

P35093

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

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

LEGAL DESCRIPTION:

Skagit County

GRANTEE(S):

State of Washington, Department of Ecology

GRANTOR(S):

Easement Deed - Josh Wilson Road Project
Deed No. 0464

DOCUMENT TITLE:

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

RETURN TO:

RECORDING COVER SHEET

1/8/2001 Page 1 of 7 9:32:42AM

200101080011
Skagit County Auditor

5/3/2001 Page 1 of 7 2:22:04PM

200105030062
Skagit County Auditor



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 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. 6464

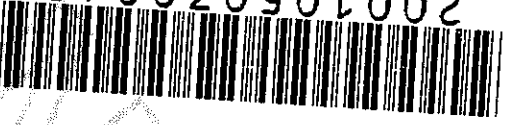
EASEMENT DEED

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.



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, Skagit County Auditor

5/3/2001 Page 2 of 7

2:22:04PM

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

SKAGIT COUNTY WASHINGTON
Real Estate Division
MAY 08 2001
Amount Paid \$
By AG
Skagit Co. Treasurer
Deputy

APPROVED AS TO FORM:
By AG
Skagit Co. Treasurer
Deputy

Date: 8/23/02

By: Mark L. Lahaie
Assistant Attorney General

SKAGIT COUNTY WASHINGTON
Real Estate Division
JAN 08 2001
Amount Paid \$
By AG
Skagit Co. Treasurer
Deputy



Skagit County Auditor
200105030062

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Harvey Wolden
Harvey Wolden, Chairman

Robert Hart
Robert Hart, Commissioner

Ted W. Anderson
Ted W. Anderson, Commissioner

Approved: _____
By: Chal A. Martin, P.E.
Director/County Engineer

Approved as to Form: _____
By: Hilary Thomas
Civil Deputy

Approved as to Indemnification: _____

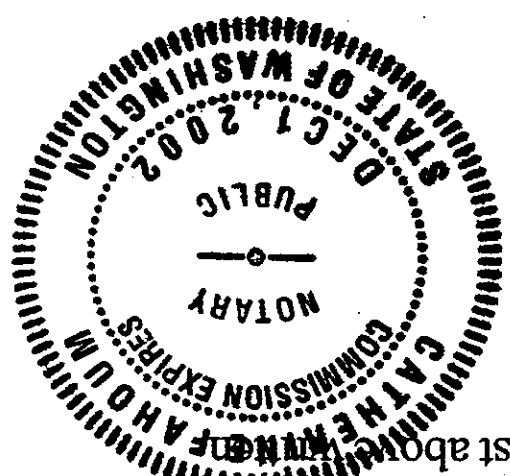
By: _____
Vincent Clay
Risk Manager

Approved: _____
By: Alicia Huschka
Budget Director

ATTEST: _____
Patti J. Chambers
Clerk of the Board



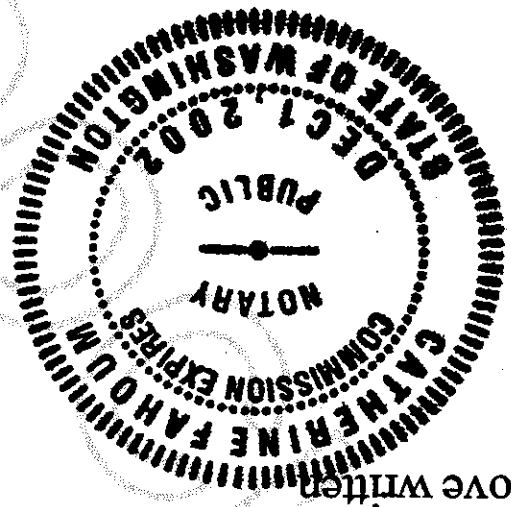
200105030062
Skagit County Auditor



STATE OF WASHINGTON)
(ss.)
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 25th day of April, 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



Catherine Fahoum
Notary Public in and for the State of Washington,
Residing at Issaquah
My commission expires Dec 1, 2002

