



200710150168
Skagit County Auditor

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Recording Requested By And
When Recorded Mail To:

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

DOCUMENT TITLE: EASEMENT FOR SEWER LINES
REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable
GRANTOR(S): Skagit County Hospital District No. 304
GRANTEE(S): City of Sedro-Woolley
ABBREVIATED LEGAL DESCRIPTION: S27, T35, R4; Ptn. S 1/2 NE
ASSESSOR'S TAX / PARCEL NUMBER(S): P37713; P37843; P37831; P37834

GUARDIAN NORTHWEST TITLE CO.
92644

EASEMENT FOR SEWER LINES

The undersigned, **Skagit County Hospital District No. 304, a Washington Municipal Corporation** ("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 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 "D"*, 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, pump stations 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

of consideration paid

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. Temporary Construction Easement. In addition to the Permanent Easement granted under this agreement, Grantor conveys and warrants to Grantee a temporary construction easement for access over, through, across and upon the property described in *Exhibit "A"*, legally described in *Exhibit "C"* ("Temporary Easement Area") and depicted on *Exhibit "D"*, situate in the County of Skagit, State of Washington, for the construction of public sanitary sewer improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way. Grantee, its contractors, agents and permittees, shall have the right at such times as may be necessary, to enter upon the Temporary Easement Area, including entry into private improvements located in the Temporary Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said improvements, or making any connections therewith, including utility connections; without incurring any legal obligation or liability therefore, *provided*, that such construction, maintenance, repair, alteration or reconstruction shall be accomplished in such a manner that the private improvements existing within the easement shall not be disturbed or damaged, or in the event they are disturbed or damaged, they shall be restored or replaced in as good a condition as they were immediately before the property was entered upon by the Grantee. The term of this Temporary Easement is twelve months from the date the Grantee's contractor actually begins construction on this project.

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.



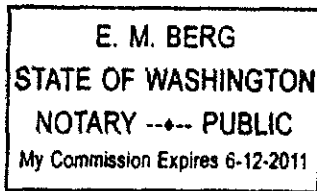
DATED this 9th day of October, 2007.

GRANTOR Skagit County Hospital District No. 304 By <u>[Signature]</u> Its _____ By _____ Its _____	GRANTEE <u>[Signature]</u> MAYOR ATTEST: <u>[Signature]</u> CITY CLERK
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that GREG REED is the Authorized Agents of Skagit County Hospital District No. 304 who appeared before me, and said person(s) 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 9th day of OCTOBER, 2007.



[Signature]
EM BERG (Printed Name)
NOTARY PUBLIC in and for the State of Washington residing at: L. L. Lanner
My Commission expires 6-12-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Mike Anderson 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.



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SUBSCRIBED AND SWORN to before me this 9th day of October, 2007.

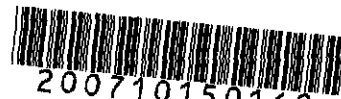
E M BERG (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: LA Lauer
My Commission expires 6-12-2011

E. M. BERG
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 6-12-2011

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 15 2007

Amount Paid \$ φ
Skagit Co. Treasurer
By MF Deputy



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EXHIBIT "A"

Legal description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

A non-exclusive easement for sanitary sewer construction, operation and maintenance over portions of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M., described as follows and lying within the hereinafter described Parcels "A", "B", "D" and "F":

