

Return Address:



Skagit County Auditor  
3/21/2014 Page

\$89.00  
1 of 18 2:23PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 21 2014

Amount Paid \$ ✓  
Skagit Co. Treasurer  
By *HT* Deputy

Document Title:

*Easement Agreement, Conveyance of Utilities, Certification of Costs  
Bill of Sale*

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

- 1) *La Connor School District No 311*
- 2) \_\_\_\_\_

Grantee(s):

☐ additional grantor names on page \_\_\_\_.

- 1) *Town of La Connor*
- 2) \_\_\_\_\_

Abbreviated Legal Description:

☐ full legal on page(s) \_\_\_\_.

*Lots 5, 6 and 8 Block D Calhoun Addition and  
Portion of Lot 7*

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page \_\_\_\_.

*P#74225*

## **EASEMENT AGREEMENT**

This agreement is made this 21<sup>st</sup> day of February, 2014 between the LA CONNER SCHOOL DISTRICT NO. 311, a Washington public school district, hereinafter referred to as "Grantor" and/or "District," and the TOWN OF LA CONNER, a Washington municipal corporation, hereinafter referred to as the "Grantee" and/or "Town."

**WHEREAS**, Grantor is the owner of certain lands and premises situated in Skagit County, Washington described in Exhibit A hereto; and

**WHEREAS**, Grantor and Grantee entered into a "INFRASTRUCTURE IMPROVEMENTS AGREEMENT" dated JULY 18, 2013 by which the District agreed to design and install, at its own expense, certain Water Facility(ies) and convey the same to the Town thereafter; and

**WHEREAS**, contemporaneously herewith the District has conveyed said Water Facility(ies) by Bill of Sale to the Town; and

**WHEREAS**, the parties wish to establish an easement for the Water Facility(ies) set forth in the Terms and Conditions for the utilization of said easement;

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **I. CONVEYANCE**

Grantor, the La Conner School District No. 311, a Washington public school district, in consideration of the mutual promises contained herein and the mutual promises contained in the Bill of Sale, does hereby grant, convey and quit claim to Grantee, the Town of La Conner, a Washington municipal corporation, a perpetual, non-exclusive easement right, privilege and authority enabling the Grantee to do all things necessary or proper in the construction, repair and maintenance of the Water Facility(ies) or related underground facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, pipes, line or lines or related facilities along with necessary appurtenances for the operation of said Water Facility(ies) over, under and upon Grantor's property legally described in Exhibit B and as illustrated in Exhibit C attached hereto and incorporated herein as though fully set forth herein, for Grantee's benefit, together with the right of ingress and egress from said property for the above stated purposes.

#### **II. TERMS AND CONDITIONS OF CONVEYANCE**

The foregoing grant is subject to and conditioned upon the following terms and conditions:

A. Grantee shall have the right to enter said easement property and to construct, install, operate, maintain, protect, repair and replace said Water Facility(ies) thereon. Said Water



Facility(ies) shall be installed, repaired and maintained in accordance with all applicable laws, ordinances, rules and regulations of the federal, state and local governments and authorities.

B. All work to be performed by Grantee on Grantor's property shall be completed in a careful and workmanlike manner. Upon completion of any work performed by Grantee on Grantor's property, Grantee shall promptly remove all construction materials and debris, and restore the soil removed and the surface of the property as closely as possible to the condition in which it was at the commencement of such work. Grantee shall specify in all contractor construction agreements the manner and method in which the soil shall be restored and require strict compliance with such contract specifications.

C. Grantor, its successors and assigns, hereby reserves the right to use all of the land above described so long as such use does not constitute an undue interference with the use of said easement by Grantee.

D. The Grantee shall protect and save harmless Grantor and/or its successors or assigns from and against any and all claims, demands, losses, damages, expenses and liability of any kind and description, and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, its heirs, successors, and assigns or by any persons, firms, or corporations, due to negligence or willful acts or omissions of Grantor related to the Water Facility(ies).

E. Grantor, and its heirs, successors and assigns, hereby agrees to save and hold harmless Grantee, from and against any and all claims, demands, losses, damages, expenses and liability of any kind in description and for any damage to or loss or destruction of property whatsoever suffered by Grantee, its heirs, successors and assigns by any persons, firms or corporations due to the sole negligence or willful acts or omissions of Grantor related to the Water Facility(ies).