STATE OF WASHINGTON)
(ss.)
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 25th day of April, 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

Catherine Fahoum
Notary Public in and for the State of Washington,
Residing at Issaquah
My commission expires Dec 1, 2001



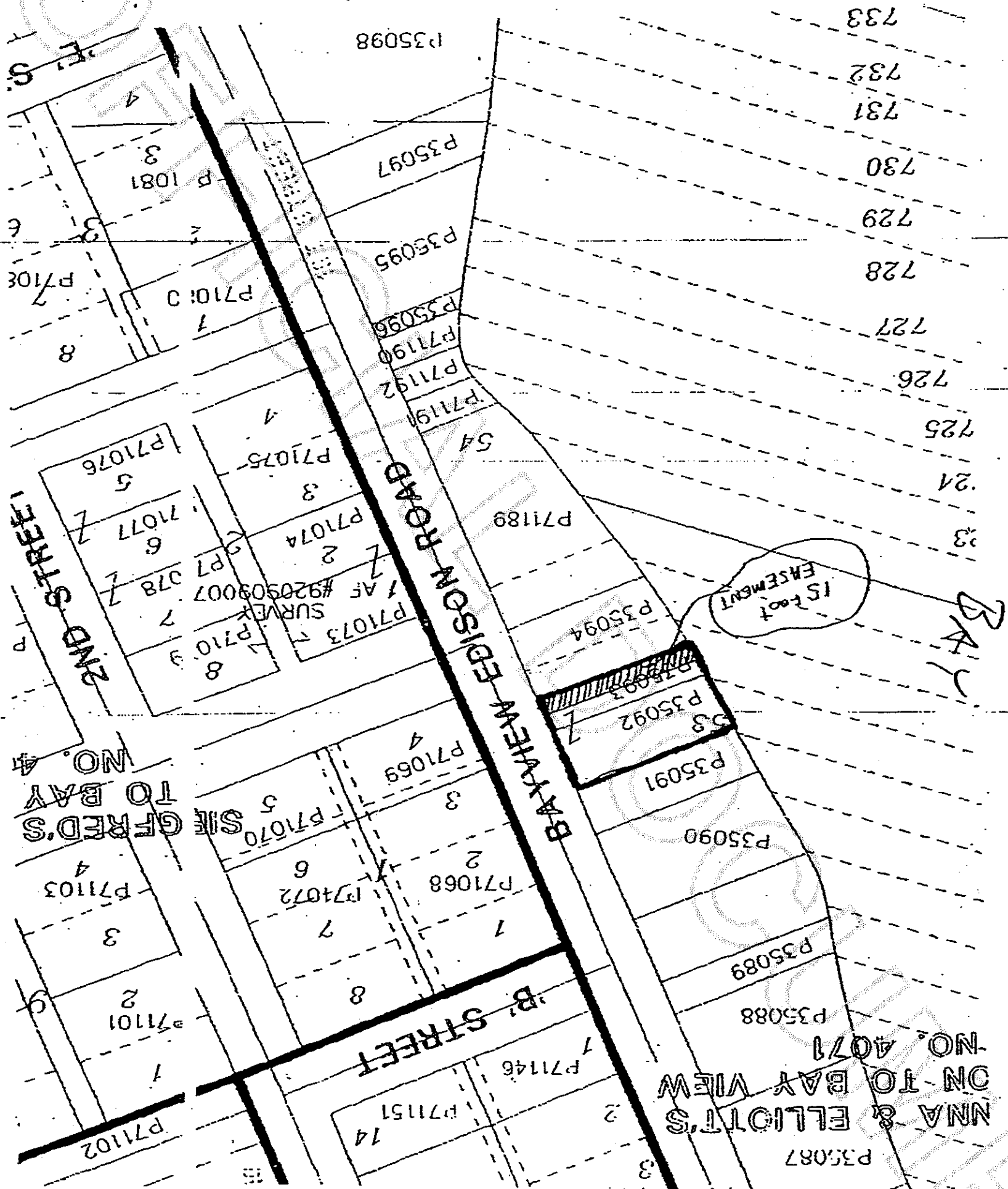


Exhibit "A", Page 1

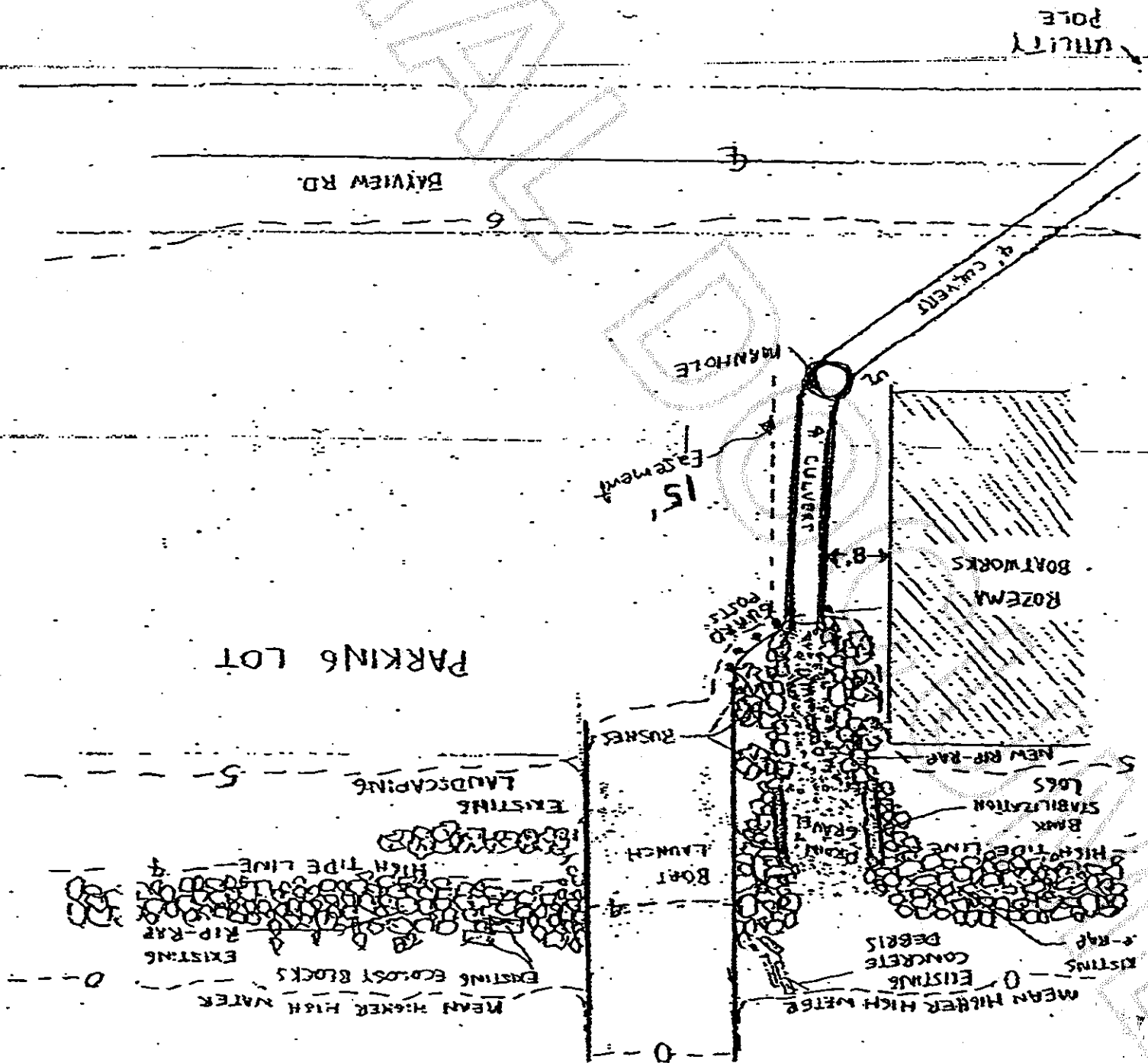


Exhibit A, Page 2