



200101080013

, Skagit County Auditor

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RECORDING COVER SHEET

RETURN TO:

Pete Landry
Skagit County Public Works
1111 Cleveland Avenue
Mount Vernon, WA 98273

DOCUMENT TITLE:

Easement Deed – Josh Wilson Road Project

Deed No. 0464

GRANTOR(S):

State of Washington, Department of Ecology

GRANTEE(S):

Skagit County

LEGAL DESCRIPTION:

Portion of: Section 31, Township 35 North, Range 3 East, W.M.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P35093

After recording return document to:

State of Washington
Department of General Administration
Division of Real Estate Services
P O Box 41015
Olympia WA 98504-1015

Document Title: Easement Deed

Grantor: State of Washington, Department of Ecology, acting through the Department of General Administration

Grantee: Skagit County

Legal Description: Ptn. Sec. 31, Twp. 35 N, Rge. 3 E

Assessor's Tax Parcel Number: 35093

Project No. 255-08-00
(Mount Vernon)RB/cns
Deed No. 046A

EASEMENT DEED

The GRANTOR, the State of Washington, Department of Ecology, acting through the Department of General Administration, for and in consideration of minimizing any stormwater damage to Grantor's property and Grantee's covenants herein, conveys and quitclaims to the GRANTEE, Skagit County, a political subdivision of the State of Washington, a perpetual easement for storm drain water conveyance facility over, under, upon and across the following described real estate situated in the county of Skagit, State of Washington:

The Southeasterly 15 feet of that portion of Section 31, Township 35 North, Range 3 East W.M., being more particularly described as follows:

Commencing at the intersection of the Westerly line of First Street (now named Bayview Edison Road) with the Northerly line of "C" Street, Town of Bayview; thence North along the Westerly line of First Street 115.0 feet; thence Westerly at right angles to the Westerly line of First Street, a distance of 220.0 feet; thence Southerly on a line parallel to and 220.0 feet distance from the Easterly line of First Street, to the Westerly extension of the Northerly line of "C" Street; thence Easterly along the Northerly line of "C" Street to the point of commencement; EXCEPT the South 30.0 feet thereof.

Together with the right to construct, maintain, repair, remove, replace, improve, clean, inspect and operate said facility.



Also together with the right of ingress and egress over and across said easement for any of the purposes hereinabove set forth.

The Grantor shall not be responsible for any expense whatsoever associated with said facility. Additionally, any repair or required maintenance of the Grantor's parking area and/or boat launch facility, including any diminishment of current levels and types of use thereof, due to construction activity or erosion damage from stormwater flows shall be performed in a timely manner by the Grantee, and all expenses and costs associated therewith shall be the responsibility of the Grantee.

The Grantee, its successors or assigns, will protect, save and hold harmless the Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Easement. The Grantee further agrees to defend the Grantor, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Easement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Grantor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees, and (b) the Grantee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents or employees.

Dated this 25TH day of September, 2000.

STATE OF WASHINGTON

Department of Ecology, Acting through
the Department of General Administration

Mark L. Lahaie, Real Estate Group Manager
Division of Real Estate Services

Robert A. Bippert, Assistant Director
Division of Real Estate Services

APPROVED AS TO FORM:

Date: 8/23/00

By: Mayou Smith

Assistant Attorney General

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JAN 08 2001

Amount Paid \$ 0.00
Skagit Co. Treasurer
BV Deputy



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, Skagit County Auditor


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Approved:

By: 

Chal A. Martin, P.E.
Director/County Engineer

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON


Harvey Wolden, Chairman

Approved as to Form:

By: 

Hilary Thomas
Civil Deputy


Robert Hart, Commissioner

Approved as to Indemnification:

By: 

Vincent Clay
Risk Manager


Ted W. Anderson, Commissioner

Approved:

By: 

Alicia Huschka
Budget Director

ATTEST: 

Patti J. Chambers
Clerk of the Board



STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 2000, personally appeared before me MARK L. LAHAIE, Real Estate Services Group Manager, Division of Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