F. Grantee covenants and agrees that it shall at all times make such necessary repairs or report such maintenance as is necessary to keep the Water Facility(ies) in compliance with all state, federal and local laws and operable for Grantor and Grantor's successors and assigns; provided, that any defective condition in any portion of the Water Facility(ies) occurring within one (1) year of the date hereof shall be repaired and/or replaced by and at the expense of Grantor, as set forth in the Bill of Sale.

G. Grantor and the heirs, successors, or assigns of Grantor, hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Grantee, which approval shall not be withheld. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities now or hereafter maintained upon the easement, or in any way interfere with, obstruct or endanger the Grantee's use of the easement.

**EASEMENT AGREEMENT**  
**LA CONNER SCHOOL DISTRICT No. 311, GRANTOR**  
**TOWN OF LA CONNER, GRANTEE**

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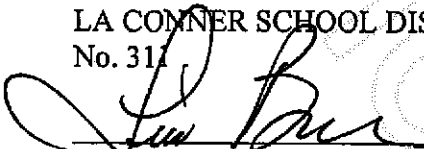
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### III. ACKNOWLEDGMENT

By their signatures below, the parties acknowledge that they have read and fully understand the terms of this easement agreement. Further, each party acknowledges that the execution of this easement agreement and other actions by the parties fulfill the terms of settlement contained in the Settlement Agreement. The terms, conditions, and provisions of this easement agreement shall extend to be binding upon the heirs, successors, and assigns of the parties hereto.

GRANTOR:

LA CONNER SCHOOL DISTRICT  
No. 311


  
Tim Bruce, Ph.D., Superintendent

GRANTEE:

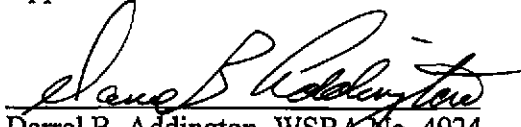
TOWN OF LA CONNER

  
Ramon Hayes, Mayor


Attest:

  
Maria DeGoede, Clerk/Treasurer

Approved as to form:

  
Darrel B. Addington, WSBA No. 4924  
Attorney for La Conner School District

Approved as to form:

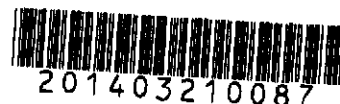
  
Bradford E. Furlong, WSBA No. 12924  
Town Attorney

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAGIT     )

On this 21 day of February, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Bruce Ph.D., to me known to be the Superintendent of La Conner School District No. 311, a Washington public school

EASEMENT AGREEMENT  
LA CONNER SCHOOL DISTRICT No. 311, GRANTOR  
TOWN OF LA CONNER, GRANTEE

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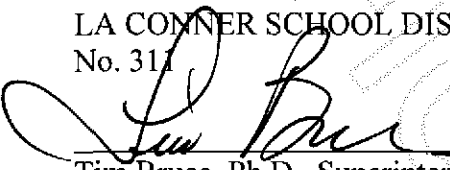
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GRANTOR:

LA CONNER SCHOOL DISTRICT  
No. 311


  
Tim Bruce, Ph.D., Superintendent

GRANTEE:

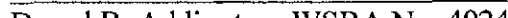
TOWN OF LA CONNER

  
Ramon Hayes, Mayor


Attest:

  
Maria DeGoede, Clerk/Treasurer

Approved as to form:

  
Darrel B. Addington, WSBA No. 4924  
Attorney for La Conner School District

Approved as to form:

  
Bradford E. Furlong, WSBA No. 12924  
Town Attorney

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF SKAGIT        )

On this 21 day of February, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Bruce Ph.D., to me known to be the Superintendent of La Conner School District No. 311, a Washington public school

EASEMENT AGREEMENT  
LA CONNER SCHOOL DISTRICT No. 311, GRANTOR  
TOWN OF LA CONNER, GRANTEE

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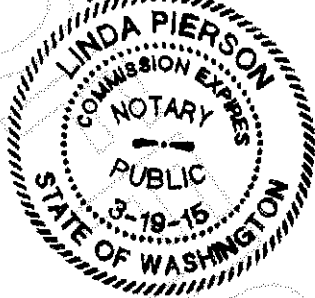
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district, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington public school district, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the date and year first above written.

