

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC - 6 1993

Amount Paid \$
By: Skagit County Treasurer Deputy

13 1/15

City of Mt Vernon
PO Box 809
M.V.

9312060099

AGREEMENT AND EASEMENT

THIS AGREEMENT is made and entered into on the _____ day of _____, 1992, between CHRISTOPHER E. CAMMOCK and SHAUN M. CAMMOCK, husband and wife, "Grantor" herein, with the knowledge and consent of Grantor's lender, COUNTRYWIDE FUNDING CORPORATION and the City of Mount Vernon, a Washington municipal corporation, "Grantee" herein.

In lieu of condemnation and in consideration of Ten and 00/100s (\$10.00) dollars and other valuable consideration, receipt of which is hereby acknowledged, which amount includes payment to defray costs as provided under the terms of RCW 8.25.020, and in consideration of the performance by the Grantee of the covenants, terms and conditions hereinafter set forth, the Grantor hereby conveys and warrants to the Grantee a non-exclusive perpetual easement over, across, along, in, upon and under Grantor's property described in Attachment "A", attached hereto and by this reference made a part hereof, for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a sewer interceptor consisting of such pipes, connections, manholes and underground appurtenances thereto hereinafter referred to as the "sewer line", together with non-exclusive right of ingress to and egress from the said property for the foregoing purposes; including the right to use and maintain an existing surfaced roadway for vehicular access to the sewer line.

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The terms "easement" and "easement area" in this instrument refer to the easement on the property described in Attachment "A".

This easement is granted subject to and conditioned upon the following terms, conditions and covenants which the obligated party, whether Grantor or Grantee, hereby promises to faithfully and fully observe and perform.

1. Cost of Construction and Maintenance. Grantee shall bear and promptly pay all costs and expenses of construction and maintenance of the sewer line, subject only to the user fees, the hook-up fees, and other costs properly borne by future development under Rules and Regulations adopted by the City of Mount Vernon and applied generally to property owners served by existing City sewer facilities.

2. Specifications. Grantee shall construct the sewer line in accordance with specifications for the project developed by Grantee's Engineering Department and such consultants and contractors as Grantee may engage to meet federal, state and local design and construction criteria.

3. Compliance. Grantee shall at all times exercise its rights herein granted in accordance with the requirements of all applicable statutes, rules, regulations, orders and permits of any public authority having jurisdiction.

4. Plans. Prior to any construction, alteration, replacement or removal of the sewer line or any other substantial activity by Grantee on Grantor's property, a notification including the location where plans for the same may be viewed shall be submitted

in writing to Grantor by Grantee. Changes or revisions in the plan shall also be disclosed to the Grantor, who shall upon request be provided with as-built drawings and a survey showing the location and the depth of the sewer line on Grantor's property. In the event of an emergency requiring immediate action by Grantee for the protection of its facilities or other persons or property, Grantee may take such action upon such notice to Grantors as is reasonable under the circumstances.

5. Coordination. Grantee shall coordinate the dates of its construction and other major activities on Grantor's property with Grantor or such agent of Grantor as Grantor may from time to time designate. Coordination may take place by in-person contact, telephone notice or mailed written notice given one week prior to commencement of the activity. No notice shall be required in the event of an emergency in which immediate action by the Grantee for the protection of its facilities or other persons or property may be required.

6. Work Standards. All work to be performed by Grantee on Grantor's property shall be in accordance with the plan submitted to Grantor as modified or revised and the work shall be completed in a reasonably safe and careful manner, free of claims or liens. Upon completion of construction of the portion of the sewer line on Grantor's property, Grantee shall remove all debris and restore the surface of the property, subject to Grantee's rights to make roadway and utility improvements, to the surface condition in which it was at the commencement of the work and shall replace any

property corner monuments, survey references or hubs which were disturbed or destroyed during construction.

7. Grantee's Use. Grantee shall exercise its rights under this agreement so as to mitigate and avoid unreasonable interference with Grantor's use and future development of the adjacent property not encumbered by this Easement. As provided in page one of this Easement and Agreement, Grantee shall use the existing surfaced roadway for access to perform sewer construction work and maintenance; provided, further, that at such time as Grantor's premises are developed to City standards, Grantor and Grantee agree to relocate the sewer access easement to the improved street right-of-way and to relinquish all rights to use the existing surfaced roadway.

8. Use of Easement by Grantor. Grantor shall be subject to limits of use imposed by Grantee upon the public in general and Grantor shall be bound by such rules, policies and regulations as the City may adopt to regulate access to the easement area for vehicular travel and utility easement purposes. Any new facilities to be developed on land adjacent to the subject easement shall be subject to City design and development standards. Grantor shall be liable to Grantee, its contractors and users of the sewer line for loss or injury resulting from any damage to or destruction of the sewer line directly or indirectly caused by or which results from Grantor's failure to exercise reasonable care not to damage or destroy the sewer line and surface improvements.

9. Termination. In the event that Grantee breaches or fails

[REDACTED]

[REDACTED]

to perform or observe any of the terms and conditions herein, Grantor shall not have a right of termination for such breach. If Grantee fails to cure a breach or default of this easement within ninety (90) after Grantor has given Grantee written notice thereof, or if Grantee is not reasonably able to cure such breach within ninety (90) days or such other reasonable time as may be appropriate under the circumstances, Grantor shall be limited to those remedies at law or in equity other than termination. In the event that Grantee, his successors and assigns completely cease to use the easement for all public purposes for a period of five (5) successive years, this agreement and all of Grantee's rights hereunder shall terminate and revert to the Grantor, provided, however, that it shall not be a condition of termination that any improvement or facility be removed, nor shall the sewer line be removed at Grantee's expense, unless that action is ordered by a state or federal court or state or federal agency having jurisdiction over the Grantee's facilities.

