

Return Address:

City of Anacortes
Post Office Box 547
Anacortes, WA 98221



200104230168
, Skagit County Auditor

4/23/2001 Page 1 of 3 3:59:00PM

DOCUMENT TITLE: **Assignment of Easement**

REFERENCE NUMBER OF RELATED DOCUMENTS: **200104040099**

GRANTOR: **Sunset Cove Development LLC**

GRANTEES: **City of Anacortes, a Washington Municipal Corporation**

ABBREVIATED LEGAL DESCRIPTION:

Ptn of SE 1/4, Section 21, T35N, R1E, WM, Skagit County, WA

ASSESSOR'S TAX/PARCEL NUMBER: **P60638 and P60648**

ASSIGNMENT OF EASEMENT

This assignment is made and entered into by and between SUNSET COVE DEVELOPMENT LLC, a Washington Limited Liability Company ("Assignor"), and the CITY OF ANACORTES, a municipal corporation ("Assignee"), with reference to the following facts:

RECITALS

A. Assignor is grantee under a certain easement recorded in Skagit County, Washington under Auditor's file #200104040099, which is incorporated herein by reference. The Easement grants certain rights as to construction, reconstruction and maintenance of an underground sewer line across and under certain property described in the Easement.

B. Assignee desires to construct, operate and maintain a sewer line under the Easement grant; and

C. Assignor desires to assign to Assignee an exclusive right to construct, operate and maintain a sewer line under the Easement grant.

ASSIGNMENT

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Subject to all terms, conditions and covenants of this Assignment, Assignor hereby assigns to Assignee all rights, benefits, privileges and interests Assignor may have under the Easement to construct, operate and maintain a sewer line and appurtenances under the Easement referenced herein.

2. Assignee hereby acknowledges that Assignor may have certain duties which are to be discharged upon those portions of the Rights-of-Way described in paragraph 1 above. To the extent necessary to fully and completely discharge such duties, Assignor expressly reserves all rights, benefits, privileges and interests assigned under paragraph 1 above as an undivided interest in common with Assignee.

3. The rights and obligations of Assignor and Assignee shall inure to the benefit of and be binding upon their respective successors and assigns.

4. Assignee hereby warrants and represents that it is familiar with the contents of the Easement and shall faithfully and fully abide by all terms, covenants and conditions imposed thereby.

5. Assignor agrees to defend, hold harmless and indemnify Assignee from and against all claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from Assignor's breach of any term, condition or covenant of this Assignment or resulting from Assignor's negligence, negligent exercise, or negligent failure to exercise any right, benefit, privilege, duty or obligation granted or imposed by this Assignment; provided, however, that Assignor shall not have any obligation to indemnify Assignee from and against any claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from the sole negligence of the Assignee or Assignee's agents or employees.

Assignee agrees to defend, hold harmless and indemnify Assignor from and against all claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from Assignee's breach of any term, condition or covenant of this Assignment or resulting from Assignee's negligence, negligent exercise, or negligent failure to exercise any right, benefit, privilege, duty or obligation granted or imposed by this Assignment; provided, however, that Assignee shall not have any obligation to indemnify Assignor from and against any claims, liens, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from the sole negligence of the Assignor or Assignor's agents or employees.

DATED this 19th day of April 2001.

Assignor:

Sunset Cove Development LLC

By [Signature]
John J. Piazza
President, Piazza Construction,
Inc., Member

By [Signature]
William L. Obrock
President, Obrock/Sunset Inc.,
Member

Assignee:

City of Anacortes, a Washington
Municipal Corporation

By [Signature]
Its MAYOR

Assignment of Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 23 2001

Amount Paid \$ 0
Skagit County Treasurer
By: [Signature] Deputy



200104230168
Skagit County Auditor
4/23/2001 Page 2 of 3 3:59:00PM

STATE OF WASHINGTON

)

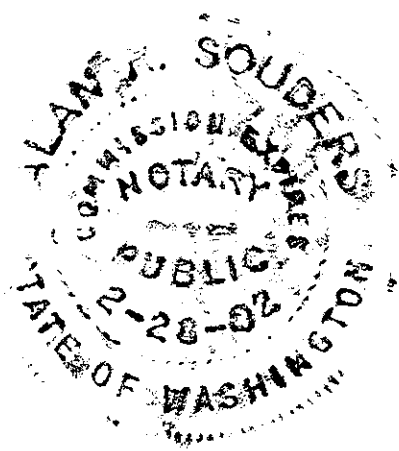
) ss.

COUNTY OF SKAGIT

)

On this 19th day of April 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. Piazza, to me known to be the person who signed as President of Piazza Construction, Inc., and William L. Obrock, to me known to be the person who signed as President of Obrock/Sunset Inc., which corporations are known to me to be members of Sunset Cove Development LLC, a Washington Limited Liability Company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they were duly qualified and acting on behalf of said company and that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Alan R. Souders

Alan R. Souders

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

My appointment expires 28 February 2002

STATE OF WASHINGTON

)

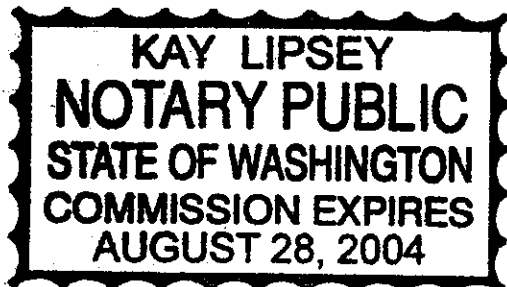
) ss.

COUNTY OF SKAGIT

)

On this 20th day of April 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. Dean Maxwell, to me known or satisfactorily identified to be the Mayor of the City of Anacortes, Washington, a municipal corporation that executed the within and foregoing instrument, and acknowledged 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 was duly qualified and acting on behalf of said municipal corporation and that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Kay Lipsey
KAY LIPSEY

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

My appointment expires Aug 28, 2004



200104230168

, Skagit County Auditor

4/23/2001 Page

3 of 3

3:59:00PM