

Recording Requested By And
When Recorded Mail To:

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284



200703220095

Skagit County Auditor

3/22/2007 Page 1 of 8 11:41AM

DOCUMENT TITLE: EASEMENT FOR SEWER LINES

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): The County of Skagit and the Sedro-Woolley Sub Flood Control Zone

GRANTEE(S): City of Sedro-Woolley

ABBREVIATED LEGAL DESCRIPTION: Ptn of W 50' of E 70' of Lot 2, Jameson Acreage, Vol 3,
P 20

ASSESSOR'S TAX / PARCEL NUMBER(S): 4163-000-002-0300 P76501

\$0 consideration

FIRST AMERICAN TITLE CO.

83556

EASEMENT FOR SEWER LINES

The undersigned, **The County of Skagit and the Sedro-Woolley Sub Flood Control Zone** ("Grantor"), for and in consideration of the public good, mutual benefits and other valuable consideration, hereby grants to the **City of Sedro-Woolley**, a municipal corporation in Skagit County, Washington ("Grantee"), and its successors and assigns, an Easement for Sewer Lines including sewer lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property"). The Easement granted by Grantor herein shall be an easement for the benefit of Grantee over, upon, across, through and under the Real Property, such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress with all necessary vehicles and equipment for said purposes. The Grantor as well as other property owners may connect to the sewer line within the easement area. The Grantee may access the easement through the Real Property as well as the easement area, for purposes of installation, repair, and maintenance, in a reasonable manner.

2. Right of Entry. Grantee shall have the right, without notice and at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain,

inspect, repair, remove, replace, renew, use and operate the Sewer Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its original or pre-existing condition after any material disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit, or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee's prior approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, without consent of Grantee, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Sewer Lines.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement. The covenants and agreements of this easement shall be binding upon the successors and assigns of any or all parties hereto.

5. Hold Harmless. The Grantee, its heirs, successors, and assigns agree to indemnify, hold harmless, and defend the Grantor, its elected officials, officers, employees, agents, and volunteers from and against any all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorney's fees arising out of, relating to, or resulting from installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using, and operating the Sewer Lines including claims arising from other property owners connecting to the Sewer Lines, except for such damages or other losses caused by or resulting from the sole negligence of the Grantor, its elected officials, officers, employees or agents.

6. Termination. This easement shall continue until such time as the sewer system is removed and the physical property is restored to the conditions that existed at the granting of this easement.

7. Recording. Upon its execution, the Easement shall be recorded with the Skagit County Auditor.

DATED this 20th day of March, 2006.



GRANTOR

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Ted W. Anderson
Ted W. Anderson, Commissioner

Don Munks
Don Munks, Commissioner

For Agreements under \$5,000.00

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

APPROVED:

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

By: Billie Kadrmas
Billie Kadrmas
Risk Manager

By: Trisha Logue
Trisha Logue, CPA
Budget/Finance Administrator

Approved as to Form:

By: Melinda Miller
Melinda Miller
Civil Deputy

GRANTEE

Sharon Miller
MAYOR

ATTEST:

Patricia K. Nelson
CITY CLERK

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 22 2007

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

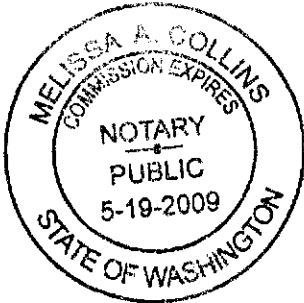


200703220095
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ted W Anderson and Don Munks, Sedro Woolley sub are the Authorized Agents of Skagit County Commissioner Blood Control Zone who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 20th day of March, 2006.

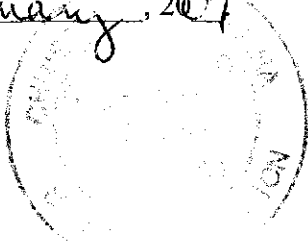


Melissa A. Collins
Melissa A. Collins (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Stanwood
My Commission expires 5-19-2009

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Sharon Dillon and Patsy Nelson appeared before me, acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the Mayor and City Clerk of City of Sedro-Woolley, to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 11th day of January, 2007.



Christine A. Saksena
Christine A. Saksena (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit Co.
My Commission expires 7/23/09



EXHIBIT "A"
ENTIRE PARCEL LEGAL DESCRIPTION
FOR

SKAGIT COUNTY AND THE SEDRO-WOLLEY SUB FLOOD CONTROL ZONE
(ASSESSOR'S PARCEL NO. P76501)

April 7, 2005

The west 50 feet of the east 70 feet of Lot 2, "MAP OF ACREAGE
PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF
SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., (sometimes
referred to as Jameson Acreage", according to the plat thereof
recorded in Volume 3 of Plats, page 20, records of Skagit County,
Washington,



EXHIBIT "B"
LEGAL DESCRIPTION
FOR

THE CITY OF SEDRO-WOLLEY
OF A SEWER EASEMENT TO BE ACQUIRED FROM
SKAGIT COUNTY AND THE SEDRO-WOLLEY SUB FLOOD CONTROL ZONE
(ASSESSOR'S PARCEL NO. P76501)

April 7, 2005

That portion of the west 50 feet of the east 70 feet of Lot 2, "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., (sometimes referred to as Jameson Acreage)", according to the plat thereof recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, lying northwesterly of State Route 20 and southwesterly of the following described line:

Beginning at a point on the east line of said west 50 feet which lies 8.86 feet north of the intersection of said east line with the north line of State Route 20: thence Southwesterly, a distance of 53.71 feet, more or less, to a point on the west line of said west 50 feet which lies 15 feet northwesterly, when measured at right angles, from the north line of State Route 20 and terminus of this line description.

Containing 0.01 acres in the sewer easement.



Exhibit "C"

