



201610310262

Skagit County Auditor  
10/31/2016 Page

1 of 4 1:50PM \$76.00

Recording Requested By And  
When Recorded Mail To:City of Sedro-Woolley  
ATTN: PUBLIC WORKS DIRECTOR  
325 Metcalf Street  
Sedro-Woolley, WA 98284SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 31 2016

Amount Paid \$  
Skagit Co. Treasurer  
By *M. Dean* DeputyDOCUMENT TITLE: EASEMENT FOR SEWER LINESREFERENCE NUMBER OF RELATED DOCUMENT: Not ApplicableGRANTOR(S): PROPERTY TRIO LLC, a Washington Limited Liability CompanyGRANTEE(S): City of Sedro-WoolleyABBREVIATED LEGAL DESCRIPTION: LOT 2 SHORT PLAT SW-06-96ASSESSOR'S TAX / PARCEL NUMBER(S): P111567

### EASEMENT FOR SEWER LINES

The undersigned, **PROPERTY TRIO LLC, a Washington Limited Liability Company** ("Grantor"), for and in consideration of a public purpose, mutual benefits and for no monetary consideration, hereby grant and convey to the **City of Sedro-Woolley**, a municipal corporation in Skagit County, Washington ("Grantee"), and its successors and assigns, a permanent Easement for Sewer Lines including sewer lines and appurtenances thereto ("Easement") as follows:

**1. Nature and Location of Easement.** Grantor owns that certain real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference, (known as "Real Property"). The sewer line was installed to serve Grantor's property as well as other parcels. Both parties desire to identify an easement area through this agreement. Therefore, 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 shall be the south twenty (20) feet of the Real Property, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress with all necessary vehicles and equipment for said purposes. The Grantor as well as other property owners may connect to the sewer line within the easement area. 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 Sewer Lines for the purposes of serving the Real Property and other properties with utility service. 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 Sewer Lines.

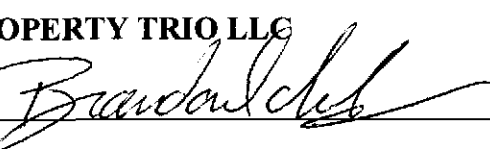
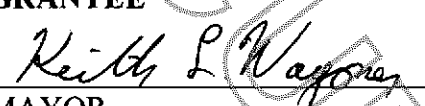

**3. Encroachment/Construction Activity.** Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer 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 Sewer 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. Indemnity.** Each party shall save, indemnify, defend, and hold harmless the other party harmless from any cost, claim, damages, judgments or liability caused by their wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law. It is further provided that no liability shall attach to the City by reason of entering into this contract except as expressly provided herein.

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

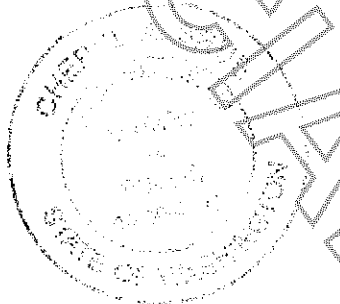
DATED this 28<sup>th</sup> day of September, 2016.

<b>GRANTOR</b>  <b>PROPERTY TRIO LLC</b> By: <u></u> Its: _____	<b>GRANTEE</b> <u></u> MAYOR  ATTEST: <u></u> FINANCE DIRECTOR
--	--

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that  
Brandon Schah is the owner of PROPERTY  
TRIO LLC who appeared before me, and said person acknowledged that he/she/they  
signed this instrument and acknowledged it to be the free and voluntary act of said  
corporation, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 28<sup>th</sup> day of  
September, 2016.



Cheryl A Brue  
Cheryl A Brue (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 L. 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 Finance Director 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 28<sup>th</sup> 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

LOT 2 SHORT PLAT SW-06-96 RECORDED AF#9706270067 BEING A PORTION  
OF SEDRO HOME ACREAGE SOUTH 75 FEET, LOT 25, PLATE #1

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