



200010170113

, Skagit County Auditor

10/17/2000 Page 1 of 10 2:14:02PM

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360) 671-1796

DOCUMENT TITLE(S):

SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A

GRANTOR(S) (Last name, First name and MI):

SKAGIT TRANSIT, a Washington municipal corporation

Additional grantors found on page N/A of document.

GRANTEE(S) (Last name, First name, and MI):

WHATCOM-SKAGIT MINI-STORAGE LLC, a Washington Limited Liability Company

Additional grantees found on page N/A of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

A portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER (S):

360407-0-008-0504

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

OCT 17 2000

Amount Paid \$0
Skagit County Treasurer
By: Deputy

SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT

THIS SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT ("Easement and Agreement") is made this 9th day October, 2000, by and between **SKAGIT TRANSIT**, a Washington municipal corporation, (hereinafter "Grantor") owner of certain real property described below in Exhibit A, and **WHATCOM-SKAGIT MINI-STORAGE LLC**, a Washington limited liability company, (hereinafter "Grantee"), owner of the of the real property described in Exhibit D, attached hereto and incorporated by reference herein. Now therefore, the parties hereto, for their own benefit and for good and valuable consideration, receipt of which is hereby acknowledged, do hereby agree to create, convey and agree to be bound for their mutual benefit, as follows:

RECITALS

- A. Grantor, Skagit Transit, a Washington Municipal Corporation, owns, in fee simple, certain parcels of real property located in Skagit County, Washington, and described in Exhibit A, attached hereto.
- B. Grantee, Whatcom-Skagit Mini-Storage LLC, a Washington limited liability company owns, in fee simple, certain parcels of real property located in Skagit County, Washington, described in Exhibit B, attached hereto.
- C. The Grantor seeks to create and encumber its property for the benefit of the real property described in Exhibit B, a sewer line easement over that area depicted as "20 foot-wide sewer easement depicted in Exhibit C," and more particularly described in Exhibit D, attached hereto and incorporated by reference.
- D. The parties hereto further agree to enter into a Maintenance Agreement for maintenance of the Easement.
- E. The phrase "benefited property owners" shall refer to the owners of the real property described in Exhibits A and B, attached hereto; and the phrase "benefited property" shall refer to the real property described in Exhibits A and B attached hereto.

NOW, THEREFORE, the Grantor does hereby grant, convey, establish, declare, agree, agree to be bound, and provide, and the Grantee does hereby agree and agree to be bound, as follows:

1. GRANT OF SANITARY SEWER EASEMENT.

That a permanent, non-exclusive easement for sanitary sewer purposes, including the installation, operation and maintenance related to the sanitary



sewer lines located within the described easement area be granted across, along, in, and upon that property described in Exhibit D, and depicted on Exhibit C incorporated by reference herein, for the purposes of utilizing, installing, repairing, and maintaining sanitary sewer improvements.

2. MAINTENANCE.

The benefited parcels shall be bound by and shall be subject to this Maintenance Agreement applicable to the specified uses and grants of easement constructed within the specific easement area, and all subsequent owners, successors and assigns of the property described in Exhibits A and B, shall take said real property subject to this Maintenance Agreement.

The owners of the benefited parcels shall have the right to maintain the facilities constructed or naturally existing built within the specific easement area described herein. Any of the benefited property owners may determine annually, or more frequently as may be necessary, the extent of repairs and maintenance and whether to accomplish said repairs and maintenance. The allocation of maintenance and repair costs of the natural or constructed facilities shall be based on a proportional share of the benefit of the facilities, such as sanitary sewer lines and facilities, located within the easement area. The owner of any such property failing to pay its proportional share, as provided herein, shall be subject to a lien and assessment for the proportionate share of said costs. Said lien and assessment may be recorded against the non-paying parcel. Any other property owner paying the share of a property owner who failed to pay their proportional share shall be entitled to a lien against the defaulting owner's property. All of such liens shall be foreclosed in the manner provided for foreclosure of mechanic's liens. Each benefited property owner shall constitute one property owner for the purposes of this Maintenance Agreement. The costs of repairs caused by extraordinary circumstances of one or more property owners, such as utility installation or damage by heavy equipment, requiring repairs for reasons other than normal wear and tear, shall be paid by the property owner causing said damage.

