



201611300089

Skagit County Auditor

\$74.00

11/30/2016 Page

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2 3:03PM

After Recording Return to:
City of Mount Vernon
PO Box 809
Mount Vernon, WA 98273

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

NOV 30 2016

Document Name:

Sanitary Sewer Easement

Grantor(s):

Eagle Nest Holdings, LLC

Grantee:

City of Mount Vernon, WA

Abbreviated Legal Description:

Ptn Lots 7 and 8, Blk A, Riverside Add.

Assessor's Tax Parcel No.:

P54223 and P54221

Amount Paid \$

Skagit Co. Treasurer

By

Deputy

Eagle Nest Holdings, LLC, a Washington Limited Liability Company, hereinafter called the Grantor, for valuable consideration which is hereby acknowledged, conveys to the City of Mount Vernon, Washington, a municipal corporation, hereinafter called the Grantee, a perpetual non-exclusive sanitary sewer easement to use an area which is located as follows across the property of Grantor, to wit:

A portion of land located in Block A of the "Map of the Supplementary Survey of Block "A" in Riverside Addition to Mt. Vernon, Skagit Co., Washington," in the City of Mount Vernon, as per plat recorded in Volume 2 of Plats, Page 46, records of Skagit County, Washington, being more particularly described as follows:

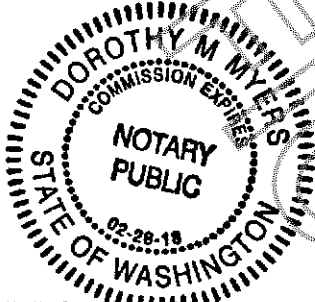
The South 5.00 feet of Lot 8, Except the West 25.24 feet thereof; and the north 15.00 feet of Lot 7, Except the West 38.24 feet thereof.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractor, and invitees shall use the easement for installation, maintenance, and repair of a sanitary sewer line therein.
2. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to Grantor arising in any manner out of Grantee's use of the easement.
3. Grantee has the right of reasonable access to construct, reconstruct, maintain, and repair the sanitary sewer line.
4. Grantee, upon construction of the sanitary sewer line, or upon reconstruction, maintenance, and repair shall return the surface of the property to the condition it was prior to the work.

5. Grantor reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided that Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.
6. Grantee may from time to time need to remove and dispose of vegetation, trees, or other obstructions within the easement area in order to carry out the purposes of the easement set forth in item 3 above.

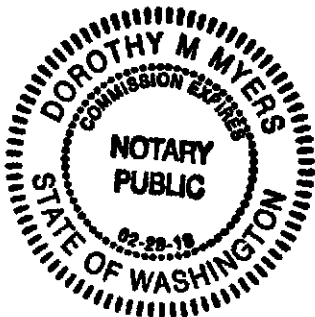
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 28th day of November, 2016.



[Signature]
Steve Hinton

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

On this 28th day of November, 2016, before me personally appeared Steve Hinton, General Manager to me personally known to be the person described in and who executed the above instrument and who acknowledged that he/she had the authority to execute the above instrument on behalf of Eagle Nest Holdings, LLC.



[Signature]
NOTARY PUBLIC, in and for the State of Washington,
Residing at: Mount Vernon WA Skagit Co.
My commission Expires 02/28/2018