



200412290096

Skagit County Auditor

12/29/2004 Page 1 of 4 1:26PM

Document Title: Utility Easement

Reference Number:

Grantor(s):

☐ additional grantor names on page ____.

1. Donald Wright

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Town of LaConner

2.

Abbreviated legal description:

☒ full legal on page(s) 1.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P74395



Town of La Conner

Utility Easement

The undersigned, Donald Wright, Grantor(s), heirs, successors and assigns (hereinafter together referred to as the "Grantor"), hereby conveys and grants to the Town of La Conner, a municipal corporation of the State of Washington, its successors and assigns (hereinafter referred to as the "Town"), a permanent easement over, across, along, in, upon and under the following described portion of the above described property:

Beginning at 7 feet southwest of the southwest corner of Lot 2, Block 21 of Syndicate Addition to La Conner, thence northwest along the property boundary a distance 6 feet, thence northeast along the property boundary 16 feet, thence southeast parallel to the southwest line 6 feet to Lot 1 boundary, thence 16 feet along Lot 1 northwest boundary to the point of beginning.

Being a portion of the following described real property (P74395) located in Skagit County:

Lot 1 and the Southwesterly 13 feet of Lot 2, Block 21, Map of Syndicate Addition of the Town of La Conner, according to the plat thereof recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situated in Skagit County, Washington.

The Town shall have the right, without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property or easement and adjoining the property owned by the Grantor and his assigns an successors for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing, and installing a Stormwater line, together with all connections and appurtenances thereto, together with the right of ingress and egress from said property for the foregoing purposes.



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The Grantor, by executing this Easement, and the Town, by accepting and recording this Easement, do hereby mutually covenant and agree as follows:

Utility Easement, (Grantor)

1. The Town shall, if the above described property or easement is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described property or easement as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
2. The Town shall protect and save harmless the Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss of or destruction of property suffered by Grantor, Grantor's heirs, successors, and assigns or by any persons, firms, or corporations, because of the maintenance of said facilities; provided however, that this is hold harmless shall not apply to Grantor's or Grantor's successor-in-interest negligence, or to any damage or injury resulting from a violation of paragraph 5 herein.
3. The Grantor warrants that the Grantor has good title to the above property and warrants the Town title to, and quiet enjoyment of, the easement conveyed hereby.
4. All right, title and interest, which may be used and enjoyed without interfering with the easement rights herein conveyed, are reserved to the Grantor. The construction, installation or maintenance, after the date of this Agreement, however, of structures of a permanent nature
 - a. Within the above described permanent easement, or
 - b. Outside the aforementioned easements, but intruding into the easements so as to interfere with maintenance and repair of the utilityshall be deemed an encroachment upon said easement rights and as to such structures the provisions of Paragraph 1 and 2 shall not apply; and further Grantor, Grantor's heirs, successors and assigns shall be obligated to remove said encroachment at Grantor's or Grantor's heirs, successors and assigns expense.
5. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the easement or on Grantor's property which would disturb or damage the facility (pipes, manholes, catchbasins, etc.) specified herein, such as unearthing or undermine Town's facilities or endanger the lateral support to said facilities.
6. The Grantor herein grants to the Town and to those acting under the Town the use of such additional area immediately adjacent to said easement as shall be required for the installation, operation, maintenance, and repair of the facility specified herein located in the above described easement; provided that such additional area shall be held to a minimum and returned to its original state by the Town or its agents.
7. Should either party hereto, or their heirs, successors or assigns, institute a suit to enforce any covenant or right granted herein, the prevailing party shall recover its costs of litigation, including a reasonable attorney's fee.



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8. The covenants contained herein are intended to and shall run with the land and shall benefit the parties hereto and their respective successors and assigns.

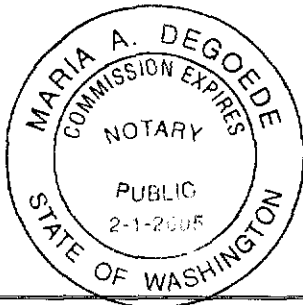
Dated the 30 day of NOV 2004

Donald L Wright

Donald Wright, Grantor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me, the undersigned Notary Public in and for the State of Washington, to me known to be the individual above described, who executed the forgoing Utility Easement and acknowledged to me that said instrument was signed free and voluntary act and deed, for the uses and purposes herein mentioned.



Dated November 30, 2004

Maria A. DeGoede

Notary Public in and for the State of Washington at Town Hall

My appointment expires
2-1-05

Dated the 3rd day of December 2004

Wayne Everton

Wayne Everton, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

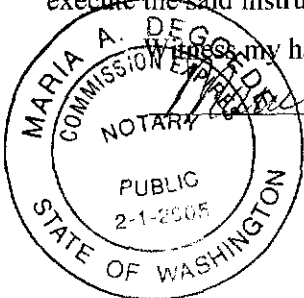
Easement
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

DEC 29 2004

Amount Paid \$0
Skagit County Treasurer
By: MAM Deputy

On this 3rd day of December 2004 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Wayne Everton to me known to be the Mayor, respectively of the Town of La Conner, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the say and year first above written.



Notary Public in and for the state of
Washington, residing at Row

My commission expires: 2-1-05

Printed Name: Maria A. DeGoede

Wright Storm Easement



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