



200404300212

Skagit County Auditor

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**AFTER RECORDING RETURN TO:
JANICE MARLEGA, P.E.
SKAGIT COUNTY PUBLIC WORKS DEPARTMENT
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273**

DOCUMENT TITLE: BARGAIN AND SALE DEED

DATE SIGNED: February 26, 2004

GRANTOR: VERIZON NORTHWEST INC.,

GRANTEE: TOWN OF CONCRETE

COUNTY CONTRACT NO.:

P 70518
PTN Lot 1 BL 4 Baker

After recording mail to:

SKAGIT COUNTY
Public Works Dept.
1800 Continental Place
Mount Vernon, WA 98237-5625

BARGAIN AND SALE DEED

GRANTOR: Verizon Northwest Inc., a Washington corporation
GRANTEE: Town of Concrete, a Washington municipal corporation
Abbreviated Legal Description: a ptn of Lot 1, Blk 4, Baker
Full Legal Description Located on Exhibit "A"
Assessor's Property Tax Parcel Account Number: 4048-004-001-0403

THE GRANTOR, Verizon Northwest Inc., a Washington corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, bargains, sells and conveys to Town of Concrete, a Washington municipal corporation, the real estate described in Exhibit "A" attached hereto and incorporated herein, situated in the County of Skagit, and State of Washington.

This foregoing grant of real property is subject to non-delinquent taxes, all easements, covenants, conditions and restrictions, and all other matters of record affecting title to such property.

Town of Concrete acknowledges that the property may or may not contain certain hazardous materials and that Verizon Northwest Inc. makes no representation or warranty to Town of Concrete regarding the presence or absence of any hazardous materials on or under the property. Town of Concrete hereby acknowledges that prior to purchasing this property, it examined the property, including conducting such physical inspections as Town of Concrete deemed necessary, and reviewed such reports or other documents that it deemed necessary and has approved the environmental condition of the property.

Upon the execution of this Deed by the Grantor, Town of Concrete shall indemnify, defend and hold Verizon Northwest Inc. harmless from any and all claims, demands (including demands by any governmental agency), liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation reasonable attorneys' fees, arising out of or with respect to (1) hazardous material on or under the property, or migrating to or from the property at the time of sale or released on or under the property subsequent thereto, and



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(2) any clean-up of any and all hazardous material which might remain or subsequently be placed on or under the property.

Upon the execution of this Deed by Grantor, Town of Concrete agrees as follows:

Town of Concrete and its employees, contractors, agents, and each of them, and its successors, assigns, heirs, devisees and executors, agree to forever release, discharge and acquit Grantor and its parent, subsidiary and/or affiliate corporations, partnerships (general and limited), partners, directors, officers, shareholders, and employees, and each of them (collectively, "Releasees"), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of duty of any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, costs, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character (including without limitation reasonable attorneys' fees) (collectively "Claims"), and irrespective of how, why or by reason of what facts, whether heretofore or now existing, or which could, might or may be claimed to exist in the future, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, including all Claims for nondisclosure, or unsuitable recommendation, each as if fully set forth herein at length, which in any way arise out of, or are connected with or relate to (1) any hazardous material on or under the property, or migrating to or from the property, at the time of sale or released on or under the property subsequent thereto, and (2) any required clean-up of any and all hazardous material which might remain or subsequently be placed on or under the property, including without limitation any personal injuries suffered by any person or persons.

Town of Concrete and its successors, assigns, heirs, devisees and executors, agrees, represents and warrants that the matters released above are not limited to matters which are known or disclosed, and hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of any statutes, rights, remedies or benefits of any jurisdictions, state and federal with regard to releases of unknown or undisclosed claims. In connection with the release contained above, Town of Concrete agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the release contained above has been negotiated and agreed upon in light of that realization and that it nevertheless hereby intends to release, discharge and acquit Grantor and Releasees from any such unknown Claims to the extent provided herein.

Town of Concrete hereby agrees, represents and warrants that it has had advice of counsel of its own choosing in negotiations for and the preparation of this Deed, that it has read the release contained above, that the provisions of the



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release have been fully explained by such counsel, and that Town of Concrete is fully aware of their contents and legal effect.

All covenants contained herein shall be binding on successors and assigns.

DATED this 26th day of February, 2004.

Executed as of the date herein above set forth.

VERIZON NORTHWEST INC.,
a Washington corporation

By: 

Title: Manager - Transactions (West)
Verizon Corporate Real Estate

ACCEPTED AND AGREED:

TOWN OF CONCRETE, a
Washington municipal
corporation

By: 

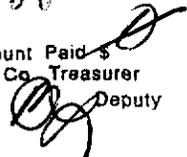
Title: Mayor

By: _____

Title: _____

2113
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 30 2004

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss

I certify that I know or have satisfactory evidence that J. Toussignant is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ~~authorized representative~~ VERIZON NORTHWEST INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26th day of February, 2004.

