

7/24/2007 Page

1 of 4 3:29PM

After Recording Please Return To:

Skagit County Sewer District No. 2 17079 State Route 9 Mount Vernon, Washington 98274 (360) 422-8373

Document Title(s): Easement

Reference Number(s) of Documents Assigned or Released: <u>N/A</u>

[] Additional on page _____ of document.

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

1.Marron, Brian	
2	
S [] 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): __Portion of Lots 6 and 7, Block 7, Plat of Reserve Addition to the Town of Montborne, Vol 2, Pg. 59, in Sec. 6, T33N, R5E.

[X] Additional legal description is on page two of document.

Assessor's Property Tax Parcel / Account Number: P74730

EASEMENT

THIS AGREEMENT made this <u>17</u> day of <u>July</u>, 20<u>e7</u>, by and between SKAGIT COUNTY SEWER DISTRICT NO. 2, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee" and <u>Brian Marron</u>, hereinafter termed "Grantor".

WITNESSETH:

That the said Grantor for valuable consideration does by these presents grant unto the Grantee a perpetual right-of-way or easement for sewer mains with the necessary appurtenances through, over and across the following described property situated in Skagit County, Washington, more particularly described as follows:

LOTS 6 AND 7, BLOCK 7, PLAT OF RESERVE ADDITION OT THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF, RECORDED IN

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Esmt. No. 07-06-01

VOLUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE EASTERN RAILWAY), LYING EASTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE SOUTHWESTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF LOT 7, BLOCK 7, AS SAID LINES ARE DELINEATED ON THE PLAT OF RESERVE ADD. TO THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF, REOCORDED IN VLOUME 2 OF PLATS, PAGE 59, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO TOGETHER WITH THE ADDITIONAL RAILWAY RIGHT-OF-WAY LYING BETWEEN SAID 100 FOOT WIDE RIGHT-OF-WAY AND SAID BLOCK 7 AND WITHIN SAID SOUTHWESTERLY EXTENSION LINES.

THIS EASEMENT IS THE SOUTHWESTERLY TEN (10) FEET OF THE ABOVE-DESCRIBED PARCEL.

TOGETHER WITH TEMPORARY CONSTRUCTION EASEMENTS DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY FIFTEEN (15) FEET OF THE SOUTHWESTERLY TWENTY-FIVE (25) FEET OF THE ABOVE DESCRIBED PARCEL, SAID TEMPORARY CONSTRUCTION EASEMENT SHALL REMAIN IN FORCE DURING COSNTRUCTION AND UNTIL SUCH TIME AS THE SEWER MAINS AND APPURTENANCES HAVE BEEN ACEPTED FOR MAINTENANCE AND OPERATION BY SKAGIT COUNTY SEWER DISTRICT, NO.2.

CONSTRUCTION WITHIN THESE EASEMENTS MAY BE PREFORMED BY A THIRD-PARTY UNDER CONTRACT OR AGREEMENT WITH THE GRANTEE.

That said 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 maintaining, constructing, repairing, altering, or reconstructing said sewer main and appurtenances, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that such maintaining, constructing, repairing, altering, or reconstructing of said sewer main and appurtenances 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.

2

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2 of

7/24/2007 Page

4 3:29PM

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 appurtenances and so long as no plants, shrubs, tees, vegetative ground covers, permanent buildings or structures are planted, placed or erected on said easement.

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:

STATE OF WASHINGTON

COUNTY OF SKAGIT

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this <u>12t</u> day of <u>5</u>, <u>2007</u>, personally appeared before me <u>Brian</u> <u>Marrow</u> and <u>5</u>, to me known to be the individuals 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.

)SS

Notary Public in and for the State of Washington, residing at <u>Avauntus</u>, WA Appointment expires <u>August 6, Joos</u>

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

JUL 2 4 2007

Amount Paid 🖌 Skagit Co. Treasurer Am Deputy





3