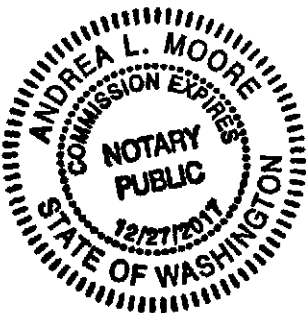


Linda Pierson  
Notary Public in and for the State of  
Washington, residing at La Conner  
My commission expires: 03/19/2015  
Printed Name: Linda Pierson

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 14<sup>th</sup> day of March, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ramon Hayes to me known to be the Mayor of the Town of La Conner, a Washington municipal corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the date and year first above written.



Andrea L. Moore  
Notary Public in and for the State of  
Washington, residing at La Conner, WA  
My commission expires: 12/27/2017  
Printed Name: ANDREAL MOORE

EASEMENT AGREEMENT  
LA CONNER SCHOOL DISTRICT No. 311, GRANTOR  
TOWN OF LA CONNER, GRANTEE

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## EXHIBIT A

### PROPERTY DESCRIPTION:

Lots 5, 6 and 8, Block B, "CALHOUN ADDITION TO THE TOWN OF LA CONNER," as per plat recorded in Volume 1 of Plats, page 14, records of Skagit County, Washington, EXCEPT the North 246.2 feet of Lot 7 AND ALSO EXCEPT any portion thereof lying North of a line established by Decree in Skagit County Superior Court Cause No. 3149; said line being described as beginning on the East line of Section 36, Township 34 North, Range 2 East, W.M. at a point that is 1,920.3 feet North of the 1/4 section corner on the East side of said Section 36 and running thence North 89°47' West a distance of 1,850.7 feet.

Situate in the Town of LaConner, County of Skagit, State of Washington.

EASEMENT AGREEMENT  
LA CONNER SCHOOL DISTRICT No. 311, GRANTOR  
TOWN OF LA CONNER, GRANTEE

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## EXHIBIT B

### EASEMENT DESCRIPTION:

A strip of land ten (10) feet in width having five (5) feet on each side of the center line of grantee facilities as constructed, extended or relocated within the above described property, more particularly describe as follows:

Beginning at the southeast corner of Lot 5 of the Calhoun Addition to the Town of LaConner also being the westerly Right of Way of Sixth Street, thence north on the easterly line of Lot 5 & West Right of Way of Sixth Street N 00°18'36" E a distance of 428.99 ft to the center line of the easement, the true point of beginning; thence on the center line of the 10 ft easement the following bearings & distances:

thence N89°44'20"W a distance of 137.88 ft, referred to herein as Point A;  
thence N89°44'20"W a distance of 142.10 ft;  
thence S00°00'33"E a distance of 74.05 ft;  
thence N89°21'28"W a distance of 23.21 ft, referred to herein as Point B;  
thence N89°21'28"W a distance of 83.49 ft;  
thence S00°02'41"W a distance of 130.21 ft, referred to herein as Point C;  
thence S00°02'41"W a distance of 169.09 ft;  
thence S89°59'05"E a distance of 117.08 ft;  
thence N00°18'09"E a distance of 132.94 ft;  
thence S89°41'51"E a distance of 25.00 ft;  
thence N00°18'09"E a distance of 14.53 ft, referred to herein as Point D;  
thence N89°22'51"E a distance of 242.86 ft to the westerly right of way of Sixth Street & the terminus of the water line easement;

A strip of land ten (10) feet in width having five (5) feet on each side of the center line of grantee facilities as constructed, extended or relocated within the above described property, more particularly described as follows

Commencing from Point A described above, thence N00°00'30"W a distance of 33.05 ft;  
Commencing from Point B described above, thence S00°38'32"W a distance of 45.00 ft;  
Commencing from Point C described above, thence N89°55'27"W a distance of 20.84 ft;  
Commencing from Point D described above, thence N00°18'09"E a distance of 10.00 ft;

Situated in the Town of LaConner, County of Skagit, State of Washington.

