

After Recording Please Return To:

Attn:
Town of La Conner
Post Office Box 400, 2nd and Douglas
La Conner, Washington 98273-9366
(360) 466-3125



200504130069
Skagit County Auditor

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Document Title(s): Sanitary Sewer Easement
Reference Number(s) of Documents Assigned or Released: 200406150202
Grantor(s): (Print Last name, First name, and Initials)
1. La Conner Holdings, LLC, a Washington Limited Liability Company
Grantee(s): Town of La Conner
Legal Description (abbreviated): A portion of Lots 7-9, Block T, La Conner

Additional legal description is on page one of document.
Assessor's Property Tax Parcel / Account Number: P74083

EASEMENT

THIS AGREEMENT made this 2nd day of April, 2005 by and between THE TOWN OF LA CONNER, a municipal corporation of Skagit County, Washington, hereinafter termed "Grantee" and La Conner Holdings, LLC, hereinafter termed "Grantor".

WITNESSETH:

Grantor, for valuable consideration in hand, the adequacy of which is acknowledged by Grantor, does by these presents grant, convey and warrant unto the Grantee a perpetual easement for sanitary sewer collection pipes with the necessary appurtenances through, over and across the following described property situated in Skagit County, Washington, more particularly described as follows:

THE NORTHERLY 20 FEET OF THE WESTERLY 70 FEET OF LOT 7, AND THE WESTERLY 60 FEET OF LOTS 8 AND 9, BLOCK T, "MAP OF LA CONNER, WHATCOM COUNTY, WASHN. TERRY, 1872", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 13 2005

1

Esmt. No. 74083

Amount Paid
By [Signature] Skagit Co. Treasurer Deputy

3/4/2005

Said permanent easement shall be over, across, along, in, upon and under the following described portion of the above-described property:

THE NORTHERLY 7.50 FEET OF THE WESTERLY 60 FEET OF LOT 9 AND ALSO THAT PART OF LOT 9 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE NORTHERLY 7.5 FEET OF THE WESTERLY 60 FEET OF SAID LOT 9;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 60 FEET, 7.00 FEET;

THENCE NORTHWESTERLY TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHERLY 7.5 FEET WHICH LIES 20.00 FEET WESTERLY OF SAID EASTERLY LINE;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE 20.00 FEET TO THE POINT OF BEGINNING.

ALL IN BLOCK T, MAP OF LA CONNER, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPTING THEREFROM:

ANY PORTION LYING BENEATH BUILDING OCCUPYING PART OF THE WESTERLY PORTION OF SAID LOT 9 AS OF DECEMBER, 2004.

A sketch depicting the location of this easement is attached hereto as Exhibit A and by reference thereto is made a part hereof.

Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose of constructing, repairing, altering, or reconstructing said sewer main, or making any connections therewith, without incurring any legal obligation or liability therefore; provided that such constructing, repairing, altering, or reconstructing of said sewer main shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.



Grantee shall indemnify, defend and hold Grantor harmless from and against any and all liability incurred by Grantor as a result of Grantee's negligence, or the negligence of Grantee's employees, contractors and agents, in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the acts or omissions of Grantor or Grantor's employees, contractors and agents.

Grantee agrees to maintain the sanitary sewer collection pipe ("sewer line"), to promptly repair any damage thereto that results in leakage on the property of Grantor and to hold harmless and indemnify the Grantor against any damages or liability of Grantor or Grantor's tenants caused by a breakage or leaking of the sewer line, excepting only damages or liability caused by the acts or omissions of Grantor or Grantor's employees, contractors and agents.

This easement shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both parties hereto.

CORPORATE SEAL

GRANTOR:

BY: *Peter A. Wood*

BY: *[Signature]*

BY: _____

ATTEST: _____

By: _____

Title: _____



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STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 2nd day of APRIL ~~2005~~ 2005, personally appeared before me PETER ANDREW WESCOTT, to me known to be the MANAGER of La Conner Holdings, LLC and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said Corporation.

