

After Recording Please Return To:
Attn: Town Planner
Town of La Conner
Post Office Box 400, 2nd and Douglas
La Conner, Washington 98257
(360) 466-3125



200906250064

Skagit County Auditor

6/25/2009 Page 1 of 4 10:08AM

Document Title(s): 2009 S 2nd Easement – WST200901
Reference Number(s) of Documents Assigned or Released: _____
Grantor(s): (Print Last name, First name, and Initials) _____
J. La Conner Associates, LLC
Grantee(s): Town of La Conner
Legal Description (abbreviated): _____
[X] Additional legal description is on page one of document or attached.
Assessor's Property Tax Parcel / Account Number: P74057, P74495, P74496

EASEMENT AGREEMENT

THIS AGREEMENT is made this 21st day of May, 2009, by and between the TOWN OF LA CONNER, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee" and **La Conner Associates, LLC**, 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 a utility corridor with the necessary appurtenances through, over, and across the following described property situated in Skagit County, Washington, more particularly described as follows:

Easement A1

A 15.0 foot wide strip of land being the easterly 15.0 feet of the westerly 30.0 feet of the vacated portion of Second Street lying northerly of the North line of Caledonia Street and lying southerly of the westerly extension of the North line of Lot 13 of Block "Q" in accordance with the plat of the "Map of Syndicate Addition to the Town of La Conner, Skagit County, Washington", as recorded in Volume 2 of plats, at page 109, records of Skagit County, Washington. Said strip being approximately 350 LF long.

Together With:

Easement Agreement

EA-1 *case next*
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

WST200901

JUN 16 2009

Amount Paid \$0
Skagit Co. Treasurer
By *nam* Deputy

Easement A2

A 15.0 foot wide strip of land being 7.5 feet on either side of the following described center line; beginning at the southwestern corner of said Easement A1 and extending northerly along the westerly line of said Easement A1 a distance of 143.0 feet to the True Point of Beginning. Thence North 58° 24' 26" W 100 feet.

Situate in the County of Skagit, State of Washington.

A sketch showing this easement and its location accompanies this description and by reference thereto is made a part hereof.

See attached Exhibit A

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 constructing, repairing, altering, or reconstructing said utilities, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that such constructing, repairing, altering, or reconstructing of said utilities shall be accomplished in such a manner that the surface paving existing in this easement 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.

That said Grantee and Grantor recognize that there are existing structures within the extents of the described easements. The Grantee may remove and dispose of any permanent structure or portion thereof that extends within the easement and impedes the Grantee's purpose at the sole cost of the Grantee and without any obligation to replace or restore the removed structure. Restoration shall be consistent with the surrounding grade paving.

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 utility main and so long as no permanent buildings or structures are erected on said easement.



This easement shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns.

GRANTOR:

CORPORATE SEAL:

By: Vaughn Jolley, Manager

By: LaConner Assoc. LLC

By: _____

ATTEST: _____

By: _____

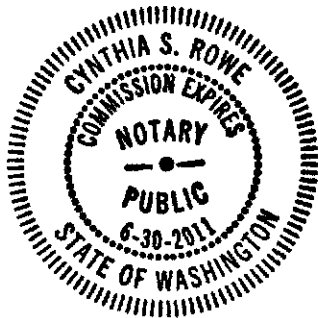
Title: _____

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 7th day of May, 2009, personally appeared before me Vaughn Jolley to me known to be the Manager of the LaConner Assoc. LLC, who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, 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.



