



201009210045

Skagit County Auditor

9/21/2010 Page

1 of

7 10:24AM

WHEN RECORDED RETURN TO:

Michele K. Boal, Esq.
Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114

Washington State Recorder's Cover Sheet (RCW 65.01)

Document Title: Storm Sewer Easement
Reference Number(s) of Related Documents: N/A
Grantor: Highland Woods, LLC, a Washington limited liability company
Grantee: The City of Anacortes, Washington, its successors and assigns
Abbreviated Legal Description: Lots 1, 2, 3 and 4, Block 45, "Map of the City of Anacortes, Skagit County, Washington", according to the plat thereof recorded in Volume 2 of Plats, Pages 4 through 7, records of Skagit County, Washington.
Assessor's Property Tax Parcel/Account Number: 3772-045-004-0001

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

SEP 21 2010

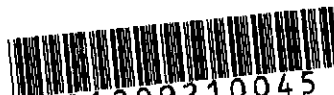
Amount Paid \$
Skagit County Treasurer
By: *Ln* Deputy

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT Highland Woods, LLC, a Washington limited liability company ("Grantor"), owner of the land described on Exhibit A, attached hereto and made a part hereof (the "Property"), for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, does hereby give, grant, bargain and convey to the City of Anacortes, Washington, its successors and assigns ("Grantee") the perpetual non-exclusive right-of-way and easement for the purposes hereinafter mentioned in, on, under and across that portion of the Property described on Exhibit B and depicted on Exhibit C (the "Easement Land"), each attached hereto and made a part hereof, on the terms and conditions set forth herein.

1. Grantor has constructed certain storm sewer improvements, as more particularly described on Exhibit D, attached hereto and made a part hereof (the "Storm Sewer Improvements") on the Easement Land. Grantee shall be responsible for the repair, maintenance, reconstruction and replacement of the Storm Sewer Improvements.
2. Grantor hereby gives, grants and conveys unto Grantee the non-exclusive right and easement to enter upon the Easement Land and such portions of the surrounding Property as are necessary to use, repair, maintain, reconstruct and replace the Storm Sewer Improvements as deemed necessary or appropriate by Grantee. Grantee agrees that it shall conduct all such work and other activities in connection with the Storm Sewer Improvements in compliance with all applicable laws, rules and regulations, in a good and workmanlike manner. Grantee shall, in exercising its rights hereunder, minimize to the greatest extent practicable the duration and degree of any interference with Grantor's use and enjoyment of the Property. Grantee shall not cause damage to property or injury or death to persons in the exercise of its obligations hereunder or in connection with its use of the Easement Land. In the event that, in connection with Grantee's exercise of its rights hereunder, Grantee shall cause any damage to any pavement or other improvements of Grantor upon the Easement Land or adjoining Property, Grantee shall, promptly and at its cost and expense, restore the same to substantially the same condition as existed prior to such damage.
3. Grantee shall protect, indemnify, defend and save harmless Grantor from and against all liabilities, obligations, claims, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed on or incurred by or asserted against Grantor in connection with any injury to or death of persons or damage to property resulting from Grantee's exercise of its rights hereunder.
4. Grantor hereby reserves the right to use the Easement Land for purposes which are not inconsistent with the right and easement hereby granted to Grantee (including, without limitation, to construct a driveway or parking lot thereon), provided that no such use shall unreasonably interfere with or impair Grantee's use of the Easement Land or Storm Sewer Improvements or Grantee's exercise of its rights hereunder.
5. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with land and every portion thereof, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

[Signature page follows.]



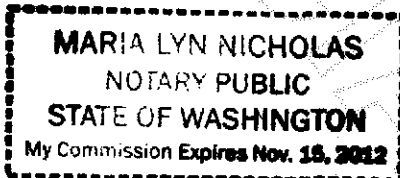
In witness whereof, Grantor has set its hand, this 8TH day of May, 2010.

Grantor:
HIGHLAND WOODS, LLC

By: [Signature]
Name: Steven B. Estvold
Title: MANAGER

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **STEVEN B. ESTVOLD** of **HIGHLAND WOODS, LLC** signed this instrument on this 8TH day of May, 2010, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public in and for the State of
Washington, residing at
Anacortes

My appointment expires 11-15-2012

Acknowledged and Agreed to by
Grantee:

THE CITY OF ANACORTES, WASHINGTON

By: [Signature]
Name: FRED BUCKENMEYER
Title: PUBLIC WORKS DIRECTOR

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Fred Buckenmeyer** of **THE CITY OF ANACORTES, WASHINGTON** signed this instrument on this 21ST day of May, 2010, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



X [Signature]
Notary Public in and for the State of
Washington, residing at
Mount Vernon

My appointment expires 10-19-10

Exhibit "A"

Description of the Property

Lots 1, 2, 3 and 4, Block 45, "Map of the City of Anacortes, Skagit County, Washington", according to the plat thereof recorded in Volume 2 of Plats, Pages 4 through 7, records of Skagit County, Washington.