EASEMENT AGREEMENT  
LA CONNER SCHOOL DISTRICT No. 311, GRANTOR  
TOWN OF LA CONNER, GRANTEE

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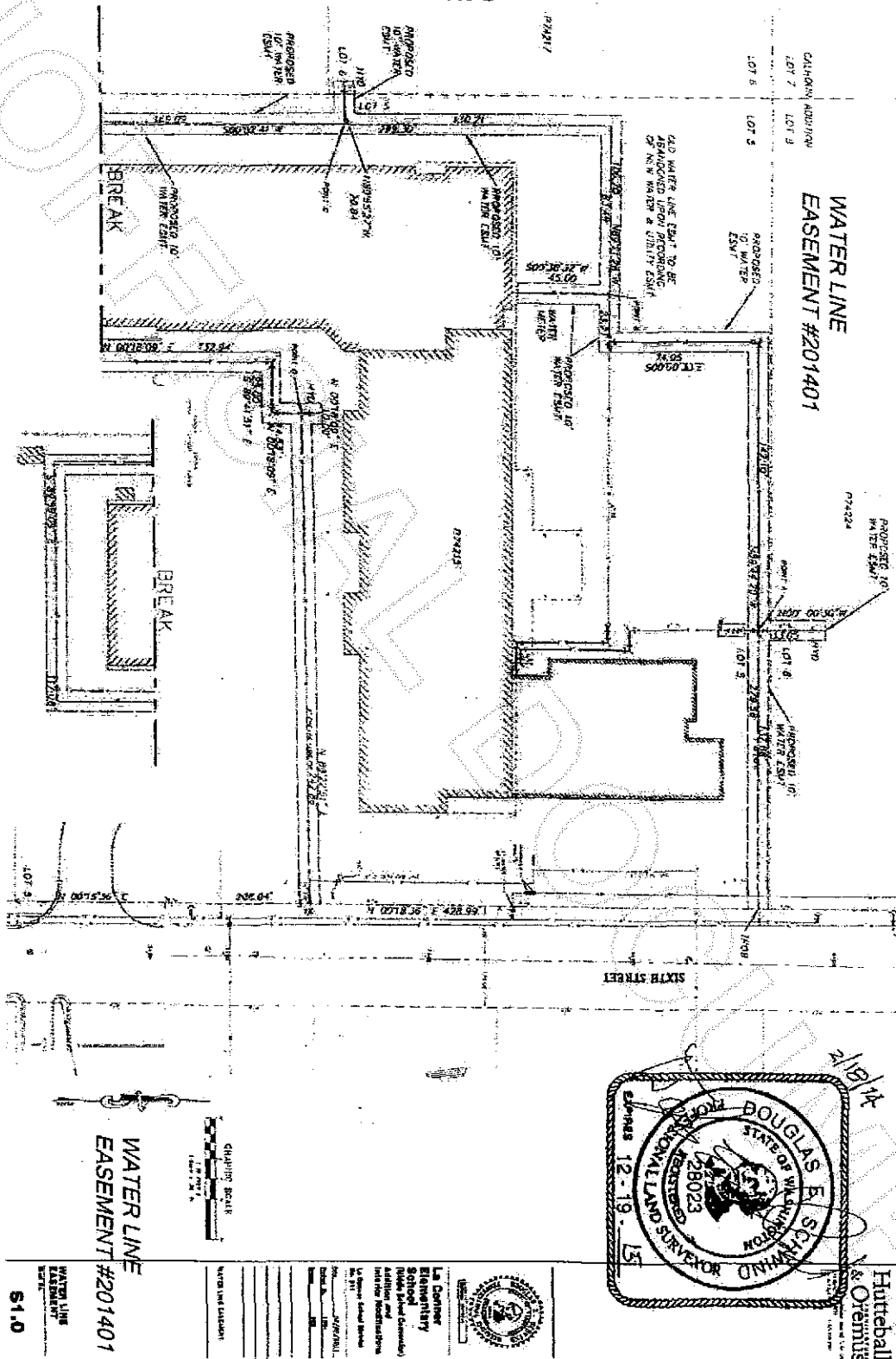
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# Exhibit C



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# Town of La Conner

## CONVEYANCE OF UTILITY FACILITIES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **La Conner School District** hereby grants, bargains, sells and conveys to the **TOWN OF LA CONNER**, a municipal corporation, the following described property located in Skagit County, Washington:

ALL of the Water Facility heretofore constructed as part of the Infrastructure Improvement Project known as **LCSD Middle School Conversion (2013)**.

