of the existing storm drainage channel and the Bryce storm outfall. 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 accept only erosion control methods approved by the Washington State Department of Fish and Game. Grantor may plant trees or other deep-rooted vegetation within the storm drainage easement. Grantor shall not remove the all weather access road provided in Roadway and Utility Easements, per AF NOS. 957260066 and 957260067 unless maintenance truck access is provided in an alternative location as approved in writing by the Grantee. 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 storm drainage channel 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: Cory J. S. J.

12-5-03
Date

By: _____

Date

By: _____

Date



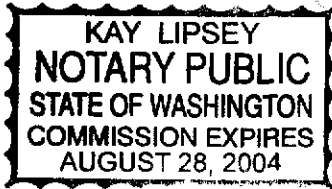
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ACKNOWLEDGEMENT

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT.....)

On this 5th day of Dec 03, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Carolyn Swadener, a single lady**, to me know to be the individual described in and who executed the within and forgoing instrument and acknowledged that **Carolyn Swadener** signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

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, 04



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Skagit County Auditor

**EXHIBIT
P2**

LEGAL DESCRIPTION FOR STORM DRAINAGE EASEMENT

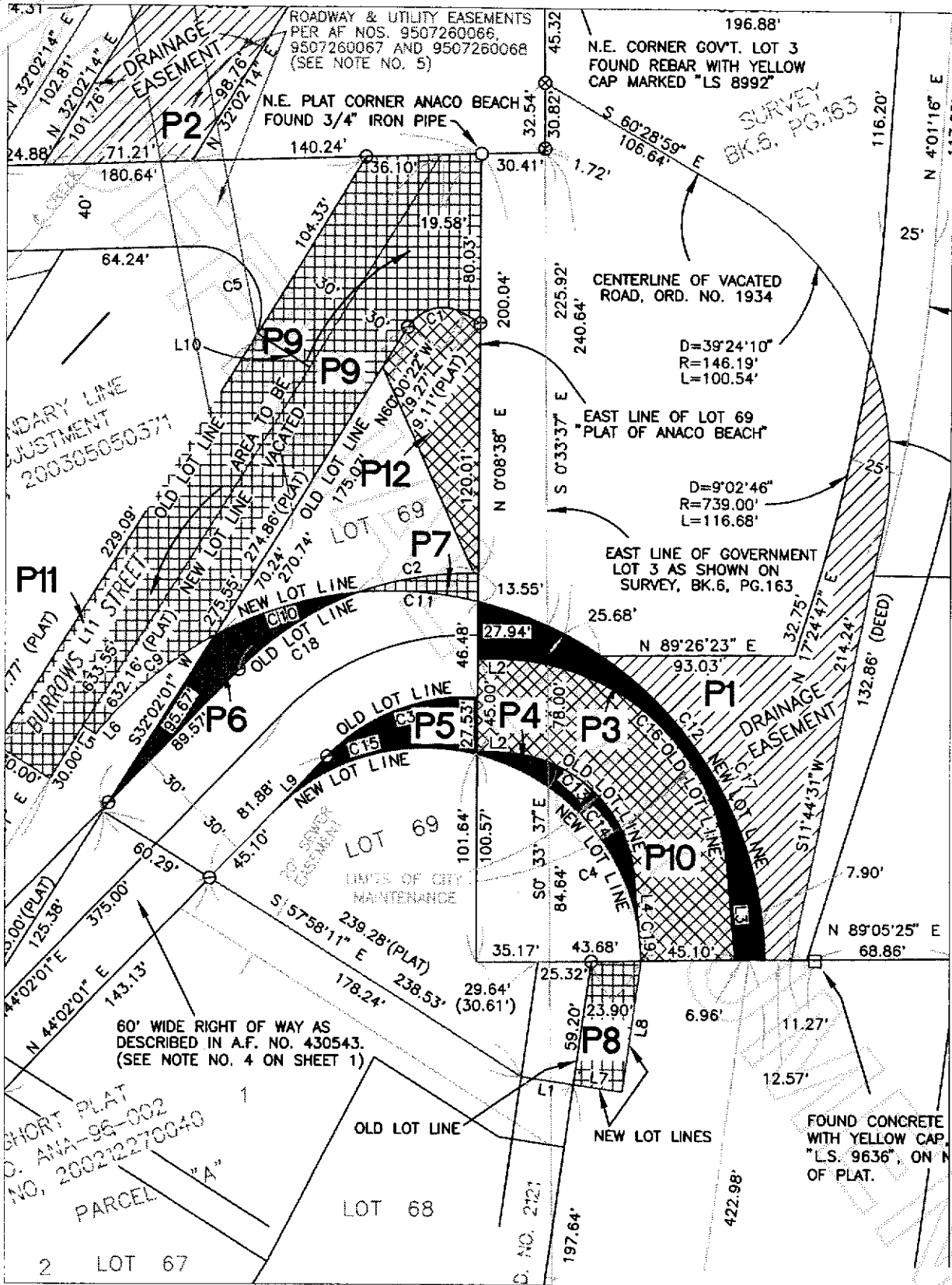
That portion of Government Lot 3 of Section 27, Township 35 North, Range 1 East, W.M., described as follows:

Commencing at the Northeast corner of the Plat of Anaco Beach, Skagit County, Washington, as recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, as shown on Boundary Line Adjustment recorded under Skagit County Auditor's File No. 200305050371; **thence** South 88° 14' 08" West, along the North line of said Plat, 140.24 feet to the **TRUE POINT OF BEGINNING**; **thence** continuing South 88° 14' 08" West along said North line, 71.21 feet; **thence** North 32° 02' 14" East, parallel with the West line of the East half of Lot 71, said Plat of Anaco Beach, Skagit County, Washington, 101.76 feet to the North line of said Government Lot 3; **thence** South 89° 42' 47" East, along said North line, 69.58 feet; **thence** South 32° 02' 14" West, parallel with said West line of the East half of Lot 71, a distance of 98.76 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Skagit, State of Washington.



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