

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. DIS LACONNER TROPERTY 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: P20888
EASEMENT AGREEMENT
THIS AGREEMENT is made this 30 day of Soft 2008, by
TITIS ACICEIVENT IS MADE MIS OF CAY OF 15 CO. 10 Co
and between the TOWN OF LA CONNER, a municipal corporation of Skagit County,
Washington, hereinafter termed "Grantee" and
1 + S La Corner property LAC.
hereinafter termed "Grantor". V
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 90°00'00" WEST, A DISTANCE OF 7.73 FEET;

THENCE NORTH 00°08'00" WEST ALONG THE EAST LINE OF SAID PARCEL 2, A

DISTANCE OF 26.70 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

Amount Paid \$

Easement Agreement

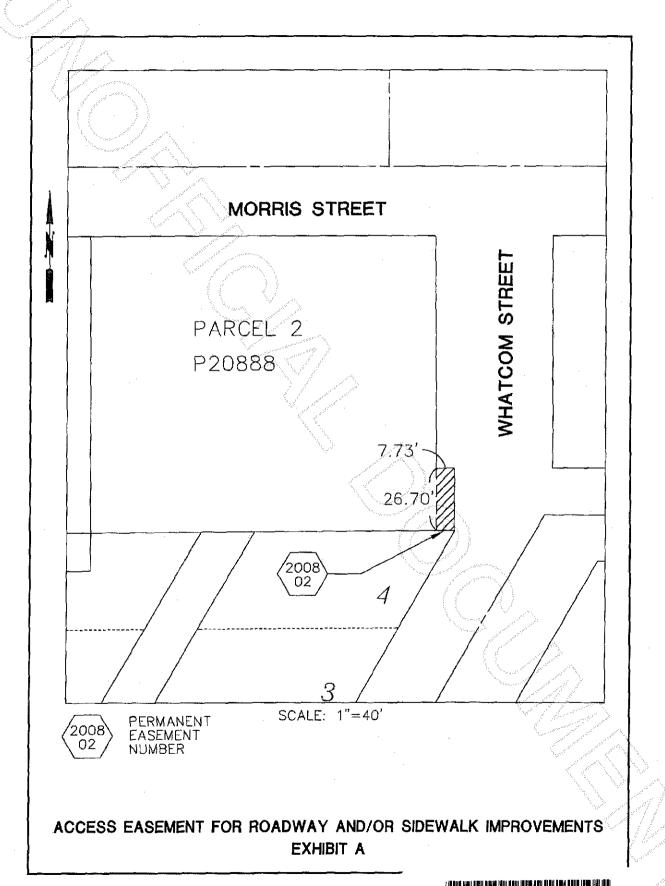
EA-2

Permanent Easement No. 2008-02

Skagit County Auditor

7/24/2009 Page

2 of



200907240091 Skagit County Auditor

7/24/2009 Page

3 of

3 1:14PM