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08/26/2020 04:21 PM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Harvinder Singh
4638 Celia Way, Apt. 202
Bellingham, WA 98226

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
AUG 26 2020

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

DOCUMENT TITLE: EASEMENT FOR SIDE SEWER LINE

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): City of Sedro-Woolley

GRANTEE(S): Harvinder Singh, a married man

ABBREVIATED LEGAL DESCRIPTION: TRACT B, Sauk Mountain View Estates

ASSESSOR'S TAX / PARCEL NUMBER(S): P120694

EASEMENT FOR SIDE SEWER LINE

The undersigned, **CITY OF SEDRO-WOOLLEY, a Washington Municipal Corporation** ("Grantor"), for and in consideration of mutual benefits and for no monetary consideration, hereby grants and conveys to the **HARVINDER SINGH**, a married man ("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"). Grantee owns adjacent property known as Tract A of Sauk Mountain View Estates. The existing side sewer line was installed to serve Grantee's property. Both parties desire to identify an easement area through this agreement. 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 five (5) feet on each side of the centerline of the side sewer line as it exists on the date of this Easement, as well as the area needed to extend the line from its current stub to Grantee's property. This Easement is for the limited purposes of maintaining, inspecting, repairing, removing, replacing, renewing, using and operating a side sewer line, 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 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, with reasonable notice, unless for an emergency, and at all times as may be necessary to enter upon the Real Property to

maintain, inspect, repair, remove, replace, renew, use and operate the Sewer Line. 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 Line or endanger the lateral or other support of the Sewer Line 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 Line.

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.

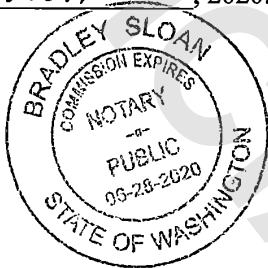
DATED this 11 day of MARCH, 2020.

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|---|---|
| <p>GRANTEE</p> <p>HARVINDER SINGH</p> <p>By: <u>HARVINDER SINGH</u></p> <p>Its: _____</p> | <p>GRANTOR</p> <p><u>[Signature]</u></p> <p>MAYOR</p> <p>ATTEST:</p> <p><u>[Signature]</u></p> <p>FINANCE DIRECTOR</p> |
|---|---|

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that HARVINDER SINGH is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 4 day of March, 2020.

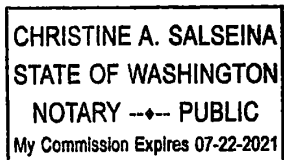


Bradley Sloan (Printed Name)
 NOTARY PUBLIC in and for the State of
 Washington residing at: Mount Vernon
 My Commission expires 6-28-2020

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JULIA JOHNSON and ~~JILL SCOTT~~ Baumertman 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 Manager 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 12th day of March, 2020.



Christine A. Salseina (Printed Name)
 NOTARY PUBLIC in and for the State of
 Washington residing at: Skagit Co.
 My Commission expires 07-22-2021

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT B, SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, AS PER PLAT RECORDED JUNE 9, 2003 UNDER AUDITOR'S FILE NUMBER 200306090032, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF TRACT A, SAUK MOUNTAIN VIEW ESTATES - SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT, AS PER PLAT RECORDED JUNE 9, 2003 UNDER AUDITOR'S FILE NO. 200306090032, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT A, THENCE S 06-01-52 E ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 81.09 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE S 67-38-27 E ALONG THE SOUTH LINE OF SAID TRACT A A DISTANCE OF 124.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5-52-34 AND AN ARC DISTANCE OF 48.20 FEET; THENCE N 13-20-50 W, A DISTANCE OF 152.12 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A WHICH LIES 134.17 FEET FROM THE NORTHWEST CORNER OF SAID TRACT A; THENCE S 88-18-58 W ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 134.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

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