3. SCOPE OF EASEMENT / OBLIGATIONS RUN WITH THE LAND.

The Easement and Agreement, and all rights and interests herein created shall be perpetual in duration, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the parties and shall, in all respects, attach to the individual properties legally described in this Agreement.

4. SEVERABILITY / GOVERNING LAW.

Should any provision of this Easement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding. This Easement shall be construed under the laws of the State of Washington.



5. COMMENCEMENT OF EASEMENT.

The Easement and Agreement shall commence upon the recording of this Easement and Agreement.

6. LITIGATION.

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Agreement a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Easement and Agreement shall be in the Superior Court for Skagit County, Washington.

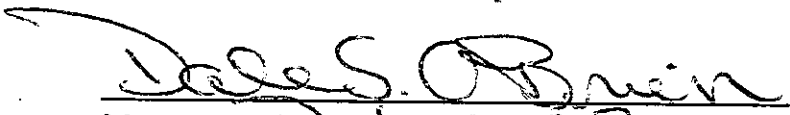
7. ENTIRE AGREEMENT.

This document referred to as Easement and Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof, and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Easement and Agreement on the day and year first above written.

Agreed to, Approved and Accepted:

GRANTOR:


Name: Dale S O'Brien
Executive Director
Skagit Transit

GRANTEE:


Tom Buggia, Manager/Member,
Whatcom-Skagit Mini-Storage LLC



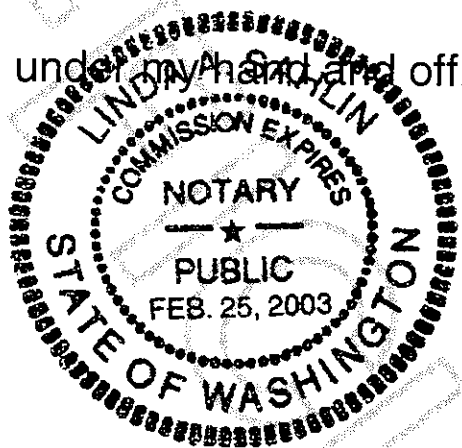
STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

9th October
On this day of ~~September~~, 2000, personally appeared before me **TOM BUGGIA** to me known to be the individual who signed above, and to me known to be a Manager/Member of **WHATCOM-SKAGIT MINI-STORAGE LLC**, and on oath verified that he was authorized to execute this document on behalf of the aforementioned limited liability companies.

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



Linda Sahlin

Print Name: Linda Sahlin

My commission expires: 2/25/03

NOTARY PUBLIC in and for the
State of Washington, residing at
Bellingham.

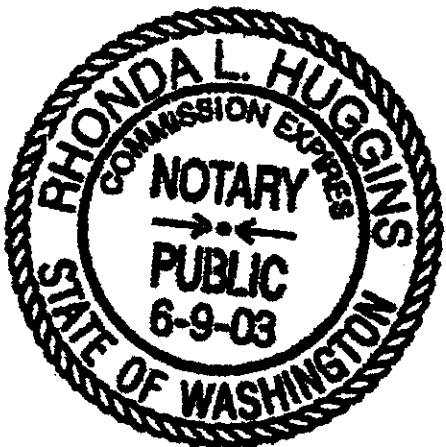
STATE OF WASHINGTON)

)ss.

COUNTY OF SKAGIT)

On this 12th day of October, 2000, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dale O'Brien, to me known to be the Interim Ex. Director of **SKAGIT TRANSIT**, with authority to bind said municipal corporation, and that the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



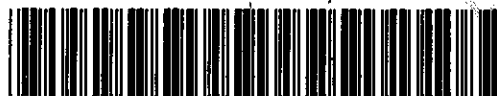
Rhonda L. Huggins

Name: Rhonda L. Huggins

NOTARY PUBLIC in and for the
State of Washington, residing at

Skagit County

My commission expires 6/9/03



DESCRIPTION:

That portion of Government Lots 3 and 4 of Section 7, Township 36 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Government Lot 4;
thence South 89°01'34" East 1,451.78 feet to the Southeast corner of said Government Lot 4, being the Southeast corner of Skagit County Short Plat No. 11-85, as filed under Auditor's File No. 8603110018;
thence North 00°18'56" West along the East line of said Government Lot and said Short Plat a distance of 1,201.82 feet to the Southerly line of Alger-Lake Samish Road;
thence North 70°55'30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown upon said Short Plat and the point of beginning;
thence South 03°20'47" East along said centerline a distance of 22.10 feet;
thence South 25°41'33" West along said centerline a distance of 215.99 feet;
thence South 03°03'26" West along said centerline a distance of 123.31 feet;
thence North 89°01'34" West 290.00 feet;
thence North 17°57'08" East 104.49 feet;
thence North 43°30'13" East 130.86 feet;
thence North 06°09'34" West 165.90 feet;
thence North 39°24'04" East 95.90 feet to the said Southerly line of Alger-Lake Samish Road;
thence South 70°55'30" East along said Southerly line 259.95 feet;
thence North 87°58'25" West along said Southerly line 68.22 feet;
thence South 70°55'30" East along said Southerly line 48.70 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities, described as follows:

Beginning at the intersection of the Southerly line of Alger-Lake Samish Road with the Easterly line of Interstate Highway No. 5;
thence Southerly along said Easterly line as shown on Skagit County Short Plat No. 11-85 the following courses: South 19°04'31" West 95.97 feet;
thence South 12°27'14" West 308.83 feet;
thence South 05°44'23" East 150.30 feet;
thence departing from said Easterly line of Interstate Highway No. 5 South 89°01'34" East 489.51 feet to the Westerly line of Patrick Lane as shown on said Short Plat;
thence North 03°03'26" East along said Westerly line a distance of 20.01 feet;

EXHIBIT A



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Skagit County Auditor

DESCRIPTION CONTINUED:

thence departing therefrom North 89°01'34" West 462.38 feet to a line parallel to and 30 feet Easterly of said Easterly line of Interstate Highway No. 5;
thence North 05°44'23" West parallel to said Easterly line a distance of 128.89 feet;
thence North 12°27'14" East parallel to said Easterly line a distance of 73.47 feet;
thence South 89°01'34" East 30.61 feet to a line parallel to and 60 feet Easterly of said Easterly line;
thence North 12°27'14" East parallel to said Easterly line a distance of 221.00 feet;
thence North 19°04'31" East parallel to said Easterly line a distance of 32.50 feet;
thence North 66°21'56" East 88.46 feet to said Southerly line of Alger-Lake Samish Road;
thence North 70°55'30" West along said Southerly line a distance of 125.00 feet to the point of beginning.

ALSO an easement for ingress, egress, and utilities over that portion of the above described Patrick Lane lying North of the Easterly projection of the South line of the 20 foot wide portion of the above-described easement.

Situate in the County of Skagit, State of Washington.



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, Skagit County Auditor

That portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Commencing at the Southwest corner of said Government Lot 4; thence South 89 degrees 01'34" East 1451.78 feet to the Southeast corner of said Government Lot 4, being the Southeast corner of Skagit County Short Plat. No. 11-85, as filed under Auditor's File No. 8603110018 and the Point of Beginning; thence North 00 degrees 18'56" West along the East line of said Government Lot and said Short Plat a distance of 1201.82 feet to the Southerly line of Alger-Lake Samish Road; thence North 70 degrees 55'30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown on said Short Plat; thence South 03 degrees 20'47" East along said centerline a distance of 22.10 feet; thence South 25 degrees 41'33" West along said centerline a distance of 215.99 feet; thence South 03 degrees 03'26" West along said centerline a distance of 123.31 feet; thence North 89 degrees 01'34" West 290.00 feet; thence South 30 degrees 00'00" West 150.00 feet; thence South 13 degrees 00'00" West 100.00 feet; thence South 15 degrees 50'30" West 104.59 feet to the Easterly line of Interstate Hwy. No. 5; thence Southerly along said Easterly line the following courses: South 23 degrees 56'55" East 301.93 feet; thence South 27 degrees 24'52" East 146.80 feet; thence South 27 degrees 56'00" East 237.89 feet to the South line of said Government Lot 4; thence South 89 degrees 01'34" East along said South line a distance of 467.09 feet to the true point of beginning.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities, described as follows:

Beginning at the intersection of the Southerly line of Alger-Lake Samish Road with the Easterly line of Interstate Hwy. No. 5; thence Southerly along said Easterly line as shown on Skagit County Short Plat No. 11-85 the following courses: South 19 degrees 04'31" West 95.97 feet; thence South 12 degrees 27'14" West 308.83 feet; thence South 05 degrees 44'23" East 150.30 feet; thence departing from said Easterly line of Interstate Hwy. No. 5 South 89 degrees 01'34" East 489.51 feet to the Westerly line of Patrick Lane as shown on said Short Plat; thence North 03 degrees 03'26" East along said Westerly line a distance of 20.01 feet; thence departing therefrom North 89 degrees 01'34" West 462.38 feet to a line parallel to and 30 feet Easterly of said Easterly line of Interstate Hwy. No. 5; thence North 05 degrees 44'23" West parallel to said Easterly line a distance of 128.89 feet; thence North 12 degrees 27'14" East parallel to said Easterly line a distance of 73.47 feet; thence South 89 degrees 01'34" East 30.61 feet to a line parallel to and 60 feet Easterly of said Easterly line; thence North 12 degrees 27'14" East parallel to said Easterly line a distance of 221.00 feet; thence North 19 degrees 04'31" East parallel to said Easterly line a distance of 32.50 feet; thence North 66 degrees 21'56" East 88.46 feet to said Southerly line of Alger-Lake Samish Road; thence North 70 degrees 55'30" West along said Southerly line a distance of 125.00 feet to the Point of Beginning.

ALSO an easement for ingress, egress and utilities over that portion of the above described Patrick Lane lying North of the Easterly projection of the South line of the 20 foot wide portion of the above described easement.

Situate in the County of Skagit, State of Washington.

EXHIBIT B



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Skagit County Auditor

SEP. 7.2000 2:27PM CONST. SURVEYORS

NO.515 P.2



Construction Surveyors Northwest, Inc.

1500 "I" Street
Bellingham, Washington 98225

received
9/7/00 3:30 SLS
Phone (360) 733-3383
Co. Ph. 384-0225
FAX (360) 733-3384

March 1, 2000
Job No. 90110

Tom Buggia
Box 6029
Bellingham, Wa 98227

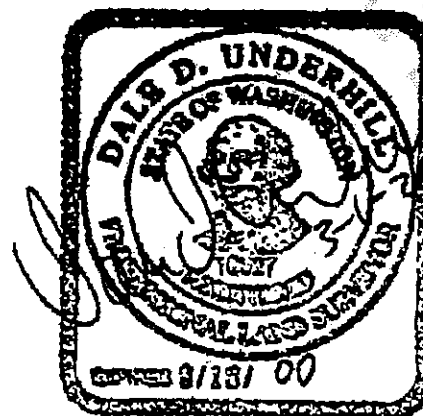
Re: Description of 20-ft. Sanitary Sewer Easement - Alger

LEGAL DESCRIPTION

A 20-ft. sanitary sewer distribution line easement over a portion of Government Lot 4 of Section 7, Township 36 North, Range 4 East of W.M., Skagit County, Wa., the centerline of which is defined as follows:

Commencing at the Southwest corner of said Government Lot 4; thence South 89° 01' 34" East 1451.78 feet to the Southeast corner of said Government Lot 4, being the Southeast corner of Skagit County S.P. No. 11-85, as filed under A. F. No. 8603110018; thence North 00° 18' 56" West along the East line of said Government Lot and said Short Plat a distance of 1201.82 feet to the Southerly line of Alger-Lake Samish Road; thence North 70° 55' 30" West along said Southerly line a distance of 261.41 feet to the centerline of Patrick Lane as shown upon said Short Plat; thence South 03° 20' 47" East along said centerline a distance of 22.10 feet; thence South 25° 41' 33" West along said centerline a distance of 72.36 feet to the POINT OF BEGINNING; thence departing from said centerline North 74° 15' 06" West 34.29 feet; thence North 35° 32' 40" West 21.90 feet; thence North 69° 41' 35" West 21.56 feet to the Easterly line of that sewer line easement described under Skagit County Auditor's File No. 199912220081 and the POINT OF ENDING.