Beginning at the intersection of the East line of Parcel "F" with the North line of State Route 20, all as shown on survey for United General Hospital Dist. #304, recorded under Auditor's File No. 200504290057, records of Skagit County, Washington; thence North 69°51'29" West, a distance of 46.12 feet; thence South 84°00'33" West, a distance of 226.73 feet; thence South 61°42'33" West, a distance of 35.54 feet; thence North 28°17'27" West, a distance of 23.03 feet; thence North 54°46'14" West, a distance of 59.06 feet; thence South 35°13'46" West, a distance of 15.00 feet; thence South 54°46'14" East, a distance of 52.26 feet; thence South 13°00'29" West, a distance of 12.67 feet; thence North 89°47'49" West, a distance of 80.99 feet; thence South 00°12'11" West, a distance of 106.43 feet to the South line of Parcel "D" as shown on said survey; thence South 89°09'10" East along said South line, a distance of 15.00 feet; thence North 00°12'11" East, a distance of 91.60 feet; thence South 89°47'49" East, a distance of 36.90 feet; thence South 00°12'11" West, a distance of 22.46 feet; thence South 40°28'56" East, a distance of 14.19 feet; thence North 61°42'33" East, a distance of 11.17 feet; thence South 17°10'42" East, a distance of 61.62 feet; thence South 03°08'19" West, a distance of 14.08 feet; thence South 28°00'00" East, a distance of 21.53 feet; thence North 62°00'00" East, a distance of 12.33 feet; thence North 28°00'00" West, a distance of 4.09 feet; thence North 62°00'00" East, a distance of 7.46 feet; thence North 28°17'27" West, a distance of 10.00 feet; thence South 62°00'00" West, a distance of 9.74 feet; thence North 28°00'00" West, a distance of 4.65 feet; thence North 03°08'19" East, a distance of 13.08 feet; thence North 17°10'42" West, a distance of 65.37 feet; thence North 61°42'33" East, a distance of 43.91 feet; thence North 28°17'27" West, a distance of 5.00 feet; thence North 61°42'33" East, a distance of 32.58 feet; thence North 84°00'33" East, a distance of 220.30 feet; thence South 69°51'29" East, a distance of 29.33 feet to the North line of State Route 20; thence North 61°42'33" East along said North line, a distance of 20.05 feet to the point of beginning of this description.

PARCEL "A":

The North 500 feet of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M. EXCEPT that portion conveyed to the State of Washington for highway purposes by deed dated January 6, 1966, and recorded January 25, 1966, under Auditor's File No. 677823.



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PARCEL "B":

EXHIBIT "A" continued

That portion of the West ½ of the Southeast ¼ of the Northeast ¼, Section 27, Township 35 North, Range 4 East, W.M., lying North of the State Highway right-of-way as it existed on April 30, 1963 which is North of and adjacent to the Great Northern Railway right-of-way.

EXCEPT that portion thereof described as follows: Beginning at a point on the North right-of-way line of the Old County road North 60°23'30" East 100.80 feet from the point of intersection of the West line of said subdivision with the North line of the Old County road right-of-way; thence North 18°17' West 239.20 feet to a point 15.00 feet East of the West line of said subdivision; thence North 0°29' West parallel to the West line of said subdivision 360.97 feet to the North line of said subdivision; thence South 89°37'15" East along the North line of said subdivision 660.78 feet to the Northeast corner thereof; thence South 0°28'15" East along the East line of said subdivision 251.14 feet to the North line of the Old County road right-of-way; thence South 60°23'30" West along said Old County right-of-way line 671.00 feet to the point of beginning. EXCEPT that portion conveyed to the State of Washington for highway purposes by deed dated January 6, 1966, and recorded January 25, 1966, under Auditor's File No. 677823.

PARCEL "D":

The East 80 feet of that portion of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M., lying North of State Highway right-of-way, as it existed on January 13, 1964. EXCEPT the North 500 feet thereof, EXCEPT that portion conveyed to the State of Washington for highway purposes by deed dated January 6, 1966, and recorded January 25, 1966, under Auditor's File No. 677823.

PARCEL "F":

That portion of the West ½ of the Southeast ¼ of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North right-of-way line of the old County road as it existed on November 15, 1996 which is North 60°23'30" East, a distance of 100.80 feet from the point of intersection of the West line of said subdivision with the North line of the old County road right-of-way extended; thence North 18°17' West, a distance of 239.01 feet to a point 15.0 feet East of the West line of said subdivision; thence North 0°29' West and parallel with the West line of said subdivision, 260.94 feet to a point 100 feet South of the North line of said subdivision; thence South 89°37'15" East and parallel with the North line of said subdivision 447.25 feet; thence South 0°29' East a distance of 223.40 feet; thence North 89°31' East a distance of 23.00 feet; thence South 0°29' East a distance of 37.10 feet to the North line of the County Road; thence South 60°23'30" West along said road 454.64 feet to the point of beginning, EXCEPT that portion of the above described property lying Easterly of the following described line:

Beginning at a point on the North right-of-way line of the old County Road which is North 60°23'30" East, a distance of 100.80 feet from the point of intersection of the West line of said subdivision with the North line of the old County Road right-of-way extended; thence North 18°17' West, a distance of 239.01 feet to a point 15.0 feet East of the West line of said subdivision; thence North 0°29' West and parallel with the West line of said subdivision, 260.94 feet to a point 100 feet South of the North line of said subdivision; thence South 89°37'15" East and parallel with the North line of said subdivision 338.55 feet to the true point of beginning; thence South 0°29' East to the North line of the County Road and the terminus of this line description.