Sunita K. Dean

Notary Public
Residing at Thousand Oaks, CA

(SEAL)



STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss

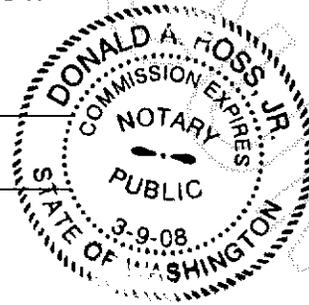
I certify that I know or have satisfactory evidence that John Rantsehler is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of TOWN OF CONCRETE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26 day of February, 2004.

Donald A. Ross, Jr.

Notary Public
Residing at Skagit County

(SEAL)



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Legal Description:

A triangular portion of the Northeast corner of the north 114 feet of Lot 1, Block 4, Plat of Baker, according to the plat thereof recorded in Volume 3 of Plats, page 63, records of Skagit County, Washington; EXCEPT the North 6 feet thereof; ALSO EXCEPT that portion thereof condemned for highway purposes by the State of Washington by decree entered February 18, 1972 in Skagit County Superior Court, Cause No. 32400; ALSO EXCEPT that portion lying east of said portion condemned for highway purposes; said triangular portion more particularly described as follows:

Beginning at a point on the southerly right-of-way of Main Street 13.9 feet westerly from the Northeast corner of the above described parcel; thence S 89° 51' 46" E 13.9 feet; thence S 0° 8' 14" W 9.6 feet along the westerly right-of-way of Dillard Street; thence northwesterly to the point of beginning.

The basis of bearings for this description is S 89° 51' 46" E between the monuments found at the intersection of Main Street and N. Baker Street and at the intersection Main Street with the westerly right-of-way line of Dillard Street.

Situate in the Town of Concrete, County of Skagit, State of Washington.

Total area: 66.7 square feet.



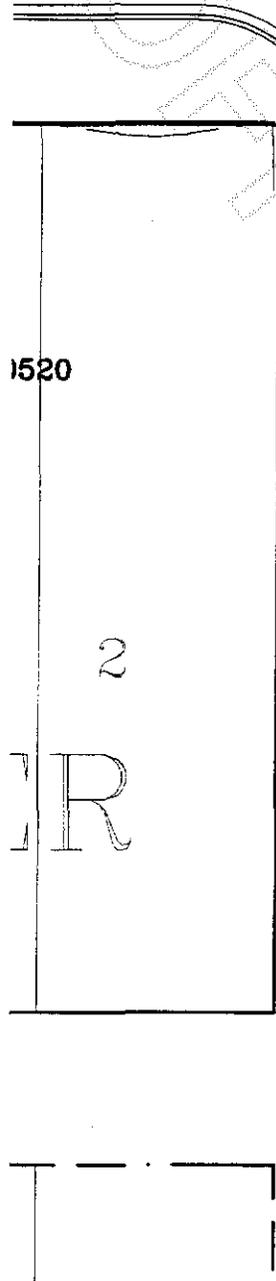
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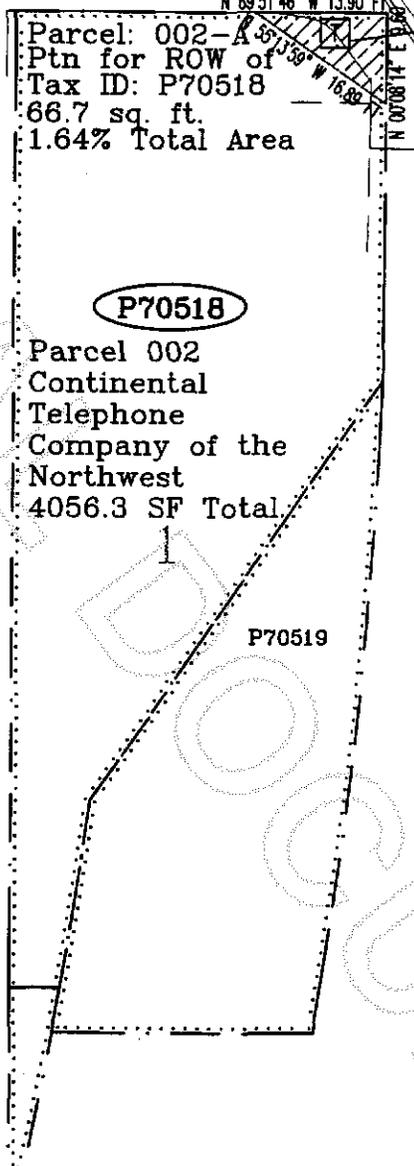
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Exhibit "A" p. 1



THOMPSON STREET



DILLARD AVENUE

Parcel: 002-A
 Ptn for ROW of
 Tax ID: P70518
 66.7 sq. ft.
 1.64% Total Area

P70518

Parcel 002
 Continental
 Telephone
 Company of the
 Northwest
 4056.3 SF Total

P70519

Exhibit "A" p. 2



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