

Recording Requested By & After Recording Send To:

Name City of Sedro Woolley

Address 720 Murdock Street

City, State, Zip Sedro Woolley, WA 98284



200806120052

Skagit County Auditor

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Grantor. Corporation of the Catholic Archbishop of Seattle  
Grantee. City of Sedro Woolley  
Abbrev.Leg. Ptn of Lots 1 & 2, together with S 1/2 of W 90 ft. of Lot 3, SEDRO HOME ACREAGE,  
PLATE NO. 1, Vol. 3, p. 39  
Tax Acct. No. 4171-001-003-0307/P77030

GUARDIAN NORTHWEST TITLE CO.

MA195

ACCOMMODATION RECORDING ONLY

### GRANT OF EASEMENT

THE GRANTOR, CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE, a Washington Corporation Sole, is owner of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as "Grantor's property," and being the servient, or burdened property.

THE GRANTEE is the CITY OF SEDRO WOOLLEY, a municipal corporation.

The purpose of this instrument is to grant a 20-foot wide sewer line easement to the City of Sedro Woolley (the Grantee) through a portion of the Grantee's property to expand and replace earlier easements, totalling 14 feet in width, granted to the City of Sedro Woolley by instruments recorded April 29, 1927, under Auditor's File Nos. 203292 and 203293, records of Skagit County, Washington.

**1. Nature and Location of Easement.** The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the that portion of the Grantee's property described on EXHIBIT B, attached hereto, and incorporated by this reference, hereafter referred to as the "Easement Area."

THEREFORE, THE GRANTOR, CORPORATION OF THE CATHOLIC ARCHBISHOP OF SEATTLE, a Washington Corporation Sole, in consideration of the mutual covenants and agreements herein, and for no monetary consideration, hereby conveys and quitclaims to the GRANTEE, CITY OF SEDRO WOOLLEY, a municipal corporation in Skagit County, Washington, an easement for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines and other utilities, together with all facilities, connectors and appurtenances thereto, including the right of ingress and egress with all necessary

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vehicles and equipment for said purposes. The easement is granted over, upon, across, through and under the that portion of the Grantee's property described as the "Easement Area" on EXHIBIT B, attached hereto. The Grantor as well as other property owners may connect to the sewer line. The Grantee may access the easement through the Grantor's adjoining property, as well as the easement area, for purposes of installation, repair, and maintenance, in a reasonable manner.

The approximate location of the easement area is depicted on the illustration attached hereto as EXHIBIT C.

This easement replaces the easement(s) granted to the City of Sedro Woolley by instruments recorded under Auditor's File Nos. 203292 and 203293, records of Skagit County, Washington.

**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 and other utilities 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 or other utilities.

**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 other utilities or endanger the lateral or other support of the Sewer Lines or other utilities 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. Easement Subject to Existing Improvements.** Notwithstanding the provisions of Paragraph 3, above, the parties hereto acknowledge and agree that there are existing structures belonging to the Grantee that encroach to a degree into in the Easement Area and that the easement conveyed to the Grantee is subject to the continued existence of those structures. The approximate location of those existing structures is depicted on the illustration attached hereto as EXHIBIT C. It is agreed that the Grantor may continue to maintain, repair, and replace those existing structures, so long as any replacement does not expand the degree of encroachment within the Easement Area. Further, the Grantee agrees that, if the Grantee's activities within the Easement Area in connection with installing, maintaining, repairing or replacing any sewer line or lines,

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damages or destroys any of the Grantor's existing encroaching structures, such structures shall be repaired or replaced at the Grantee's expense.

**5. Hold Harmless.** This agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. The Grantee agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees to the fullest extent permitted by law, and agrees to save, indemnify, defend, and hold the Grantor harmless for any such liability, including reasonable attorneys' fees. In case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

**6. Calculation of Area.** Grantee shall allow the Grantor to include the square footage total of the easement area conveyed in future site development calculations where it would be to Grantor's advantage for future development plans to include those lands in such calculations.

**7. 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.

**8. Enforcement.** In any litigation or proceeding to enforce any of the restrictions or covenants contained in this easement agreement, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

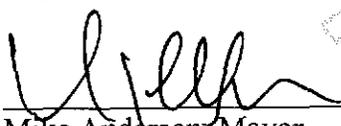
**9. Recording.** Upon its execution, the Easement shall be recorded with the Skagit County Auditor.

DATED: May 22, 2008

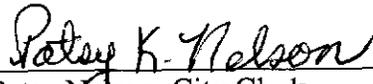
GRANTOR:  
Corporation of the Catholic  
Archbishop of Seattle:

By:   
Patrick J. Sursely, Attorney-in-Fact

GRANTEE:  
City of Sedro Woolley:

  
Mike Anderson, Mayor

ATTEST:

  
Patsy Nelson, City Clerk

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STATE OF WASHINGTON )

COUNTY OF King : SS

On this day personally appeared before me Patrick J. Sursley,  
to me known to be the Attorney-in-Fact for the CORPORATION OF THE CATHOLIC  
ARCHBISHOP OF SEATTLE, the corporation sole 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 and that the seal affixed is the  
corporate seal of said corporation.

DATED: May 22, 2008



Nancy M. Guttormsen

Print name: NANCY M. GUTTORMSEN  
NOTARY PUBLIC in and for the State of  
Washington, residing at Everett.

My appointment expires: 6-27-10





**EXHIBIT A**  
**Legal Description**  
**Grantor's Property**

Lot One (1) Sedro Home Acreage, Plate No. 1, in Skagit County Washington, according to the plat thereof recorded in Volume 3 of Plats, page 39, records of Skagit County, Washington,

Except the South 20 feet thereof.

Lot Two (2) Sedro Home Acreage, Plate No. 1, in Skagit County Washington, according to the plat thereof recorded in Volume 3 of Plats, page 39, records of Skagit County, Washington, less twenty (20) feet off the North end and twenty (20) feet off the South end, both of which strips are reserved for street purposes.

The South ½ of the West Ninety (90) feet of Lot Three (3), Sedro Home Acreage, Plate No. 1, in Skagit County Washington, according to the plat thereof recorded in Volume 3 of Plats, page 39, records of Skagit County, Washington.

Situate in Skagit County, Washington.



**EXHIBIT B**  
**Legal Description**  
**Easement Area**

The East ten (10) feet of Lot One (1), together with the West ten (10) feet of Lot Two (2), Sedro Home Acreage, Plate No. 1, in Skagit County Washington, according to the plat thereof recorded in Volume 3 of Plats, page 39, records of Skagit County, Washington.

Situate in Skagit County, Washington.