EXHIBIT C



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Skagit County Auditor

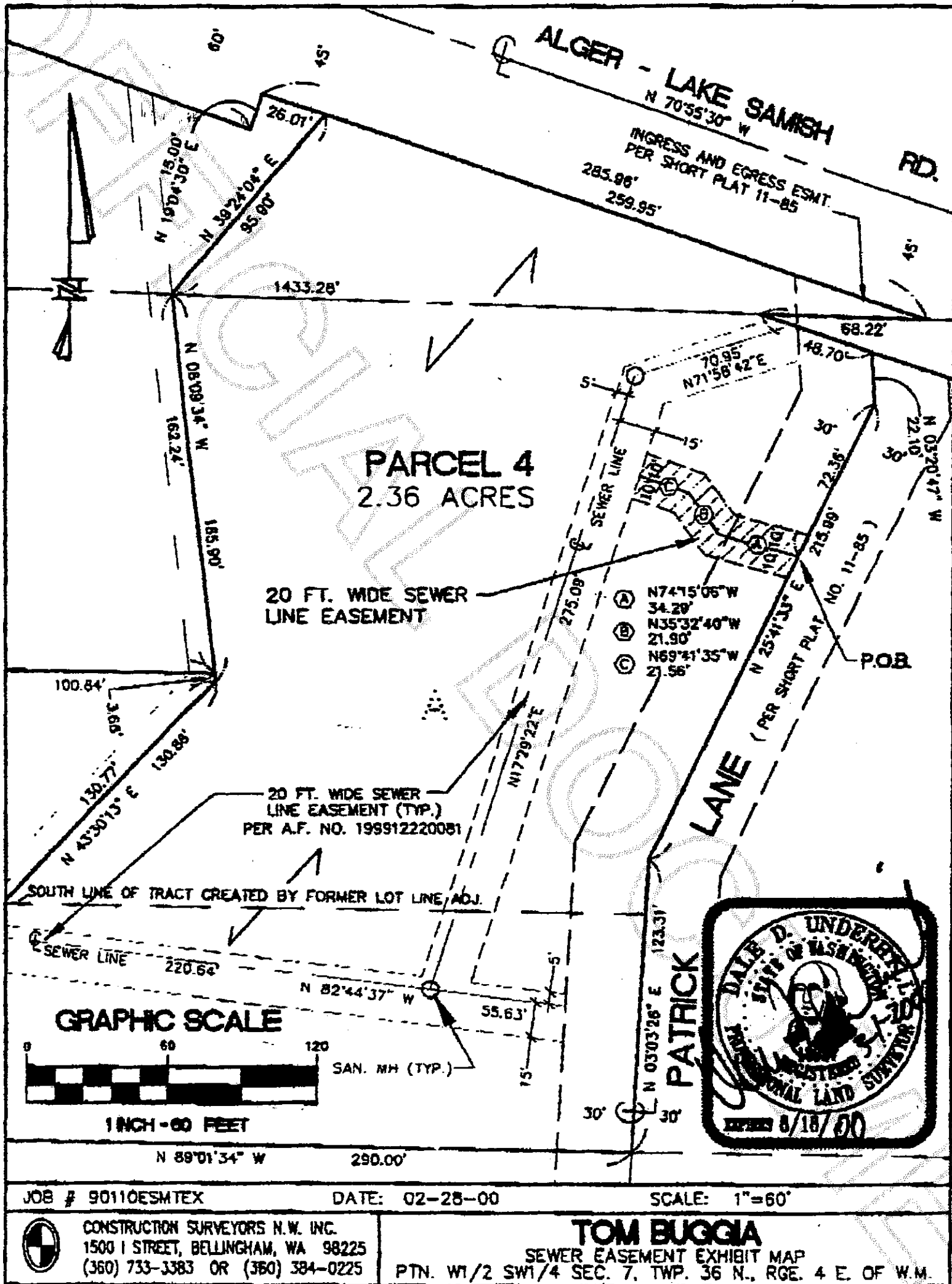


EXHIBIT D



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 , Skagit County Auditor