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01/02/2025 11:16 AM Pages: 1 of 11 Fees: \$313.50
Skagit County Auditor

Recording Requested by &
When Recorded Return to:

Skagit County Parks and Recreation
Attn: Brian Adams, Director
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *Bina Thompson*
DATE *1.2.25*

DOCUMENT TITLE: Water Line Easement

SKAGIT COUNTY
Contract # C20240703
Page 1 of 11

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Skagit County, a political subdivision of the State of Washington

GRANTEE(S): Skagit County, a political subdivision of the State of Washington

ASSESSOR'S TAX / PARCEL NUMBER(S): P45191 (XrefID: (351013-0-002-0026); and
P45245 (XrefID: (351013-0-045-0009).

ABBREVIATED LEGAL DESCRIPTION: THE EAST 320 FEET OF GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., (full legal description of Grantor's Property attached as "Exhibit "A")

WATER LINE EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington (as "Grantor" herein), for and in consideration of mutual benefits, hereby conveys and warrants to **Skagit County**, a political subdivision of the State of Washington, (as "Grantee" herein), and Grantee's successors, a perpetual, non-exclusive utility easement for residential potable water lines ("Easement") as provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement over, upon, across, through, and under portions of Grantor's Property, such Easement area as legally described on *Exhibit "B"*, and as further described and depicted on *Exhibit "C"*, attached and incorporated by this reference, for the installation, construction, use, and maintenance of residential potable water lines and reasonably related necessary appurtenances thereto (herein "water lines") within the Easement area for the benefit of Grantee's Property (defined herein below), including the right of ingress and egress for said purposes, subject to the terms herein. The Grantee shall be separately liable and responsible for Grantee's water lines within the Easement Area at Grantor's Property, and the Grantee specifically recognizes and

agrees that Grantor is in no way responsible or liable for the placement, construction, use, design, maintenance, permitting, repair, and operation of the water lines within the Easement area at Grantor's Property. Prior to accessing the Easement area at Grantor's Property, the Grantee shall provide Grantor with at least twenty-four (24) hours prior written notice beforehand. A legal description of the Grantor's Property is attached as *Exhibit "A"*, and is incorporated by reference. A legal description for Grantee's Property is attached as *Exhibit "D"*, and is incorporated by reference. Grantee specifically recognizes and agrees that the Grantor is not responsible or liable for any damages to Grantee's Property arising from or related to this Easement, and Grantee releases and holds harmless Grantor from any damages to Grantee's Property resulting from and/or related to this Easement. Grantee shall be solely and separately liable and responsible for any damages to Grantee's Property arising from and/or related to this Easement. The Grantee further recognizes and agrees that Grantee shall be separately responsible and liable any damages to Grantor's Property arising from and/or related to this Easement, regardless of causation, and Grantee shall defend, indemnify, and hold the Grantor harmless from any such damages to Grantor's Property arising from and/or related to this Easement. Private driveway(s) and/or roadway(s) located within the Easement area (if any) shall not become County road(s) by virtue of this Easement.

2. Construction Activity within Easement. Subject to the terms herein, the Grantee shall have the right to enter upon the Easement area (as described and depicted in *Exhibits "B" & "C"*) at Grantor's Property, to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the water lines. To the extent reasonably possible, such access by Grantee to the Easement Area on Grantor's Property shall be during normal daylight business hours.

3. Encroachment/Construction Activity. Grantor shall not unreasonably interfere with, block, and/or obstruct Grantee's use and access to Grantee's water lines located within the Easement area (subject to the terms herein); provided, Grantor shall otherwise have full unencumbered and unrestricted use of the surface of all real property within the Easement area.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with both the Grantor's Property and also the Grantee's Property, and shall be binding upon each party's respective successors, heirs, and assigns.

5. Governing Law; Venue. This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action arising from or relating to this Easement shall be in Skagit County, State of Washington.

6. Severability. Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

7. Captions and Counterparts. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall

be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement.


8. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. This Easement may not be modified and/or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except by subsequent written amendment to this Easement agreement, duly executed and recorded by the parties hereto.

