

Recording Requested By And
When Recorded Mail To:

Sedro-Woolley City Attorney
325 Metcalf Street
Sedro-Woolley, WA 98284



201609190092

Skagit County Auditor

\$78.00

9/19/2016 Page

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6 10:15AM

DOCUMENT TITLE: EASEMENT FOR STORMWATER

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): TERRY L. JOHNSON & JENNIFER M. KLUNDER, husband and wife

GRANTEE(S): City of Sedro-Woolley

GUARDIAN NORTHWEST TITLE CO.

ABBREVIATED LEGAL DESCRIPTION: SP SW 02-88, 23/35/04

ASSESSOR'S TAX / PARCEL NUMBER(S): P37172

ACCOMMODATION RECORDING ONLY

EASEMENT FOR STORMWATER

M4961

The undersigned, **TERRY L. JOHNSON & JENNIFER M. KLUNDER, husband and wife** ("Grantor"), for and in consideration of the public good, mutual benefits and no monetary consideration, hereby grants and conveys to the **City of Sedro-Woolley**, a municipal corporation in Skagit County, Washington ("Grantee), and its successors and assigns, a permanent Easement for Stormwater including open ditches, stormwater lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. Grantor owns certain real property located in the City of Sedro-Woolley and identified on *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property"). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the Real Property, such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating stormwater lines and open ditches, together with all facilities, connectors, pump stations and appurtenances ("Stormwater Lines"), including the right of ingress and egress with all necessary vehicles and equipment for said purposes. The Grantee may access the easement through the Real Property as well as the easement area, for purposes of installation, repair and maintenance, in a reasonable manner.

2. Right of Entry. Grantee shall have the right, without notice and at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Stormwater Lines for the purposes of serving the Real Property and other properties with stormwater drainage. Grantee agrees to restore the Real Property as nearly as reasonably possible to its

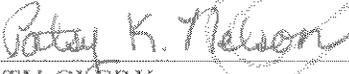
condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Stormwater Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Stormwater Lines or endanger the lateral or other support of the Stormwater Lines without Grantee's prior approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, without consent of Grantee, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Stormwater Lines.

4. Binding Effect/Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Skagit County Auditor.

DATED this 13th day of September, 2016.

GRANTOR  TERRY L. JOHNSON  JENNIFER M. KLUNDER	GRANTEE  MAYOR ATTEST:  CITY CLERK
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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
SEP 19 2016

Amount Paid \$ —
Skagit Co. Treasurer
By HB Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that TERRY L. JOHNSON & JENNIFER M. KLUNDER are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 13th day of September, 2016.

Cheryl A. Bruce
Cheryl A. Bruce (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Sedro Woolley
My Commission expires 9/30/17

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Keith Wagoner and Patsy Nelson appeared before me, acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the Mayor and City Clerk of City of Sedro-Woolley, to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument

SUBSCRIBED AND SWORN to before me this 13th day of September, 2016.

CHRISTINE A. SALSEINA
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 7-22-2017

Christine A. Salseina
Christine A. Salseina (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit Co.
My Commission expires 7-22-2017

EXHIBIT "A"
LEGAL DESCRIPTION
FOR ENTIRE PARCEL
TERRY JOHNSON & JENNIFER KLUNDER
(ASSESSOR'S PARCEL NO. 37172)

Lot 2, SEDRO-WOOLLEY SHORT PLAT NO. SW-2-88, approved June 1, 1988 and recorded June 1, 1988, in Volume 8 of Short Plats, page 40, under Auditor's File No. 8806010033, records of Skagit County, Washington; being a portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian.

Situated in the City of Sedro-Woolley
Skagit County, Washington.

EXHIBIT "B"
LEGAL DESCRIPTION
FOR THE CITY OF SEDRO-WOOLLEY
OF A STORMWATER EASEMENT ON
TERRY JOHNSON & JENNIFER KLUNDER'S PROPERTY

An easement running north and south along the eastern property line, beginning at the southeast corner, a fifteen foot wide area for a distance of fifteen feet northerly and then a ten foot wide area from that point to the northern boundary of the property legally described in Exhibit A herein.

EXHIBIT "C"