ALSO EXCEPT that portion thereof lying within "The Pavilion Condominium" recorded as Auditor's File No. 200704040078.



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EXHIBIT "B"
LEGAL DESCRIPTION
FOR THE CITY OF SEDRO-WOOLLEY
OF A SEWER EASEMENT ON
UNITED GENERAL HOSPITAL DISTRICT #304 PROPERTY

An easement for sanitary sewer construction, operation and maintenance over portions of the northeast quarter of Section 27, Township 35 North, Range 4 East, W.M. described as follows:

Beginning at the intersection of the east line of PARCEL F with the north line of State Route 20, all as shown on survey for United General Hospital Dist. #304, recorded under Auditor's File Number 200504290057, records of Skagit County, Washington; thence N 69°51'29" W, a distance of 46.12 feet; thence S 84°00'33" W, a distance of 226.73 feet; thence S 61°42'33" W, a distance of 35.54 feet; thence N 28°17'27" W, a distance of 23.03 feet; thence N 54°46'14" W, a distance of 59.06 feet; thence S 35°13'46" W, a distance of 15.00 feet; thence S 54°46'14" E, a distance of 52.26 feet; thence S 13°00'29" W, a distance of 12.67 feet; thence N 89°47'49" W, a distance of 80.99 feet; thence S 00°12'11" W, a distance of 106.43 feet to the south line of PARCEL D as shown on said survey; thence S 89°09'10" E along said south line, a distance of 15.00 feet; thence N 00°12'11" E, a distance of 91.60 feet; thence S 89°47'49" E, a distance of 36.90 feet; thence S 00°12'11" W, a distance of 22.46 feet; thence S 40°28'56" E, a distance of 14.19 feet; thence N 61°42'33" E, a distance of 11.17 feet; thence S 17°10'42" E, a distance of 61.62 feet; thence S 03°08'19" W, a distance of 14.08 feet; thence S 28°00'00" E, a distance of 21.53 feet; thence N 62°00'00" E, a distance of 12.33 feet; thence N 28°00'00" W, a distance of 4.09 feet; thence N 62°00'00" E, a distance of 7.46 feet; thence N 28°17'27" W, a distance of 10.00 feet; thence S 62°00'00" W, a distance of 9.74 feet; thence N 28°00'00" W, a distance of 4.65 feet; thence N 03°08'19" E, a distance of 13.08 feet; thence N 17°10'42" W, a distance of 65.37 feet; thence N 61°42'33" E, a distance of 43.91 feet; thence N 28°17'27" W, a distance of 5.00 feet; thence N 61°42'33" E, a distance of 32.58 feet; thence N 84°00'33" E, a distance of 220.30 feet; thence S 69°51'29" E, a distance of 29.33 feet to the north line of State Route 20; thence N 61°42'33" E along said north line, a distance of 20.05 feet to the point of beginning of this description.

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

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EXHIBIT "C"
LEGAL DESCRIPTION
FOR
THE CITY OF SEDRO-WOOLLEY
OF
TEMPORARY SEWER CONSTRUCTION EASEMENT ON
UNITED GENERAL HOSPITAL DISTRICT #304 PROPERTY

A temporary construction easement over a portion of the northeast quarter of Section 27, Township 35 North, Range 4 East, W.M. described as follows:

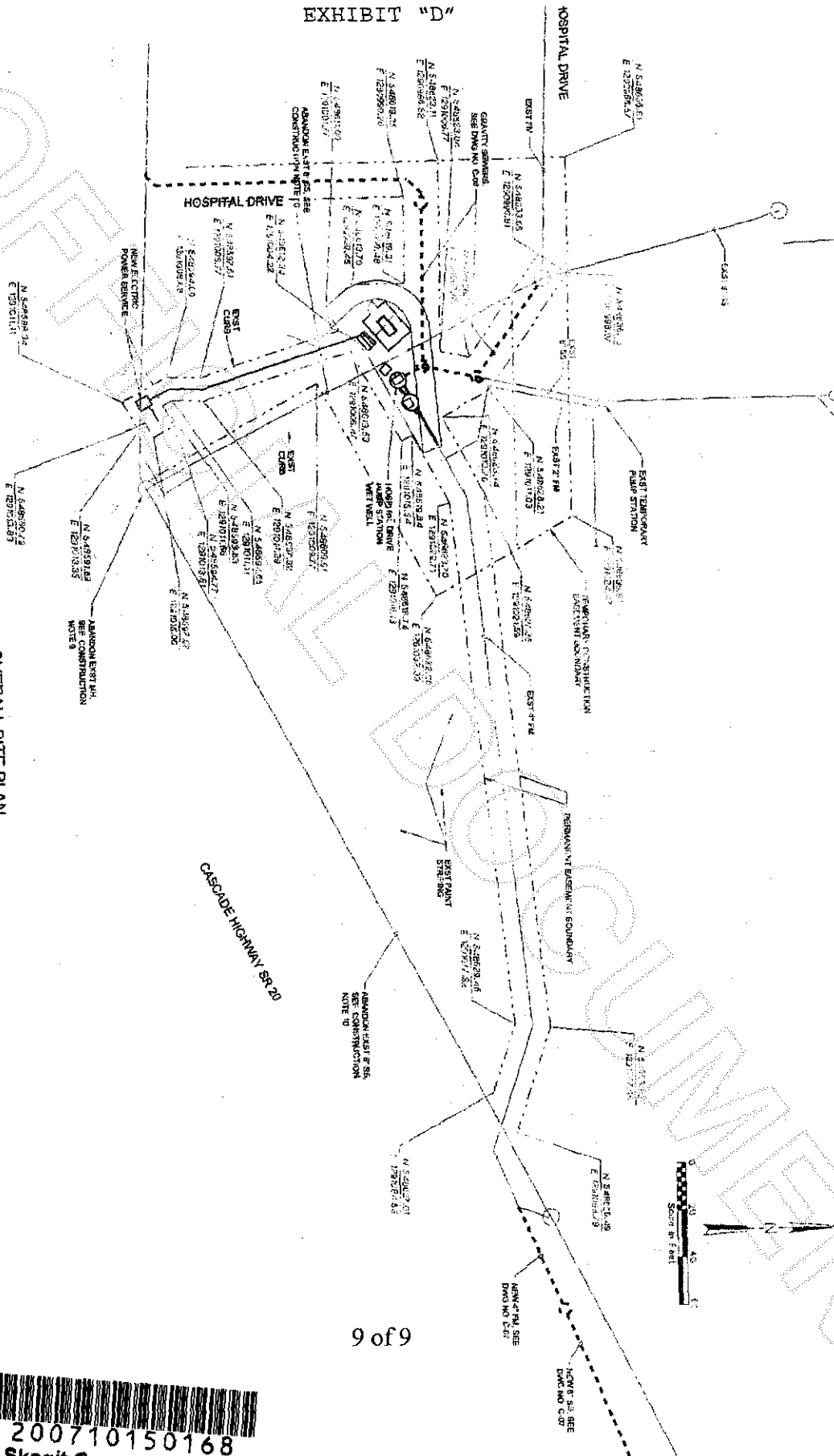
Beginning at the southeast corner of PARCEL D as shown on survey for United General Hospital Dist. #304, recorded under Auditor's File Number 200504290057, records of Skagit County, Washington; thence N 89°09'10" W along the south line of said PARCEL D, a distance of 53.93 feet; thence N 00°12'11" E, a distance of 161.22 feet; thence S 90°00'00" E, a distance of 151.60 feet; thence S 28°17'27" E, a distance of 66.88 feet; thence S 61°42'33" W, a distance of 102.76 feet; thence S 28°17'27" E, a distance of 81.50 feet to the north line of State Route 20; thence S 61°42'33" W along said north line, a distance of 32.10 feet to the most southerly corner of PARCEL B as shown on said survey; thence N 56°49'37" W along the southwesterly line of said PARCEL B, a distance of 59.52 feet to the point of beginning.

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



EXHIBIT "D"

OVERALL SITE PLAN





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