

Recording Requested By And
When Recorded Mail To:

City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284



200703220091
Skagit County Auditor

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DOCUMENT TITLE: EASEMENT FOR SEWER LINES

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): Campbell, Dora Mae; Struthers, Daryl L.; Struthers, Sharon K.; DBA S.C.S. Enterprises

GRANTEE(S): City of Sedro-Woolley

ABBREVIATED LEGAL DESCRIPTION: Ptn of Lots 2, 3 & 6, Jameson Acreage, Vol 3, Pg 20

ASSESSOR'S TAX / PARCEL NUMBER(S): 4163-000-002-0409 P 76502 and 44163-000-006-0100 P 104178

\$0 consideration

FIRST AMERICAN TITLE CO.

83054-1

EASEMENT FOR SEWER LINES

The undersigned, **Dora Mae Campbell**, a single woman, an undivided $\frac{1}{2}$ interest; **Daryl L. Struthers**, a single man, an undivided $\frac{1}{4}$ interest; and **Sharon K. Struthers**, a single woman, an undivided $\frac{1}{4}$ interest, dba **S.C.S. Enterprises**, a partnership ("Grantor"), for and in consideration of the public good, mutual benefits and other valuable 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 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 ("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 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. Additional Requirements. The Grantee shall provide the Grantor one (1) future sewer connection to this parcel owned by the Grantor, her successors and/or assigns.

5. 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.

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

DATED this 2nd day of November, 2005.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 22 2007

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



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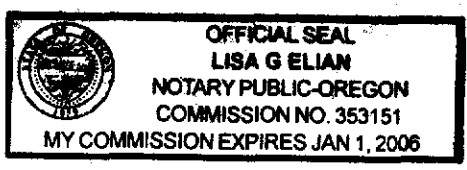
Skagit County Auditor

<p>GRANTOR</p> <p><u>Dora Mae Campbell</u> Dora Mae Campbell</p> <p><u>Daryl E. Struthers</u> Daryl E. Struthers</p> <p><u>Sharon K. Struthers</u> Sharon K. Struthers</p>	<p>GRANTEE</p> <p><u>[Signature]</u> MAYOR</p> <p>ATTEST:</p> <p><u>Patsy K. Nelson</u> CITY CLERK</p>
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STATE OF OREGON }
 County of Douglas } SS.

I certify that I know or have satisfactory evidence that Dora Mae Campbell, dba S.C.S. Enterprises, are the person(s) who appeared before me, and said person(s) 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.

DATED: 11-2-05



Lisa G. Elian
 Name (typed or printed): Lisa G. Elian
 NOTARY PUBLIC in and for the State of Oregon
 Residing at Canyonville, OR
 My appointment expires: 1-1-06




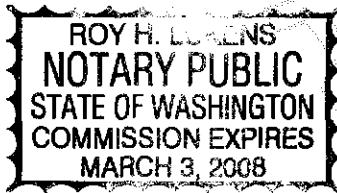
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STATE OF WASHINGTON)
)
) SS.
County of Skagit)

I certify that I know or have satisfactory evidence that Daryl L. Struthers and Sharon K. Struthers, dba S.C.S. Enterprises, are the person(s) who appeared before me, and said person(s) 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.

DATED: 11-11-05


Name (typed or printed): Roy H. Lukens
NOTARY PUBLIC in and for the State of
Washington
Residing at 4 Arlington, wa.
My appointment expires: 3-3-08

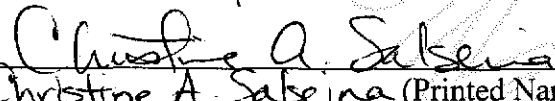


STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Mike Anderson

I certify that I know or have satisfactory evidence that ~~Sharon Dillon~~ 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 11th day of January, 2007.


Christine A. Sabena (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Skagit Co.
My Commission expires 7/23/09



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EXHIBIT "A"

ENTIRE LEGAL DESCRIPTION

Those portions of Lots 2, 3 and Lot 6 of the plat of "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST", (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at a point on the west line of Lot 3 of said plat which is the northwest corner of that certain tract conveyed to the Skagit Valley Convalescent Center, Inc., a Washington corporation, by deed recorded January 6, 1994, as Auditor's File No.9401060096; thence N 88°32'35" E along the north line of said tract, a distance of 367.30 feet; thence S 19°11'34" E along the easterly line of said tract, a distance of 343.89 feet, to a point on the northerly right of way line of State Highway No.20; thence N 60°19'31" E along the northerly line of said State Highway No.20 to the southwest corner of that certain tract conveyed to Edward M. Nelson, et ux, by deed recorded February 11, 1971, as Auditor's File No.748702; thence north along the west line of said Nelson property, a distance of 235 feet, more or less, to the north line of said Lot 2; thence west along the north line of said Lots 2 and 3 to the northwest corner of Lot 3; thence south along the west line of Lot 3 to the point of beginning.



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EXHIBIT "B"

LEGAL DESCRIPTION FOR THE CITY OF SEDRO-WOOLLEY
OF A SEWER EASEMENT TO BE ACQUIRED FROM S.C.S ENTERPRISES
(ASSESSOR'S PARCEL NO.'s P76502 AND P104178)

April 7, 2005

An easement for installation, maintenance and operation of sewer lines and sewer facilities over, under and through that portion of Lot 2 and Lot 6 of the plat of "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST", according to the plat thereof recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, lying within a 15 foot wide strip parallel with, northwesterly of, adjacent to and contiguous with the north line of State Route 20 and lying within the following described tract:

Beginning at a point on the west line of Lot 3 of said plat which is the northwest corner of that certain tract conveyed to the Skagit Valley Convalescent Center, Inc., a Washington corporation, by deed recorded January 6, 1994, as Auditor's File No.9401060096; thence N 88°32'35" E along the north line of said tract, a distance of 367.30 feet; thence S 19°11'34" E along the easterly line of said tract, a distance of 343.89 feet, to a point on the northerly right of way line of State Highway No.20; thence N 60°19'31" E along the northerly line of said State Highway No.20 to the southwest corner of that certain tract conveyed to Edward M. Nelson, et ux, by deed recorded February 11, 1971, as Auditor's File No.748702; thence north along the west line of said Nelson property, a distance of 235 feet, more or less, to the north line of said Lot 2; thence west along the north line of said Lots 2 and 3 to the northwest corner of Lot 3; thence south along the west line of Lot 3 to the point of beginning.

Containing 0.22 acres in the sewer easement



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Exhibit C

SCS ENTERPRISES
P76503 & P104178
15' WIDE SEWER EASEMENT = 0.22 ACRES
25' WIDE CONSTRUCTION EASEMENT = 0.38 ACRES

STATE ROUTE 20
SEWER EASEMENT
CONSTRUCTION EASEMENT

Skagit
Surveyors & Engineers

SURVEYING • CIVIL ENGINEERING • SUBDIVISIONS • LAND USE PLANNING • ELEVATIONS
806 Mercat Street Seacrest-Woolley, WA 98284 (360) 855-2121 Fax (360) 855-1658



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