9. Recording. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR:
Skagit County, a political subdivision of the State of Washington
(as owner of P45191)

DATED this 23 day of December, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Peter Browning, Chair

ABSENT

Lisa Janicki, Commissioner



Ron Wesen, Commissioner


Attest:



Clerk of the Board

Authorization per Resolution R20160001

Recommended:



Department Head

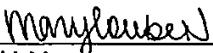
County Administrator

Approved as to form:

 12/16/24

Civil Deputy Prosecuting Attorney

Approved as to indemnification:



Risk Manager

Approved as to budget:

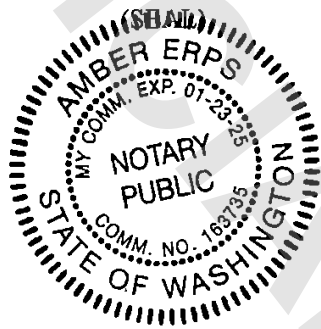


Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki and/or Ron Wesen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of December, 2024.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Skagit County
My appointment expires: 01-23-2025

GRANTEE:
Skagit County, a political subdivision of the State of Washington
(as owner of P45245)

DATED this 23 day of December, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair
ABSENT

Lisa Janicki, Commissioner

Ron Wesen

Ron Wesen, Commissioner

Attest:

Amber Eyles

Clerk of the Board

Authorization per Resolution R20160001

Recommended:

B. Lu

Department Head

County Administrator

Approved as to form:

[Signature] 12/16/24

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Manlyben

Risk Manager

Approved as to budget:

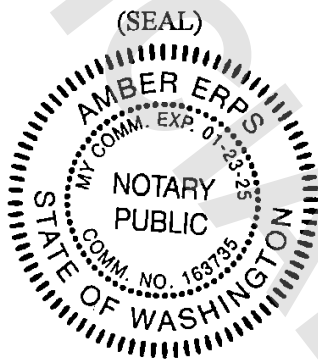
Lisha Logne

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, Lisa Janicki and/or Ron Wesen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 23 day of December, 2024.



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Skagit County
My appointment expires: 01-23-2025

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P45191
Per Quit Claim Deed under Auditor's File No. 202312150075

PARCEL A

The East 320 feet of Government Lot 1, Section 13, Township 35 North, Range 10 East, W.M.;

EXCEPT that portion of the West 160 feet of the East 320 feet of Government Lot 1, Section 13, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of State Highway 20 and the West line of the East 1,60 feet of Government Lot 1, Thence South 1°13'04" West, along the West line of the East 160 feet, a distance of 201.43 feet; Thence South 70°16'53" West a distance of 48.33 feet; Thence North 19°43'07" West a distance of 47.76 feet; Thence North 5°56'04" West a distance of 30.78 feet; Thence South 85°33'48" West a distance of 94.42 feet to the West line of the East 320 feet of Government Lot 1; Thence North 1°13'04" East, along the said West line, a distance of 155.00 feet, more or less, to the South Right-of-Way line of State Highway 20; Thence along a non-tangent curve, concave to the North, with a radius of 2630.00 feet to which point a radial line bears North 3°43'01" East, thence easterly along said curve of the southerly line of State Highway 20 through a central angle of 3°19'11" for a distance of 160.04 feet to the **POINT OF BEGINNING.**

EXCEPT road rights of way for State Highway 20.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
LEGAL DESCRIPTION FOR WATER LINE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P45191

A perpetual and non-exclusive water line easement, lying over, upon, across, through, and under a portion of Government Lot 1, Section 13, Township 35 North, Range 10 East, W.M., easement areas described more particularly as follows:

COMMENCING at the Northeast Corner of said Government Lot 1, also being the Section Corner common to Sections 7, 12, 13, and 18; Thence southerly along the East line of said Gov't Lot 1 South $01^{\circ}13'04''$ West a distance of 27.48 feet to the southerly right-of-way margin of State Route 20; Thence westerly along said right-of-way margin South $89^{\circ}52'23''$ West a distance of 143.64 feet to a point of curvature; Thence westerly along a curve to the right having a radius of 2630.00 feet, through a central angle of $00^{\circ}05'46''$ a distance of 4.41 feet to the **POINT OF BEGINNING**; Thence continuing westerly along said curve, through a central angle $00^{\circ}15'41''$ a distance of 12.00 feet, more or less, to the West line of the East 160 feet of said Gov't Lot 1; Thence southerly along said West line South $01^{\circ}13'04''$ West a distance of 75.00 feet; Thence easterly and perpendicular to said West line South $88^{\circ}46'56''$ East a distance of 12.00 feet; Thence northerly and parallel with said West line North $01^{\circ}13'04''$ East a distance of 75.23 feet, more or less to said right-of-way margin and the **POINT OF BEGINNING**.

