

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273



200406180157

Skagit County Auditor

6/18/2004 Page 1 of 6 3:40PM

LAND TITLE OF SKAGIT COUNTY

EASEMENT FOR DRAINAGE

Grantor (s) NORDCO GROUP, LLC, a Washington limited liability company
Grantee (s) KIRK & KELLY FELLERS, husband and wife
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Lot 1 & 2, SP18-87
Additional Legal on page(s)
Assessor's Tax Parcel No's: 340428-2-018-0208, P28020

THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between NORDCO GROUP, LLC, a Washington limited liability company (hereinafter "Grantor") and, KIRK & KELLY FELLERS, husband and wife (hereinafter "Grantee") who hereby agree as follows:

- 1) NORDCO GROUP, LLC, is the owner of the following described parcel of property in Skagit County, Washington: (hereinafter "Nordco Parcel")

Lot 1, Short Plat No. 18-87, approved June 22, 1987, recorded June 24, 1987 in Book 7 of Short Plats, page 183, under Auditor's File No. 8706240025, and being a portion of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 28, Township 34 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.

- 2) KIRK & KELLY FELLERS, husband and wife are the owners of the following described parcel ("Fellers Parcel")

That portion of Lot 2, Short Plat No. 18-87, approved June 22, 1987, recorded June

Easement for Drainage

24, 1987 in Book 7 of Short Plats, page 183, under Auditor's File No. 8706240025, and being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 34 North, Range 4 East, W.M. which is more particularly described as follows:

*BEGINNING at the Southwest corner of said Lot 2, Skagit County Short Plat No. 18-87;
thence North $1^{\circ}23'39''$ East (shown as North $1^{\circ}19'00''$ East on the face of said Short Plat) along the West line of said Lot 2 for a distance of 225.72 feet;
thence North $86^{\circ}48'33''$ East, parallel with the South line of said Lot 2, for a distance of 145.80 feet;
thence South $1^{\circ}25'41''$ West, for a distance of 225.73 feet, more or less, to the South line of said Lot 2 at a point bearing North $86^{\circ}48'33''$ East (shown as North $86^{\circ}45'54''$ East on the face of said Short Plat);
thence South $86^{\circ}48'33''$ West along said South line for a distance of 145.67 feet, more or less, to the POINT OF BEGINNING.*

Situate in the County of Skagit, State of Washington.

- 3) DRAINAGE EASEMENT: The easement conveyed herein is more particularly described as follows:

An easement for the discharge of drainage from the crawlspace of the single family residence located on the Fellers Parcel, which easement shall be over, under and across a ten foot strip described as follows:

The east ten feet of the south 225.72 feet of Lot 1, Skagit County Short Plat No. 18-87.

Except the south 165.72 feet of Lot 1, Skagit County Short Plat No. 18-87.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

- 4) TERMINATION OF EASEMENT: This easement shall remain in effect in perpetuity, until terminated by one of the following: (i) mutual written and recorded agreement of the Grantor and Grantee; (ii) by the operation of law; or (iii) in the event that the Grantor installs drainage or other improvements on Grantor's

Easement for Drainage



200406180157
Skagit County Auditor

6/18/2004 Page

2 of

6 3:40PM

property and elects to tie the drainage from Grantee's property into such drainage or other improvements. In the event that Grantor ties the drainage from Grantee's property into a drainage system on Grantor's property, Grantee and Grantor shall execute a notice of termination of this easement to be filed with the Skagit County Auditor's Office.

- 5) NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grantor, hereby quitclaims to Grantee the Easement, over under and across the Nordco Parcel, which Easement is more particularly described above.

- 6) This easement is to be held by the owners, their heirs and successors and assigns as appurtenant to the Nordco Parcel and the Fellers Parcel. The benefits, burdens and covenants of this easement shall be deemed to run with the land and bind the owners of the Nordco Parcel and the Fellers Parcel, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 7) For the purpose of construing or interpreting this Easement, the Easement is deemed to have been drafted equally by all parties hereto, and shall not be construed strictly for or against any member of any party. In the event of any dispute arising out of this agreement, the prevailing party shall be entitled to recovery of attorney's fees.

IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Dated this 17 day of June, 2004, JUN 18 2004

Grantor
NORDCO GROUP, LLC

CRAIG E. CAMMOCK, Manager

Grantee

Kirk Fellers
KIRK FELLERS

Kelly Fellers

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

Easement for Drainage


200406180157
Skagit County Auditor

State of Washington)
) ss
County of Skagit)

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

Dated: JUNE 14, 2004

Shelley L. Nevitt
(Signature)

NOTARY PUBLIC

Shelley L. Nevitt

Print Name of Notary

My appointment expires: 3-9-07

State of Washington)
) ss
County of Skagit)

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

Dated: JUNE 14, 2004

Shelley L. Nevitt
(Signature)

NOTARY PUBLIC

Shelley L. Nevitt

Print Name of Notary

My appointment expires: 3-9-07

Easement for Drainage



200406180157

Skagit County Auditor

6/18/2004 Page

4 of

6 3:40PM

property and elects to tie the drainage from Grantee's property into such drainage or other improvements. In the event that Grantor ties the drainage from Grantee's property into a drainage system on Grantor's property, Grantee and Grantor shall execute a notice of termination of this easement to be filed with the Skagit County Auditor's Office.

- 5) NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grantor, hereby quitclaims to Grantee the Easement, over under and across the Nordco Parcel, which Easement is more particularly described above.

- 6) This easement is to be held by the owners, their heirs and successors and assigns as appurtenant to the Nordco Parcel and the Fellers Parcel. The benefits, burdens and covenants of this easement shall be deemed to run with the land and bind the owners of the Nordco Parcel and the Fellers Parcel, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 7) For the purpose of construing or interpreting this Easement, the Easement is deemed to have been drafted equally by all parties hereto, and shall not be construed strictly for or against any member of any party. In the event of any dispute arising out of this agreement, the prevailing party shall be entitled to recovery of attorney's fees.

IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

Dated this 17 day of June, 2004.

Grantor
NORDCO GROUP, LLC


CRAIG E. CAMMOCK, Manager

Grantee


KIRK FELLERS

Easement for Drainage

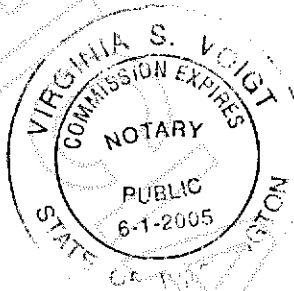


200406180157

Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that CRAIG E. CAMMOCK is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER/MEMBER of NORDCO GROUP, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 6/17/04

(Signature) Virginia S. Voigt

NOTARY PUBLIC

Print Name of Notary Virginia S. Voigt

My appointment expires: 6/1/05

Easement for Drainage



200406180157

Skagit County Auditor

6/18/2004 Page

6 of

6 3:40PM