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, Skagit County Auditor

3/7/2001 Page 1 of 3 4:19:49PM

DECLARATION OF DRAINAGE EASEMENT

Grantor: Christenson Builders, Inc., a Washington corporation

Grantee: Christenson Builders, Inc, a Washington corporation/ owner Lot 52
Seaview Division 4

Legal Description:

Lot 48, Plat of Seaview Division No. 4, according to the plat thereof, recorded in Volume 17 of Plats, page 72, records of Skagit County, Washington.

Assessor's Property Tax

Parcel or Account No.: 4734-000 048-0000 P115958

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

Reference Nos of Documents

Assigned or Released: None

MAR 07 2001

Conveyance:

Amount Paid \$
Skagit County Treasurer
By: Deputy

The Declarant, Christenson Builders, Inc. a Washington corporation, does hereby declare an easement in accordance with the terms and conditions set forth herein.

RECITALS

- A. Declarant is the owner of multiple properties located within the subdivision of Seaview in Anacortes, Skagit County, Washington.
- B. Declarant is desirous of establishing a drainage easement for the benefit of one lot over and across an adjoining parcel, all of which are owned by Declarant.

1. **Properties.** The Declarant is the owner of two parcels which are the subject of this Easement Declaration. The properties are described as follows:

Parcel A: Lot 48 Plat of Seaview Division No. 4 according to Plat thereof recorded in volume 17 of Plats, page 72, records of Skagit County, Washington. (Referred to here after as the "burdened property").

Parcel B: Lot 52 Plat of Seaview Division No. 4 according to Plat thereof recorded in volume 17 of Plats, page 72, records of Skagit County Washington. (Referred to hereafter as the "benefitted property").

2. **Easement Area.** The easement area is legally described as follows:

Beginning at the Northwest corner of Lot 48 Seaview Division No. 4 as recorded in volume 17 of Plats, page 72, records of Skagit County, Washington; and running Southwesterly along the Westerly line of Lot 48 a distance of fifty feet; thence Easterly and parallel to the North line of Lot 48, a distance of thirty feet; thence Northeasterly and parallel to the West line of said Lot 48 a distance of fifty feet to the North line of said Lot; thence Westerly along said North line a distance of thirty feet to the true point of beginning. Situated in the county of Skagit, state of Washington.

3. **Declaration of Easement.** Declarant hereby declares an easement under and across Parcel A, which easement shall be in the Easement Area described in paragraph 2 herein. The easement created hereby is a nonexclusive perpetual easement for storm water and drainage purposes together with the nonexclusive right of ingress to and egress from said property for the purpose of installing and maintaining a pipe in the ground consistent with the easement purpose stated herein.

4. **Benefitted Property.** This easement benefits and shall be appurtenant to Parcel B as described herein and should be a covenant running with the land.

5. **Maintenance and Repair.** The owner of the benefitted property, their agents and contractors shall have the right to enter upon the property upon which the easement is imposed for the purpose of maintaining and repairing the storm drainage pipe. The benefitted land owner shall provide at least five days prior written notice of intent to enter upon the land of the burdened property owner for the purpose of executing such work. All work shall be completed diligently and within a reasonable time frame, in accordance with then applicable building codes. During the execution of such work, the benefitted property owner shall take reasonable steps to make the work area safe, limiting access to any unsafe condition upon the premises. Upon completion of the work, the benefitted property owner shall restore the surface of the land to the condition in which the property was found prior to execution of any repair or maintenance work. All such restoration shall be at the sole expense of the benefitted property owner.

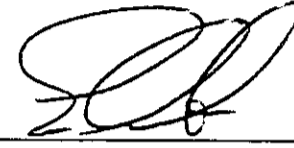


6. **Indemnity Provision.** The benefitted property owner shall indemnify and hold harmless the burdened property owner from any loss or damage resulting from any acts or omissions of the benefitted property owner arising during the course and scope of any maintenance or repair work upon the burdened property.

This agreement shall inure to the benefit of the owner of Parcel B together with their lenders and successors in interest.

This declaration made this 6th day of March, 2001.

Christenson Builders, Inc.

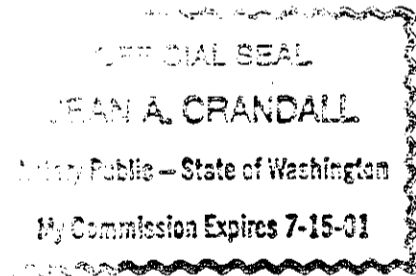


Eric T. Christenson, President

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Eric T. Christenson is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as the President of Christenson Builders, Inc., to be the free and voluntary act of him the uses and purposes contained in the instrument.

DATED: March 6, 2001.




Notary Public
My commission expires 7-15-01

