



200209160140

Skagit County Auditor

9/16/2002 Page 1 of 2 12:22PM

After Recording Please Return To:

Attn:

Skagit County Sewer District No. 2

17079 State Route 9

Mount Vernon, Washington 98274-9366

(360) 422-8373

Document Title(s): Permanent Right of Entry

Reference Number(s) of Documents Assigned or Released: _____

☐ Additional on page _____ of document.

Grantor(s): (Print Last name, First name, and Initials)

1. Perry, Michael R.

2. _____

3. _____

☐ Additional on page _____ of document.

Grantee(s): Skagit County Sewer District No. 2

Legal Description (abbreviated: i.e. lot, block, plat of section, township, range): Lot 1 of Perry Short Plat (AF#20020820053), Section 1, T33N, R4E, W.M., Skagit County, WA.

☐ Additional legal description is on page two of document.

Assessor's Property Tax Parcel / Account Number: P62076

☐ Additional Parcel Numbers for additional legals are on page _____ of document.

PERMANENT RIGHT OF ENTRY

THIS AGREEMENT made this 9th day of April, 2002, by and between SKAGIT COUNTY SEWER DISTRICT NO. 2, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee" and

Michael R. Perry and
_____, hereinafter termed "Grantor(s)".

That the said Grantor(s) hereby grant to Skagit County Sewer District No. 2, hereinafter called the "District", a right-of-entry on and over "the property" for access to the sanitary sewer system constructed on the property as part of the Perry Short Plat Sewer Extension, DE#01-01.

Access will be over the parcel number listed above, "the property", and upon the following terms and conditions: Grantor(s) hereby grant the District a perpetual right to enter upon the designated property. This right-of-entry shall be for the purpose of access, use of tools, vehicles or equipment, layout of hoses and other activities related to maintenance and operation of the sewer system, This right-of-entry shall be

a covenant running with the land and shall be binding on the Grantor(s) and any successors, heirs and assigns until completion.

The District shall coordinate the dates and times of access with the property owner at least 48 hours in advance of the date(s) of access, except in cases of emergency. The District shall, at all times, conduct the activities on Grantor(s)' property so as not to interfere with, obstruct, or endanger Grantor(s)' operations or facilities. Upon completion of their activities, the District shall, at no expense to Grantor(s), restore Grantor(s)' property as close as reasonably possible to its condition prior to the District's entry thereon.

The District agrees to release, indemnify and promise to defend and save the Grantor(s) harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor(s) in defense of any action resulting or arising directly or indirectly on account of or out of acts or omissions of the District or its servants, agents, employees or contractors in the exercise of the rights granted under this right of entry; provided however, this paragraph does not purpose to indemnify Grantor(s) against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantor(s) or Grantor(s)' agents or employees. Grantor(s) shall bear no costs or expense whatsoever in connection with the District's activities, other than usual sewer service charges.

IN WITNESS WHEREOF, the said Grantor(s) have hereunto signed his/her/their names this 9th of April, 2002.

By: Michael R. Perry

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

By: _____

STATE OF WASHINGTON

COUNTY OF WHATCOM

} SS

SEP 16 2002

Amount Paid \$0
Skagit Co. Treasurer

By: DC Deputy

I, the undersigned, a notary public in and for the State of WASHINGTON, hereby certify that on this 9th day of APRIL, 2002, personally appeared before me

and MICHAEL R. PERRY, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Donna J. Heerspink
Notary Public in and for the State of WASHINGTON
residing at BELLINGHAM, WA
My commission expires 11-08-04



SCSD2permROE

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9/16/2002 Page 2 of 2 12:22PM