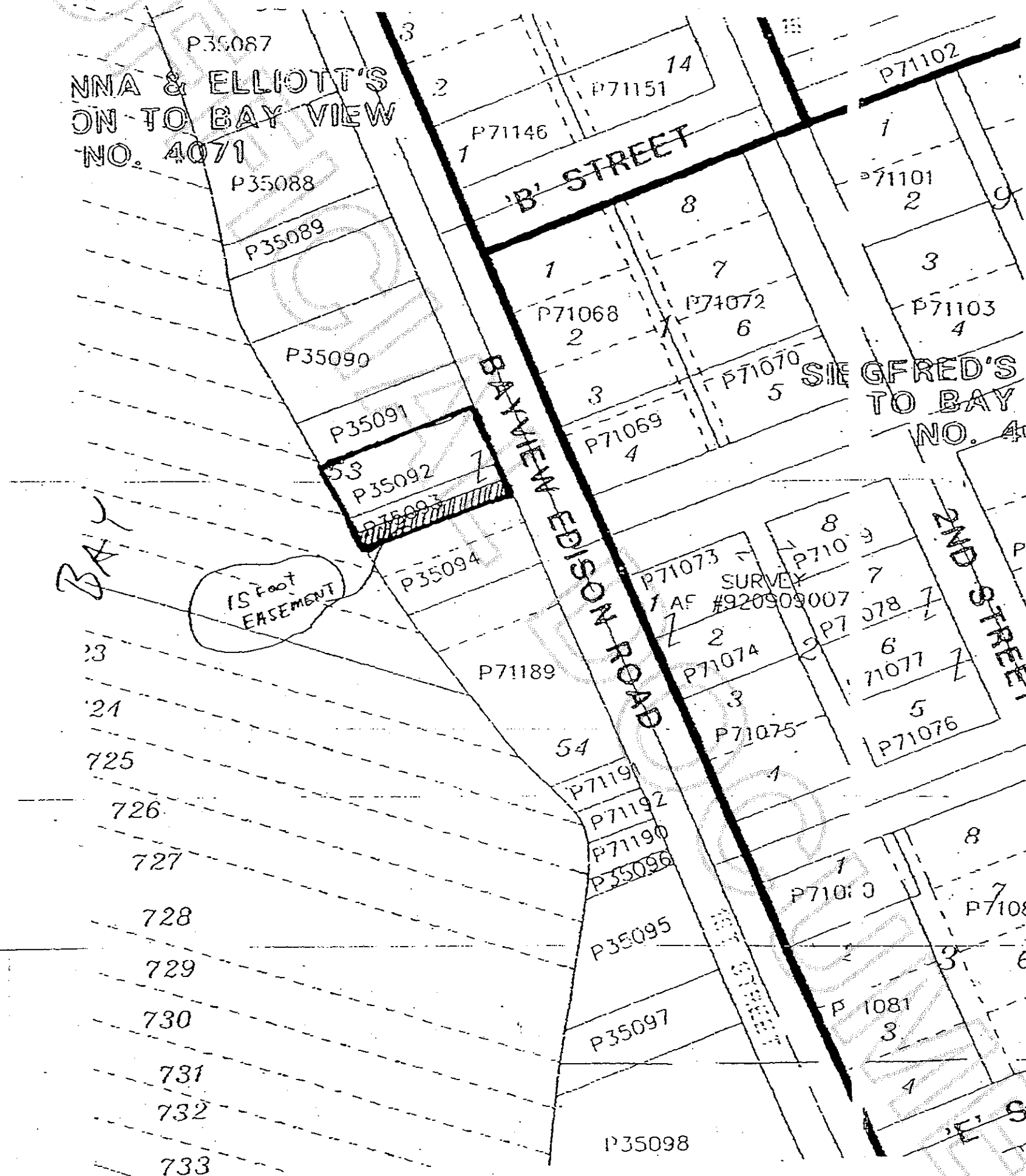
I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____, 2000, personally appeared before me ROBERT A. BIPPERT, Assistant Director, Division of Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