Exhibit "B"

Description of the Easement Land

LEGAL DESCRIPTION

STORM EASEMENT

A strip of land 20.00 feet in width over, under and across Lots 1 and 2, Block 45, Map of the City of Anacortes, according to the Plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington, being a portion of Government Lot 2 of Section 19, Township 35 North, Range 2 East, Willamette Meridian, having 10.00 feet of such width lying on each side of the following described centerline:

COMMENCING at the Southeast corner of said Lot 1;
THENCE South 89° 58' 36" West, 43.91 feet along the South lines of said Lots 1 and 2 to the TRUE POINT OF BEGINNING of herein described centerline;
THENCE North 26° 33' 50" East, 46.68 feet;
THENCE South 84° 28' 47" East, 23.06 feet to the East line of said Lot 1 and the terminus.

The sidelines of said easement shall be shortened or lengthened as necessary to intersect at angle points, said South line and said East line.



Project Name: Key Bank Anacortes
May 6, 2010

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BDG
146721.001.doc
Exhibit: 14672EXH01.DWG

CLI-1800977v2

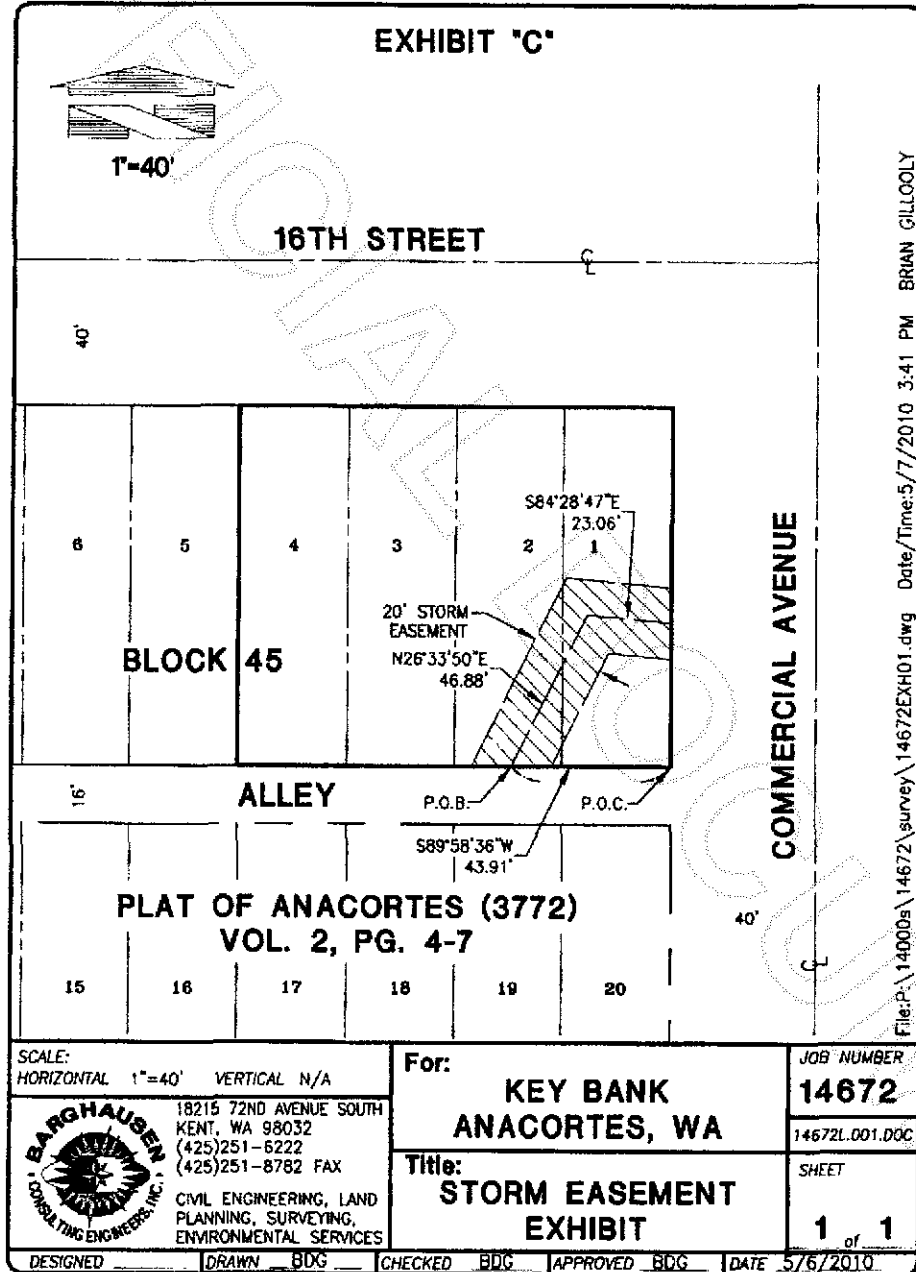


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Exhibit "C"