The **Water Facility** is more specifically described as follows:

Pipe Size/Type	Approx. Length	On	From	To
<u>6"</u>	<u>1145</u> LF			10' wide Easement loop around structure.
<u>8"</u>	<u>235</u> LF			West of N. 6 <sup>th</sup> .
<u>10"</u>	<u>10</u> LF			

Including valves, fire hydrants, specialty valves, services and other appurtenances, all within public right-of-way and/or easements, and excluding any service lines beyond the meter, check valve assemblies or fire lines from the check valve assemblies to building connection.

In making the conveyance, the undersigned warrants to the Town that all claims for labor, material, and/or taxes and other indebtedness that might be a lien against said Facility(ies) have been paid and further guarantees to the Town for the period of one year from the date of this instrument, that said Facility(ies) be free of defects in labor and material.

The undersigned further warrants to the Town that s/he owns said Facility(ies) free and clear of all encumbrances and has full right, title, and right to dispose of same.

The execution of this conveyance hereby ratifies the Infrastructure Improvements Agreement.

DATED this 19 day of Feb, 20 14.

Dean Bruce, Supl.  
La Conner School Dist.



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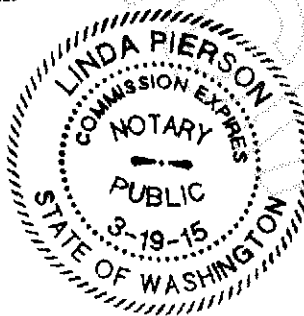
STATE OF WASHINGTON

)  
)SS  
)

COUNTY OF SKAGIT

On this 19 day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TIM BRUCE to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that s/he(they) signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned,

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Linda Pierson Linda Pierson  
Notary Public in and for the State of Washington,  
residing at 54 Conner  
My appointment expires 03/19/2015



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**PROPERTY DESCRIPTION:**

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thence N89°44'20"W a distance of 137.88 ft, referred to herein as Point A;  
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thence S89°59'05"E a distance of 117.08 ft;  
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thence S89°41'51"E a distance of 25.00 ft;  
thence N00°18'09"E a distance of 14.53 ft; referred to herein as Point D;  
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Commencing from Point C described above, thence N89°55'27"W a distance of 20.84 ft;

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Situated in the Town of LaConner, County of Skagit, State of Washington.

  
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Huttenball  
& Oremus



La Center  
Elementary  
School  
(School District)  
Addition and  
Interior Modifications  
to School Building  
No. 111  
Date: 3/21/2014  
Book: 188

WATER LINE EASEMENT

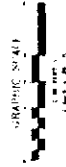


EXHIBIT A  
WATER LINE  
EASEMENT #201401

WATER LINE  
EASEMENT  
#201401

\$1.0

SIXTH STREET

EXHIBIT A  
WATER LINE  
EASEMENT #201401



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Skagit County Auditor

\$89.00

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**CERTIFICATION OF COSTS OF CONSTRUCTION  
OF INFRASTRUCTURE IMPROVEMENTS CONVEYED TO  
THE TOWN OF LA CONNER**

The undersigned is the Developer of the Infrastructure Improvement Project known as LCSD Middle School Conversion and has, pursuant to an agreement with the Town of La Conner dated the 18<sup>th</sup> day of July, 2013, constructed certain utility facilities that, after connection to the existing system(s) of the Town of La Conner, are to be conveyed to the Town by the Developer.

In accordance with the terms of the said Infrastructure Improvements Agreement between the undersigned and the Town of La Conner, the undersigned hereby certifies that the costs of construction of the facility being conveyed to the Town pursuant to said Infrastructure Improvements Agreement are as follows:

**Water Facility:**

A.	Materials	\$	<u>86,348.76</u>
B.	Labor	\$	<u>129,523.14</u>
C.	Engineering	\$	<u>19,500.00</u>
D.	Permits & Fees	\$	<u>17,422.50</u>
E.	Other Costs		
	Grouped Cost: 6" DI Water Main	\$	<u>131,675.00</u>
	(1145 LF @ \$115.00/LF)	\$	<u>                    </u>
	Grouped Cost: 8" & 10" DI Water Main	\$	<u>33,075.00</u>
	(245 LF @ \$135.00/LF)	\$	<u>                    </u>
		\$	<u>                    </u>