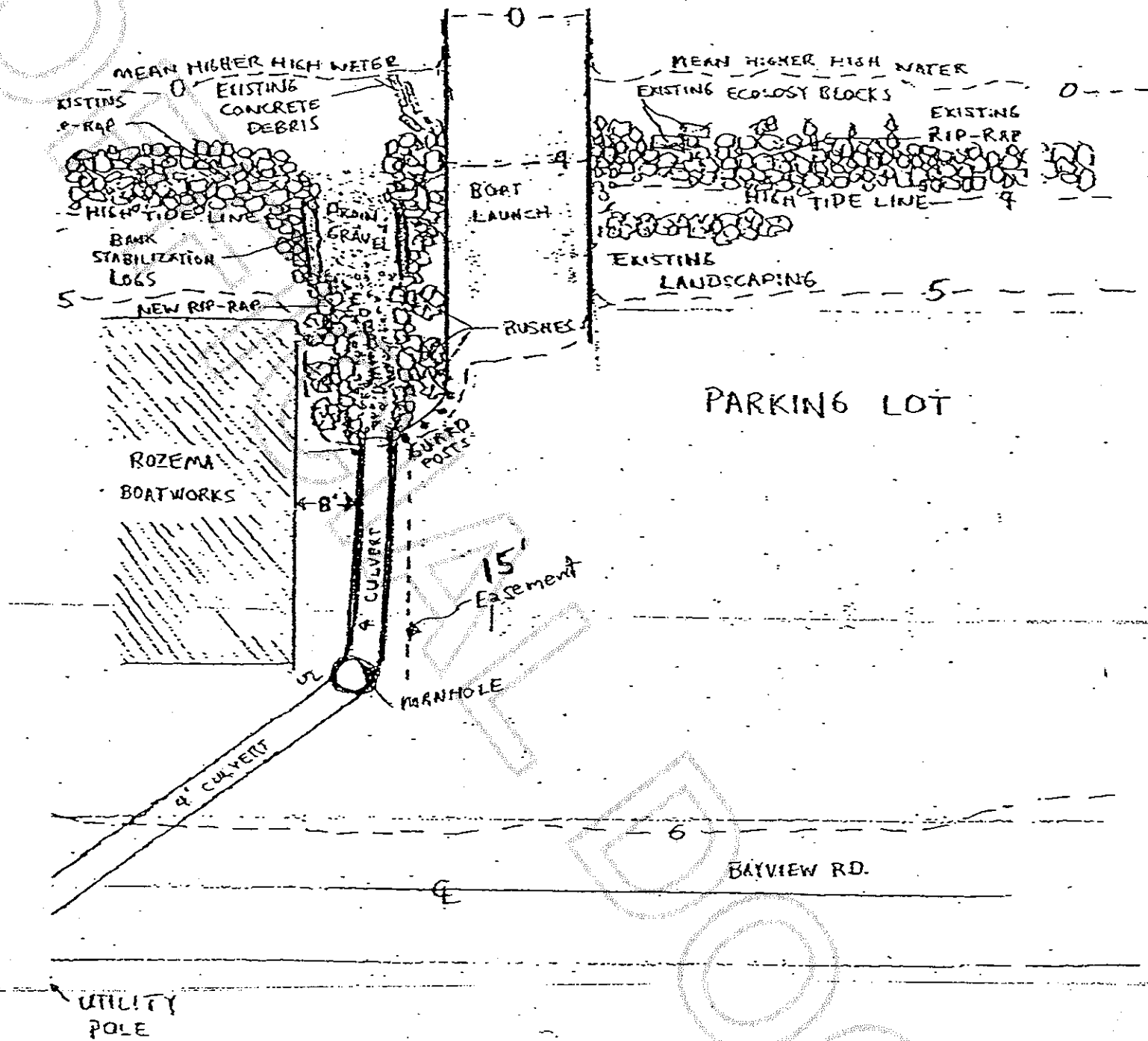


NNA & ELLIOTT'S
ON TO BAY VIEW
NO. 4071



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Exhibit "A, Page 2



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Skagit County Auditor