Depiction of the Easement Land



File: P:\14000s\14672\survey\14672EXH01.dwg Date/Time: 5/7/2010 3:41 PM BRIAN GILLOOLY

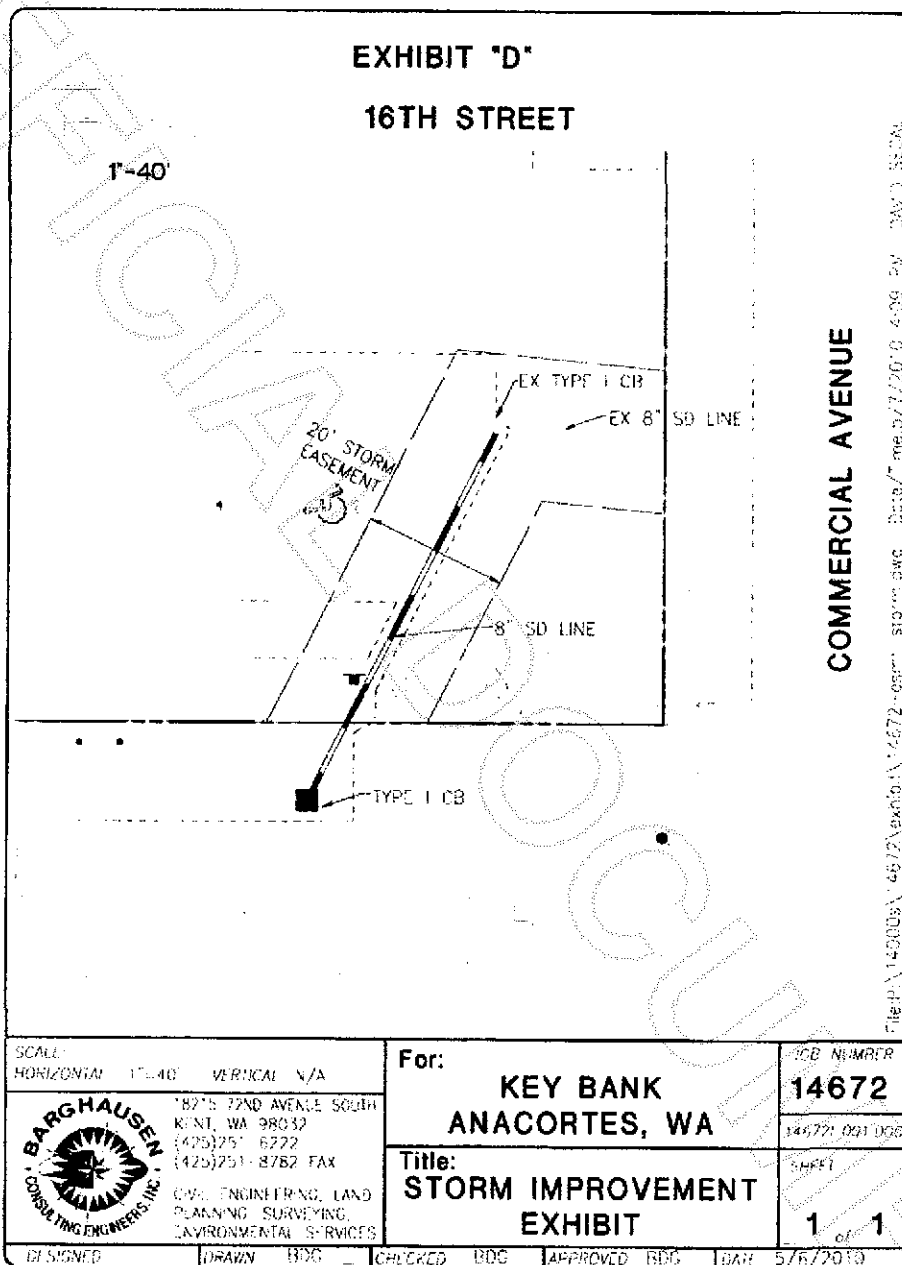
CLI-1800977v2



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Exhibit "D"

Description of the Storm Sewer Improvements



CLI-1800977v2



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