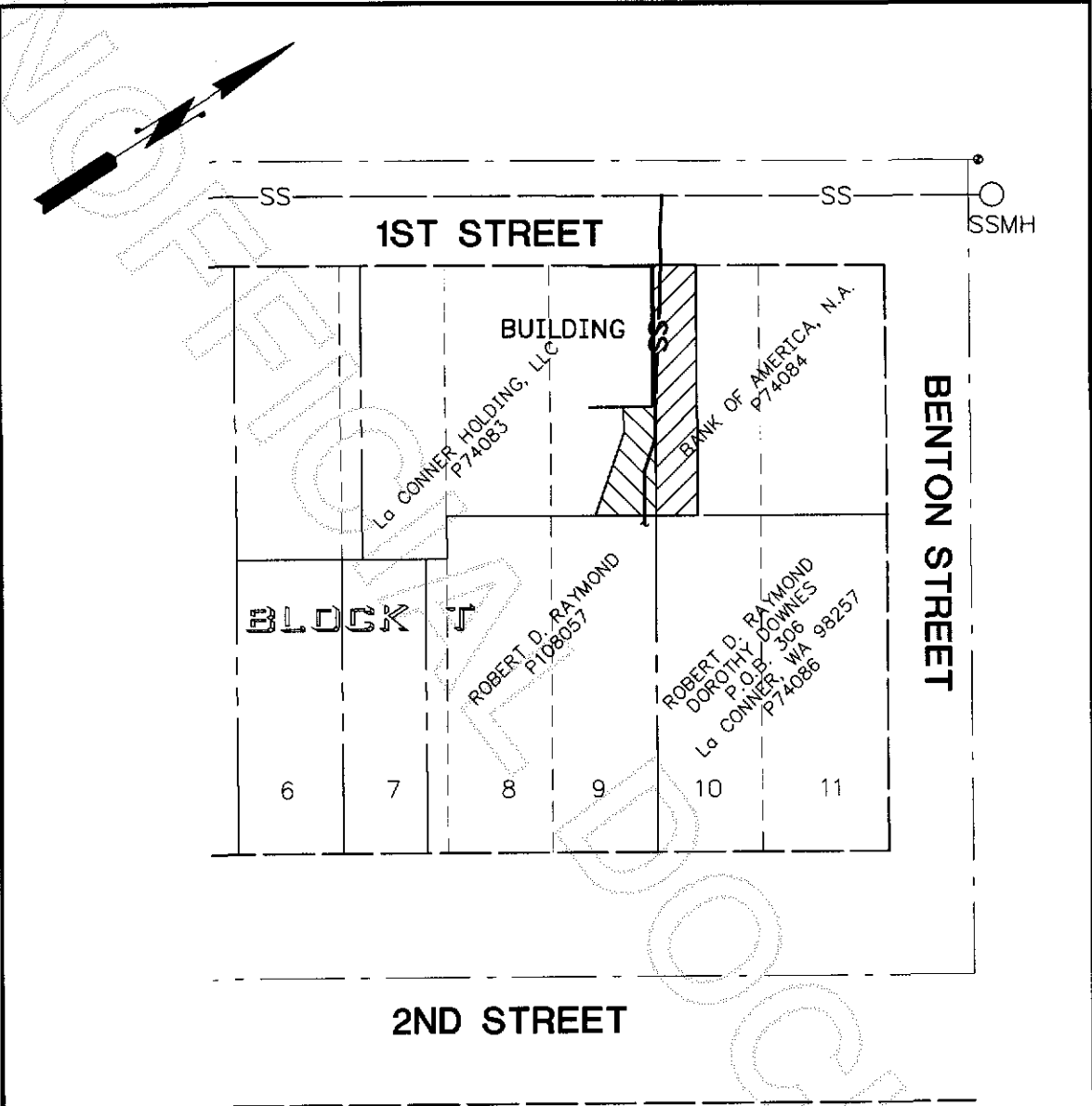


Sharon Gail Miller
Notary Public in and for the State of
Washington, residing at SEATTLE
Appointment expires 10-29-06



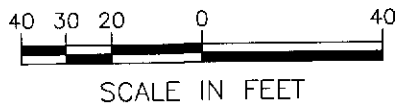
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2ND STREET

EXHIBIT A



P74084 Tax Lot Number
 Permanent Easement

TOWN OF LaCONNER SANITARY SEWER EASEMENTS IN SE 1/4 36-34-02		
CHS <small>CHS ENGINEERS, LLC</small>	<small>12507 BEL-RED ROAD SUITE 101 BELLEVUE, WA 98005-2500</small>	Scale 1" = 40'
	<small>TEL (425) 637-3693 FAX (425) 637-3694</small>	Sheet 1/1
Drawn by <u>VLG</u> Checked by <u>HB</u>	Approved by <u>EH</u> Date <u>12-04</u>	

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