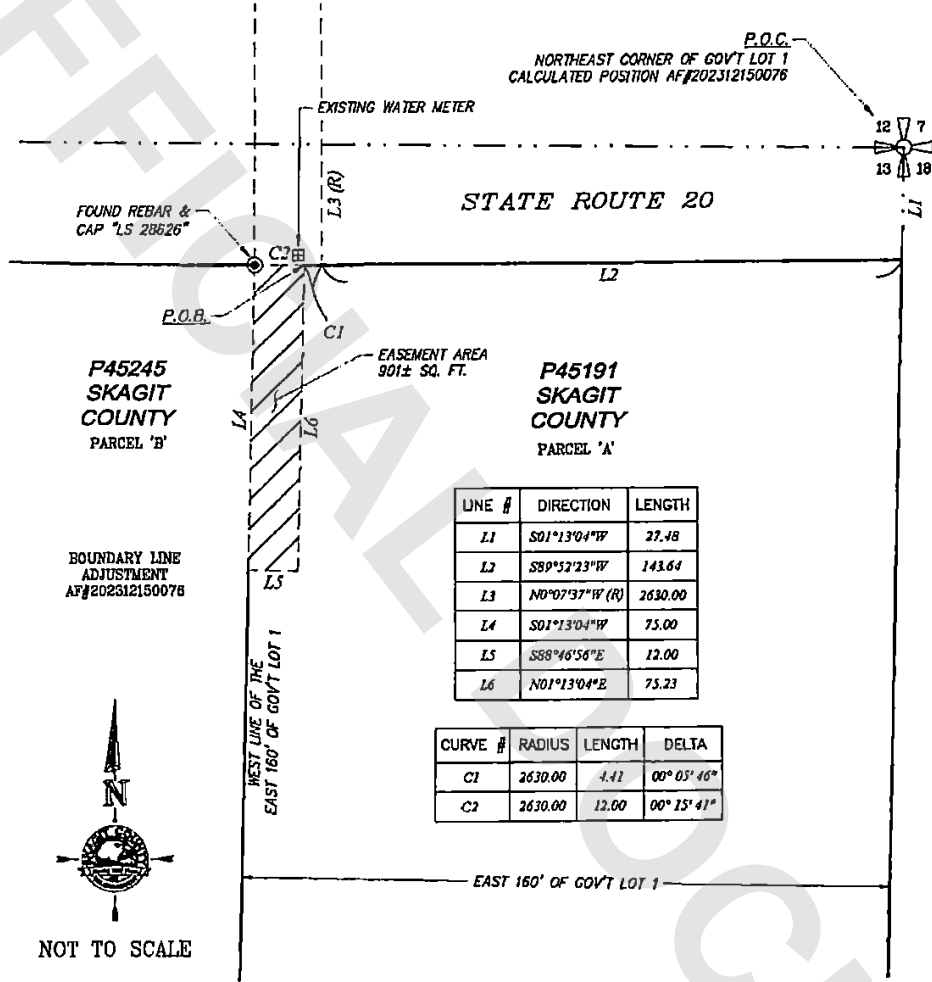
Easement containing 901 square feet, more or less.

Basis of bearing derived from Boundary Line Adjustment filed under Auditor's File No. 202312150078. Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
GRAPHIC DEPICTION OF WATER LINE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P45191

SITUATE IN A PORTION OF GOVT LOT 1 OF SECTION 13,
TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., SKAGIT COUNTY, WASHINGTON



WATER LINE EASEMENT
P45191 - SKAGIT COUNTY
59992 STATE ROUTE 20, SKAGIT COUNTY, WA

SKAGIT COUNTY
PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273-5825
(360) 416-1400 FAX (360) 416-1405

EXHIBIT "D"
LEGAL DESCRIPTION OF GRANTEE'S PROPERTY
Skagit County Assessor Tax Parcel No.: P45245

PARCEL B

That portion of the West 160 feet of the East 320 feet of Government Lot 1, Section 13, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at the intersection of the Southerly Right-of-Way line of State Highway 20 and the West line of the East 160 feet of Government Lot 1,
Thence South $1^{\circ}13'04''$ West, along the West line of the East 160 feet, a distance of 137.00 feet;
Thence South $85^{\circ}33'48''$ West a distance of 160.79 feet to the West line of the East 320 feet of Government Lot 1;
Thence North $1^{\circ}13'04''$ East, along the said West line, a distance of 155.00 feet, more or less, to the South Right-of-Way line of State Highway 20;
Thence along a non-tangent curve, concave to the North, with a radius of 2630.00 feet to which point a radial line bears North $3^{\circ}43'01''$ East, thence easterly along said curve of the southerly right-of-way line of State Highway 20 through a central angle of $3^{\circ}19'11''$ for a distance of 160.04 feet to the POINT OF BEGINNING.

EXCEPT road rights of way for State Highway 20.

Situate in Skagit County, Washington.