



200907240091

Skagit County Auditor

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

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

Document Title(s): Access Easement

Reference Number(s) of Documents Assigned or Released: _____

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

1. LA CONNER PROPERTY LLCGrantee(s): Town of La ConnerLegal 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: P20888**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
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 NORTH 00°08'00" WEST ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 26.70 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 7.73 FEET;

THENCE SOUTH 00°08'00" EAST TO A POINT ON THE SOUTH LINE OF SAID
PARCEL 2;

THENCE EASTERLY ALONG SAID SOUTH LINE 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:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 24 2009

Amount Paid \$
Skagit Co. Treasurer
By Deputy
[Signature]

D+S La Conner Property LLCs
Carrell E. Skiles

Easement Agreement

EA-2

Permanent Easement No. 2008-02



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Skagit County Auditor



MORRIS STREET

WHATCOM STREET

PARCEL 2
P20888

7.73'

26.70'

2008
02

4

3

2008
02

PERMANENT
EASEMENT
NUMBER

SCALE: 1"=40'

ACCESS EASEMENT FOR ROADWAY AND/OR SIDEWALK IMPROVEMENTS
EXHIBIT A



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