



200907240090

Skagit County Auditor

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

7/24/2009 Page 1 of 3 1:14PM

Document Title(s): Access Easement**Reference Number(s) of Documents Assigned or Released:** _____**Grantor(s):** (Print Last name, First name, and Initials)1. D & S LA CONNER PROPERTY, LLC**Grantee(s):** Town of La Conner**Legal Description (abbreviated):** A portion of Section 36, Township 24 North, Range 2 East, W.M., Skagit County, Washington☐ Additional legal description is on page one of document or attached.**Assessor's Property Tax Parcel / Account Number:** P73933**EASEMENT AGREEMENT**

THIS AGREEMENT is made this 30 day of Sept., 2008 by
and between the TOWN OF LA CONNER, a municipal corporation of Skagit County,
Washington, hereinafter termed "Grantee" and
D & S La Conner Property 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 access for roadway and/or sidewalk
improvements with the necessary appurtenances through, over, and across the following
described property situated in Skagit County, Washington, more particularly described as
follows:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2, RECORD OF SURVEY
RECORDED UNDER AUDITOR'S FILE NUMBER 8503070009, RECORDS OF SKAGIT
COUNTY, WASHINGTON;

THENCE SOUTH 89°47'42" WEST, A DISTANCE OF 7.73 FEET;

THENCE SOUTH 0°08' EAST TO THE NORTHWESTERLY MARGIN OF WHATCOM
STREET;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY MARGIN TO
THE POINT OF BEGINNING.

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 roadway and/or sidewalk improvements,
or making any connections therewith, without incurring any legal obligation or liability
therefor; provided that such constructing, repairing, altering, or reconstructing of said roadway
and/or sidewalk improvements 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 roadway and/or sidewalk
improvements 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:

D+S La Conner property LLC
Darrell E. Skiles

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 24 2009

Amount Paid \$ 0
Skagit Co. Treasurer
By Lp Deputy

Easement Agreement

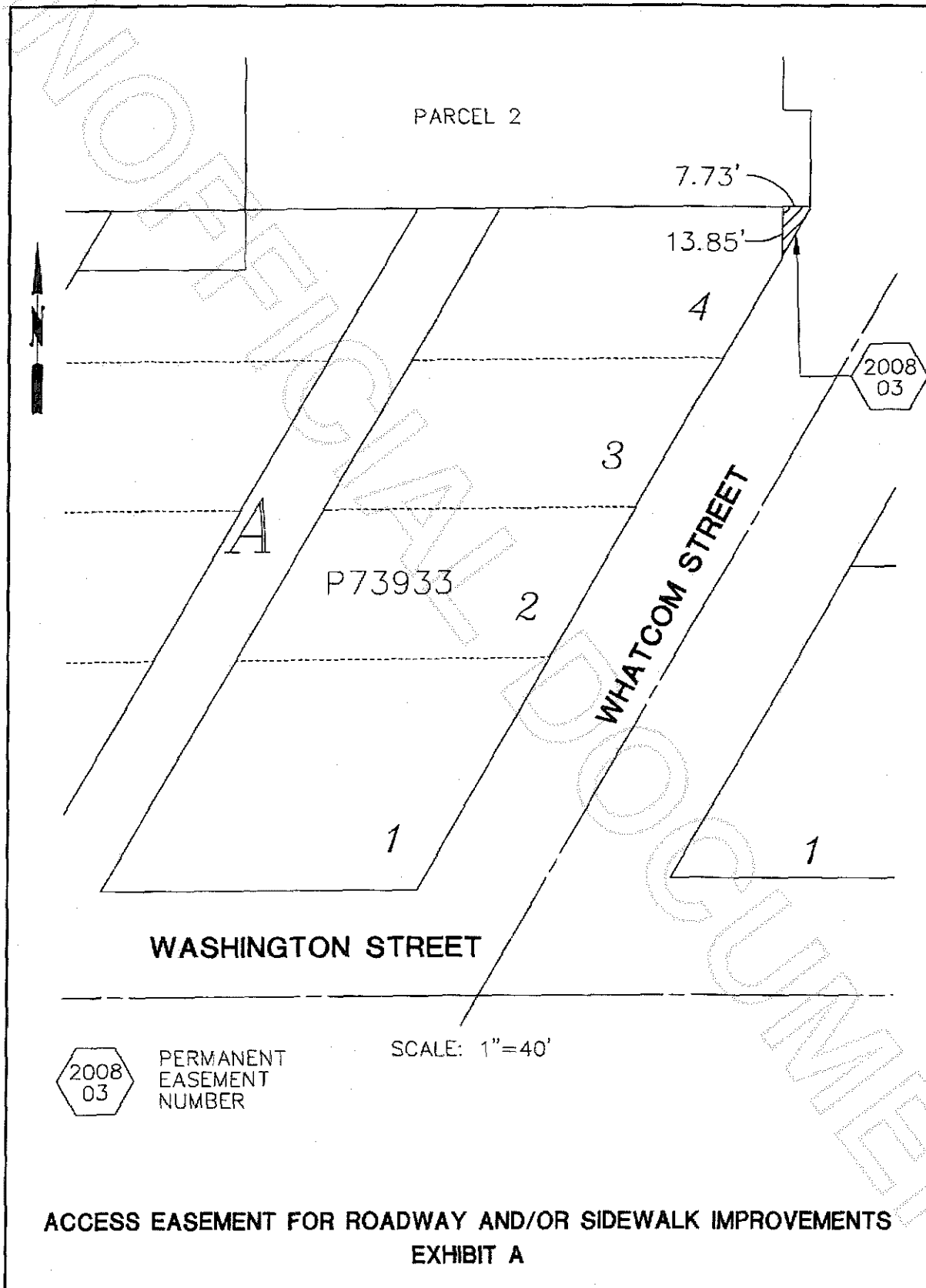
EA-2

Permanent Easement No. 2008-03



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