



200806180122
Skagit County Auditor

6/18/2008 Page 1 of 3 3:52PM

UNOFFICIAL

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 18 2008

Amount Paid \$ 6
Skagit Co. Treasurer
By JMM Deputy

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: N/A

Additional on page _____ of document.

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

- 1. Jamison, Randy
- 2. Day, Joan
- 3. _____

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): Reserve to Montborne, Block 4, Lot 12, Section 6, Township 33 North, Range 5 East.

Additional legal description is on page two of document.

Assessor's Property Tax Parcel / Account Number: P103586

Additional Parcel Numbers for additional legals are on page ____ of document.

EASEMENT

THIS AGREEMENT made this 17th day of June, 2008,
by and between SKAGIT COUNTY SEWER DISTRICT NO. 2, a municipal corporation
of Skagit County, Washington, hereinafter termed "Grantee" and Randy Jamison and
Joan Day, 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:

THE SOUTHWESTERLY TEN (10) FEET OF THE BELOW-DESCRIBED
PARCEL.

UNOFFICIAL

LOT 12, BLOCK 4, PLAT OF RESERVE ADDITION TO TOWN OF MONTBORNE; TOGETHER WITH THE SOUTHEASTERLY HALF OF HANCOCK STREET, ABUTTING THEREON; TOGETHER WITH A PORTION OF THE ABANDONED NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY, LYING EASTERLY OF THE CENTERLINE OF HANCOCK STREET AND SOUTHWESTERLY OF THE EXTENSIONS OF THE SOUTHEASTERLY LINE OF LOT 12, BLOCK 4.

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 CONSTRUCTION AND UNTIL SUCH TIME AS THE SEWER MAINS AND APPURTENANCES HAVE BEEN ACCEPTED FOR MAINTENANCE AND OPERATION BY SKAGIT COUNTY SEWER DISTRICT, NO. 2.

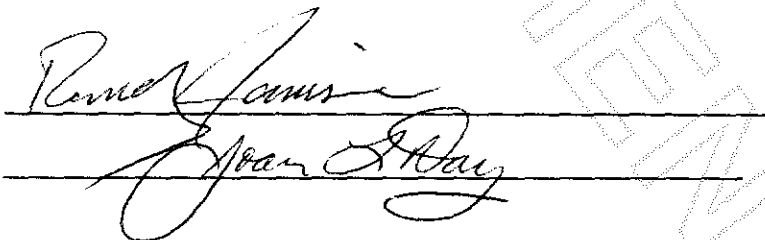
CONSTRUCTION WITHIN THESE EASEMENTS MAY BE PERFORMED BY A THIRD-PARTY UNDER CONTRACT OR AGREEMENT WITH THE GRANTEE.

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.

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, trees, 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)
)SS
COUNTY OF SKAGIT)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 17 day of May, 2008, personally appeared before me Randy S. Jamison and Joan L. Day, 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.

JESSAMYN D. SOWELL
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-04-12

Jessamyn D. Sowell
Notary Public in and for the State of
Washington, residing at Mt Vernon
Appointment expires 3-04-2012

JESSAMYN D. SOWELL
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
03-04-12