**Total costs of construction of facility:** \$ 417,544.40

CERTIFIED TO THE TOWN OF LA CONNER

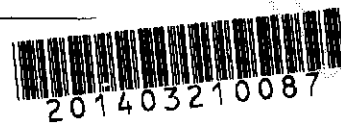
By *Robert Schryd*  
(insert name of developer if an individual or corporation if a corporate developer)

By *Don Paine*, ~~President~~ *Sept*

Corporate Seal

By \_\_\_\_\_, Secretary

INDIVIDUAL ACKNOWLEDGEMENT: \_\_\_\_\_



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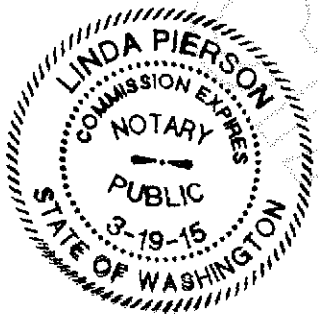
STATE OF WASHINGTON

)  
)SS  
)

COUNTY OF SKAGIT

On this 19 day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TIM BRUCE to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that s/he(they) signed and sealed the said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Linda Pierson  
Notary Public in and for the State of Washington,  
residing at 9a Conner  
Appointment expires 03/19/2015



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# BILL OF SALE

## FOR

### CONVEYANCE OF UTILITY FACILITIES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LA CONNER SCHOOL DISTRICT NO. 311, a Washington public school district (the "District"), hereby grants, bargains, sells and conveys to the TOWN OF LA CONNER, a Washington municipal corporation (the "Town"), the following described property located in Skagit County, Washington:

ALL of the Water Facility(ies) heretofore constructed as part of the Infrastructure Improvement Project known as **LCSD Middle School Conversion (2013)**.

The **Water Facility(ies)** is more specifically described as follows:

Pipe Size/Type	Approx. Length		On	From	To
6"	1145	LF	10' wide Easement loop around structure.		
8"	235	LF	West of N. 6 <sup>th</sup> .		
10"	10	LF			

The **Water Facility(ies)** includes all valves, fire hydrants, specialty valves, services and other appurtenances, all within public right-of-way and/or easements, and excluding any service lines beyond the meter, check valve assemblies or fire lines from the check valve assemblies to the building connection.

In making the conveyance, the District warrants to the Town that all claims for labor, material, and/or taxes and other indebtedness that might be a lien against said Water Facility(ies) have been paid and further guarantees to the Town for the period of one (1) year from the date of this instrument, that said Water Facility(ies) be free of defects in labor and material and hereby agrees to fully repair or replace any portion of the Water Facility(ies) found to be defective (including immediate, full restoration of any area or improvement disturbed by such repair or replacement) within one (1) year of the date hereof.

The District further warrants to the Town that the District owns said Facility(ies) free and clear of all encumbrances and has full right, title, and right to dispose of the same.

The execution of this conveyance hereby ratifies the Infrastructure Improvements Agreement.



DATED this 21 day of Feb, 2014.

**LA CONNER SCHOOL DISTRICT No. 311**

By Tim Bruce  
Tim Bruce, Ph.D., Superintendent

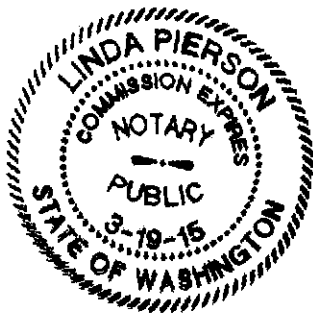
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 21 day of February, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim Bruce Ph.D., to me known to be the Superintendent of La Conner School District No. 311, a Washington public school district that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Washington public school district, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the date and year first above written.



Linda Pierson  
Notary Public in and for the state of  
Washington, residing at La Conner  
My commission expires: 03/19/2015  
Printed Name: Linda Pierson

**BILL OF SALE**  
**LA CONNER SCHOOL DISTRICT, GRANTOR**  
**TOWN OF LA CONNER, GRANTEE**

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