

Recording Requested By And
When Recorded Mail To:

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



200711300014
Skagit County Auditor

11/30/2007 Page 1 of 8 9:55AM

DOCUMENT TITLE: EASEMENT FOR SEWER LINES

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Holtcamp Properties, LLC

GRANTEE(S): City of Sedro-Woolley

ABBREVIATED LEGAL DESCRIPTION: Ptn of Lots 11 & 12, Jameson Acreage

ASSESSOR'S TAX / PARCEL NUMBER(S): 4163-000-011-0101 P76527 and 4163-000-012-0001 P76529

GUARDIAN NORTHWEST TITLE CO.

82991

EASEMENT FOR SEWER LINES

The undersigned, **Holtcamp Properties, LLC, a Washington Limited Liability Company** ("Grantor"), for and in consideration of fifteen thousand Dollars (\$15,000.00), hereby grants and conveys to the **City of Sedro-Woolley**, a municipal corporation in Skagit County, Washington ("Grantee"), and its successors and assigns, a permanent 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 a permanent 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 condition prior to 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. Additional Requirements. Grantee shall pay to the Grantor or lessee for any and all loss and/or damage of crops by the construction of the sewer line for a minimum of one (1) growing year on the Grantors fee owned land.

5. Temporary Construction Easement. In addition to the Permanent Easement granted under this agreement, Grantor conveys and warrants to Grantee a temporary construction easement for access over, through, across and upon the property described in Exhibit "A", more specifically identified in Exhibit "D" ("Temporary Easement Area") and depicted on Exhibit "C", situate in the County of Skagit, State of Washington, for the construction of public sanitary sewer improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way. Grantee, its contractors, agents and permittees, shall have the right at such times as may be necessary, to enter upon the Temporary Easement Area, including entry into private improvements located in the Temporary Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said improvements, or making any connections therewith, including utility connections; without incurring any legal obligation or liability therefore, provided, that such construction, maintenance, repair, alteration or reconstruction shall be accomplished in such a manner that the private improvements existing within the easement shall not be disturbed or damaged, or in the event they are disturbed or damaged, they shall be restored or replaced in as good a condition as they were immediately before the property was entered upon by the Grantee. The term of this Temporary Easement is twelve months from the date the Grantee's contractor actually begins construction on this project. *Private improvements includes soil conditions.*

6. 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.



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

DATED this 10th day of October, 2007.

GRANTOR Holtcamp Properties, LLC By <u>Wm. Holtcamp</u> Its <u>member</u> By <u>Mildred Holtcamp</u> Its <u>member</u>	GRANTEE <u>[Signature]</u> MAKOR ATTEST: <u>Betsy K. Nelson</u> CITY CLERK
--	--

5455
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 30 2007

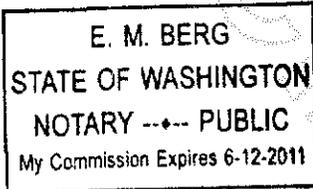
Amount Paid \$ 272.00
Skagit Co. Treasurer
By mum Deputy



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
WILLIAM HOLT CAMP and MILDRED HOLT CAMP
are the Authorized Agents of Holtcamp Properties, LLC 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 10th day of
OCTOBER, 2007.

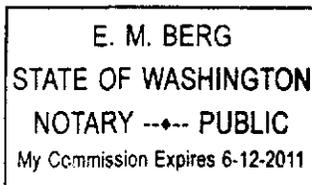


[Signature]
EM BERG (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: La Conner
My Commission expires 6-12-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mike Anderson 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 12 day of
October, 2007.



[Signature]
EM BERG (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: La Conner
My Commission expires 6-12-2011



EXHIBIT "A"
LEGAL DESCRIPTION
FOR ENTIRE PARCEL
HOLTCAMP PROPERTIES, LLC
(ASSESSOR'S PARCEL NO. P76527)

Those portions of Lot 12 and the west 3/5 of Lot 11, "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. (Jameson Acreage)", as per plat recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, lying Northerly of those premises conveyed to Skagit County by deed recorded August 4, 1932 as Auditor's File No. 252063 in Volume 161 of Deeds, page 339.

5 of 8



200711300014
Skagit County Auditor

EXHIBIT "B"
LEGAL DESCRIPTION
FOR
THE CITY OF SEDRO-WOOLLEY
OF A SEWER EASEMENT TO BE ACQUIRED FROM
HOLTCAMP PROPERTIES, LLC
(ASSESSOR'S PARCEL NO. P76527)

April 7, 2005

An easement for installation, maintenance and operation of sewer lines and sewer facilities over, under and through that portion of the west 3/5 of Lot 11, "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST", recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, lying within a 15 foot wide strip parallel with, northwesterly of, adjacent to and contiguous with the northerly line of the 100 foot wide right of way of State Route 20.

Containing 0.02 acres in the 15 foot sewer easement.

6 of 8



200711300014
Skagit County Auditor

11/30/2007 Page 6 of 8 9:55AM

EXHIBIT "C"

Skagit
Surveyors & Engineers
SURVEYING • CIVIL ENGINEERING • SUBDIVISIONS • LAND USE PLANNING • ELEVATIONS
304 Westfall Street • Sedro-Woolley WA 98284 (360) 855-2171 FAX 360 855-1659

HOLTCAMP
P76527, P76529
15' WIDE SEWER EASEMENT = 0.02 ACRES
25' WIDE CONSTRUCTION EASEMENT = 0.06 ACRES

COUNTY ROAD

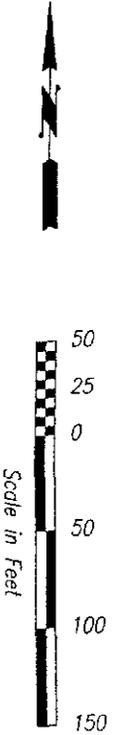
STATE ROUTE 20

CONST. EASEMENT

SEWER EASEMENT

100'

50'



7 a.



200711300014
Skagit County Auditor

EXHIBIT "D"
LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT
HOLTCAMP PROPERTIES, LLC
(ASSESSOR'S PARCEL NO. P76527)

Those portion of the west 3/5 of Lot 11, "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. (Jameson Acreage)", as per plat recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, lying within the Northwesterly 25 feet of a 40 foot wide strip parallel with, northwesterly of, adjacent to and contiguous with the northerly line of the 100 foot wide right of way of State Route 20.

Containing 0.06 acres in the 25 foot temporary construction easement.