10. Third Party Rights. Grantor hereby waives all rights with respect to its property as described in Attachment "A" to grant easements, licenses and permits to others for underground utility installations and surrenders that right to the Grantee, who may in Grantee's sole discretion convey easements, licenses and permits to others for underground utility purposes consistent with the purpose and scope of this agreement and subject to the obligations of this agreement.

11. Release and Indemnity. Grantee does hereby release,

indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights herein granted; provided, however, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the intentional acts or negligence of Grantor or Grantor's agents or employees.

12. Notices. Notice as required to be given under this agreement shall be given as follows:

If to Grantor: Christopher E. and Shaun M. Cammock
2917 E. Blackburn Road
Mount Vernon, WA 98273

If to Grantee: City of Mount Vernon
320 Broadway
Mount Vernon, WA 98273

Notice shall be deemed effective if mailed upon the second day following deposit in the United States Postal Service, postage prepaid, certified or registered mail, return receipt requested, or upon delivery if otherwise given. Either party may change the address to which notices may be given by writing and mailed in accordance with this paragraph.

13. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective

successors and assigns.

EXECUTED on the _____ day of _____, 1992.

ACCEPTED:

CITY OF MOUNT VERNON

By Raymond T. Reep Jr.
RAYMOND T. REEP, Mayor

ACCEPTED:

Christopher E. Cammock
CHRISTOPHER E. CAMMOCK

Approved as to Form:

By Linford C. Smith
LINFORD SMITH, City Attorney

Shaun M. Cammock
SHAUN M. CAMMOCK

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS

On this 13th day of May, 1993, personally appeared before me CHRISTOPHER E. CAMMOCK and SHAUN M. CAMMOCK, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

Brendy J. Miller
Notary Public in and for the State of
Washington, residing at: Laconia

My commission expires: 8-9-94

COUNTRYWIDE FUNDING CORPORATION, a NEW YORK corporation, beneficiary of that certain Deed of Trust dated the 23rd day of September, 1992, and recorded in Skagit County under Auditor's File No. 9209300045, as holder of the Note secured thereby, does by these presents endorse and acknowledge the foregoing Agreement and Easement and does hereby grant subordination of the lien of COUNTRYWIDE FUNDING CORPORATION and its Trustee, Land Title Company, to the extent necessary in order to give full force and effect to the said Agreement and Easement.

DATED this 27 day of April, 1993.

COUNTRYWIDE FUNDING CORPORATION

By:

Michael D. Kenealy
Authorized Agent MICHAEL D. KENEALY
ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA)

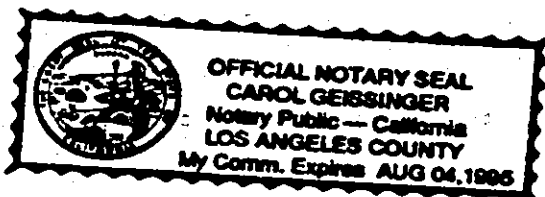
COUNTY OF Ventura)

SS

On this 27th day of April, 1993, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Michael D. Kenealy to me known to be the authorized agent of COUNTRYWIDE FUNDING CORPORATION, the corporation 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 is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carol Geissinger
Notary Public in and for the State of
Washington, residing at: VENTURA
CALIFORNIA
My commission expires: 8-4-95





Leonard, Boudinot & Skodje Inc.
PROFESSIONAL ENGINEERS & LAND SURVEYORS

Attachment "A"

JOHN E. LEONARD JR., PE & PLS
ROBERT C. BOUDINOT, JR., PE.
JEFFREY A. SKODJE, PLS.

December 15, 1992

Job No. 90293-3

LEGAL DESCRIPTION FOR: Sanitary Sewer Easement Across Cammock Property.

A 20 foot wide easement for installation and maintenance of sanitary sewer within the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 28, Township 34 North, Range 4 East, W.M., lying 10 feet each side of the following described centerline:

Commencing at the Center One Quarter of said Section 28; thence North $2^{\circ}45'27''$ East along the North-South centerline of said section, a distance of 60.05 feet; thence South $89^{\circ}33'09''$ East parallel with the East-West centerline of said Section 28 a distance of 202.63 feet to the TRUE POINT OF BEGINNING of this centerline description; thence North $2^{\circ}05'24''$ East a distance of 340.36 feet; thence North $19^{\circ}47'14''$ East a distance of 264.23 feet to the North line of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of said Section 28 and the terminus of said centerline description.

Together with the right, privilege, and authority to said grantee to lay, maintain, operate, relay, and remove at any time, a sewer pipe for the transportation of sewage and, if necessary, to erect, maintain, operate, and remove said pipe with right of ingress and egress to and from the same on, over, and through said land.

The grantor shall have the right to use and enjoy the above described easement except as to the rights herein granted. The grantor agrees not to build, create, or construct any obstruction, building, engineering works, or other structures over said sewer pipeline that would interfere with said pipeline or grantee's rights hereunder.

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RECORDED _____ FILED _____
REQUEST OF _____

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JERRY MCINTYRE
SNAKE COUNTY AUDITOR

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Mount Vernon Office: 603 South First Street, Mount Vernon, WA 98273, (206) 336-5751/FAX (206) 336-3981
Anacortes Office: 606 Commercial Avenue, Anacortes, WA 98221, (206) 293-4508
Mailing Address: PO Box 1228, Mount Vernon, WA 98273