Cynthia S. Rowe

Notary Public in and for the State of

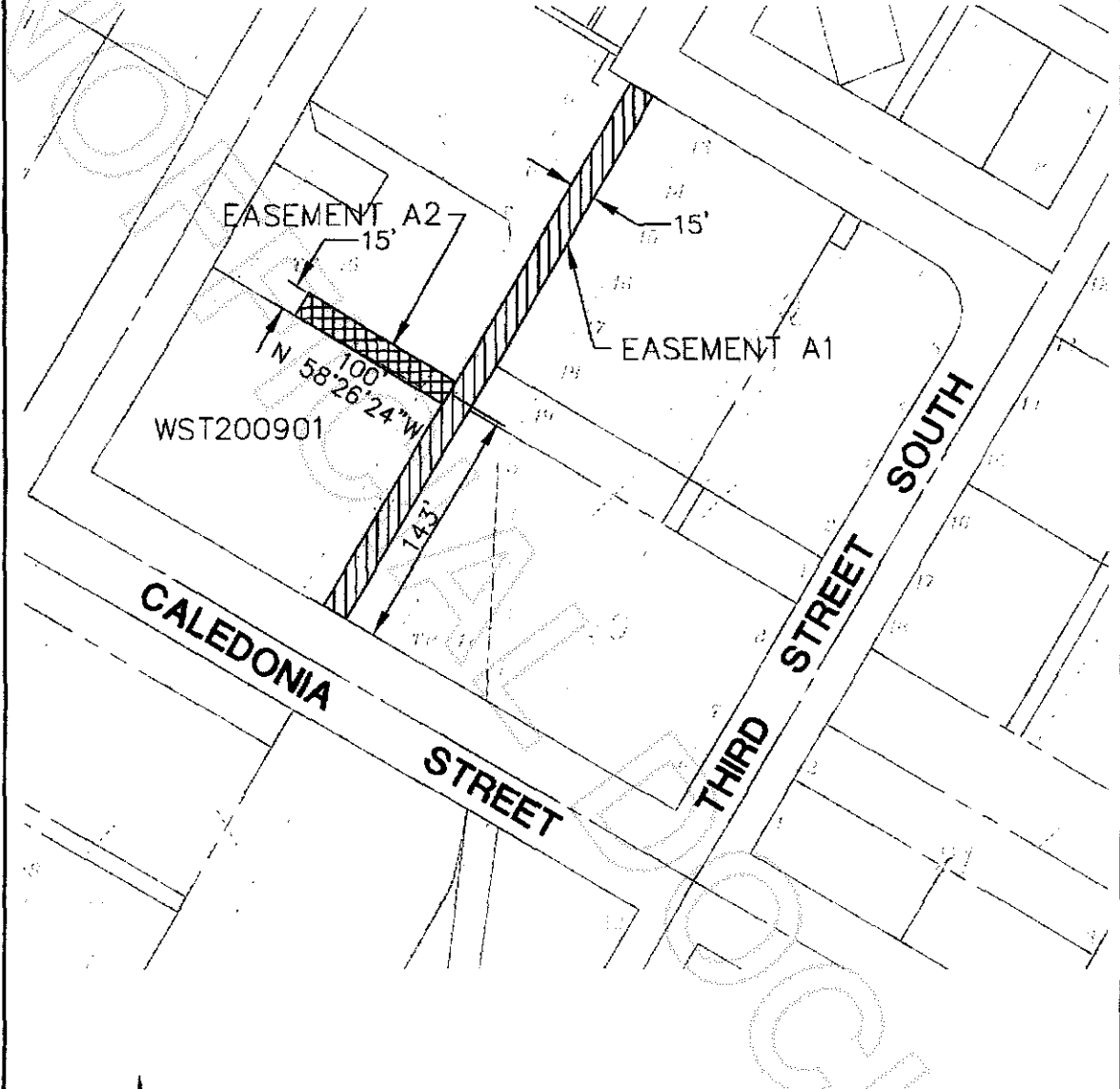
CYNTHIA S. ROWE

Washington, residing at LaConner

Appointment expires 6-30-2011




EXHIBIT 'A'



SCALE: 1"=100'

TOWN OF La CONNER UTILITY EASEMENT WST200901

	12607 BEL-RED ROAD SUITE 101 BELLEVUE, WA 98005-2500	Scale
	CHS ENGINEERS, LLC TEL (425) 637-3893 FAX (425) 637-3894	1"=100'
Drawn by <u>VLG</u>	Approved by <u>EH</u>	Sheet
Checked by <u>EH</u>	Date <u>04/09</u>	1 / 1



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