

After Recording Please Return To:

Attn:
Town of La Conner
Post Office Box 400, 2nd and Douglas
La Conner, Washington 98273-9366
(360) 466-3125



200504130068
Skagit County Auditor

4/13/2005 Page 1 of 4 11:30AM

Document Title(s): Sanitary Sewer Easement
Reference Number(s) of Documents Assigned or Released: _____
Grantor(s): (Print Last name, First name, and Initials)
1. Bank of America, N.A.
Grantee(s): Town of La Conner
Legal Description (abbreviated): A portion of Lots 10 and 11, Block T, La Conner
 Additional legal description is on page one of document.
Assessor's Property Tax Parcel / Account Number: P74084

E A S E M E N T

THIS AGREEMENT made this 4th day of February, 2005 by and between THE TOWN OF LA CONNER, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee" and Bank of America, N.A., hereinafter termed "Grantor".

WITNESSETH:

Grantor, for valuable consideration in hand, the adequacy of which is acknowledged by the Grantor, does by these presents grant, convey and warrant unto the Grantee a perpetual easement for sewer collection pipes with the necessary appurtenances through, over and across the following described property situated in Skagit County, Washington, more particularly described as follows:

THE WEST 60 FEET OF LOTS 10 AND 11, BLOCK T, "MAP OF LA CONNER, WHATCOM COUNTY, WASHN. TERRY, 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 13 2005

Amount Paid \$
By [Signature]
Skagit Co. Treasurer Deputy

Esmt. No. 74084

Said a permanent easement shall be over, across, along, in, upon and under the following described portion of the above-described property:

THE SOUTHERLY 10 FEET OF THE WEST 60 FEET OF LOT 10, BLOCK T, MAP OF LA CONNER, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

A sketch depicting the location of this easement is attached hereto as Exhibit A and by reference thereto is made a part hereof.

Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose of constructing, repairing, altering, or reconstructing said sewer main, or making any connections therewith, without incurring any legal obligation or liability therefore; provided that such constructing, repairing, altering, or reconstructing of said sewer main shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee and further provided that such entry does not block Grantor's (and Grantor's customers') access to Grantor's business *provided*, that in the event of an emergency, the Grantee may enter the easement area to make repairs at any time and without notice to prevent property damage or personal injury..

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.

Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liability incurred by Grantor as a result of Grantee's negligence, or the negligence of Grantee's employees, contractors and agents, in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of Grantor's employees, contractors and agents.



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This easement shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both parties hereto.

GRANTOR:

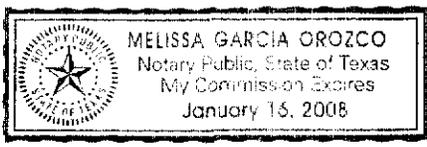
CORPORATE SEAL

BY: Judy Wilkerson

Title: A.V.P.

Dallas
STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 4 day of February, 2005, personally appeared before me Judy Wilkerson, to me known to be the AVP of Bank of America, N.A and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said Corporation.



Melissa Amos
Notary Public in and for the State of Texas
Washington, residing at Dallas
Appointment expires 1-15-08



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Skagit County Auditor

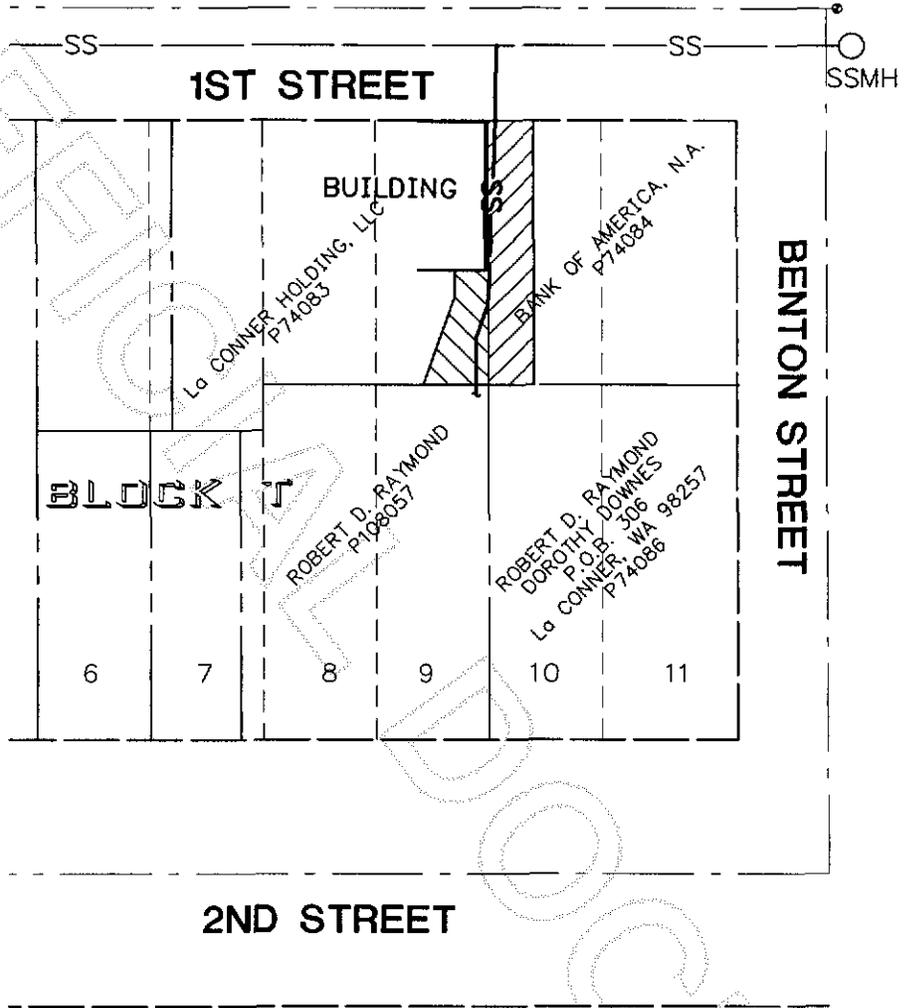
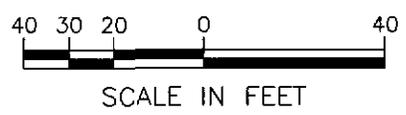


EXHIBIT A



P74084 Tax Lot Number
 Permanent Easement

TOWN OF LaCONNER SANITARY SEWER EASEMENTS IN SE 1/4 36-34-02		Scale
 <small>12507 BEL-RED ROAD SUITE 101 BELLEVUE, WA 98005-2500</small>		1"=40'
<small>CHS ENGINEERS, LLC TEL (425) 637-3693 FAX (425) 637-3694</small>		Sheet
Drawn by <u>VLG</u>	Approved by <u>EH</u>	1/1
Checked by <u>HB</u>	Date <u>12-04</u>	



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