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**SKAGIT LAW GROUP, PLLC**  
**P. O. Box 336**  
**Mount Vernon, WA 98273**



200505130211  
Skagit County Auditor

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**EASEMENT FOR CONSTRUCTION, MAINTENANCE,  
AND USE OF DRAINAGE SYSTEM**

Grantor(s) RONALD J. RICHESON and  
KARREN B. RICHESON, husband and wife

Grantee(s) KENNETH G. CHRISTIANSON and  
B. SUZANNE CHRISTIANSON, husband and wife

Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal:  
Additional Legal on page(s)  
Assessor's Tax Parcel Nos: P35442, P35443, P35445, P35446

*Garrett*  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 13 2005

Amount Paid \$  
Skagit Co. Treasurer  
By *man* Deputy

**THIS AGREEMENT** (the "Agreement"), is made this 5 day of May, 2005, by and between **RONALD J. RICHESON** and **KARREN B. RICHESON**, husband and wife (as "Grantor"), and **KENNETH G. CHRISTIANSON** and **B. SUZANNE CHRISTIANSON**, husband and wife (as "Grantee").

**RECITALS:**

WHEREAS, Grantor is the owner of certain real property situate near Burlington, Skagit County, Washington, and more particularly described on Schedule "A" attached hereto and incorporated herein by this reference (hereinafter referred to as Property "A"); and

WHEREAS, Grantee is the owner of certain real property lying northerly of property of Grantor (Property "A"), situate near Burlington, Skagit County, Washington, and more particularly described on Schedule "B" attached hereto and incorporated herein by this reference (hereinafter

referred to as Property "B"); and

WHEREAS, Grantee grows and cultivates nursery stock on a portion of Property B and in connection therewith desires to install a drainage system, as described in Section 1 below, draining southerly from Property B through Property A and connecting to a culvert located some 1,280 feet, more or less, westerly of the intersection of Pulver and Peterson Roads on the north side of Peterson Road; and

WHEREAS, Grantee has agreed to design and install the drainage system in a manner to accommodate the surface water drainage of both Property A and Property B in exchange for the Grantor's grant of the easement and agreement to participate in the costs to construct the drainage system in accordance with the terms and conditions of a cost sharing agreement entered into contemporaneous herewith.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, but with no monetary consideration to the Grantor for this easement, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement, depicted and described on Schedule "C" attached hereto and incorporated herein by this reference, for the transmission of drainage water and for the purposes of both installing and maintaining drainage tile and a biodrain, herein referred to as drainage system, from the common north/south boundary of Property A and Property B within the westerly twenty (20) feet of Property A to the culvert on the north side of Peterson Road. Further, the Grantor grants to the Grantee an easement for the construction of a biodrain with underlying tile, cedar chips, and drain rock, plus riprap as the drainage tile enters the culvert at the north side of Peterson Road. The Grantor shall relocate their fence as the same adjoins the right of way for Peterson Road and the ditch.

2. Costs. The Grantor and Grantee have agreed to share in the cost of the initial construction and installation of the drainage system that benefits both Property A and Property B. Both Grantor and Grantee shall thereafter share in the cost of inspecting, maintaining, improving, and repairing (as necessary) the drainage system lying within the easement based on the following formula:

<i>Property A</i>	-	<i>Twenty-five Percent (25%)</i>
<i>Property B</i>	-	<i>Seventy-five Percent (75%)</i>

3. Additional Property. The Grantee has the right of first refusal to purchase three (3) acres, more or less, lying easterly of tax parcel P35441 and described as tax parcel P35444, and in the event the Grantee should acquire said property, it is agreed that the easement rights herein shall extend to said property and Grantee shall have the right to connect the same to the drainage system without further consideration to the Grantor.

4. Maintenance. Each party agrees to reimburse the party initiating repairs or



maintenance to the drainage system within thirty (30) days from the date payment is made by the party initiating the repairs based on the formula in Section 2. If it becomes necessary to enforce the obligation of a party for their share of the expenses to repair and maintain the drainage system, the prevailing party shall be entitled to their costs of collection, including reasonable attorneys' fees and costs.

5. Hazardous Waste. No property owner benefited or burdened by this Easement shall improperly release or discharge into the drainage easement substances designated as or containing components designated as hazardous, toxic, or harmful and/or subject to regulation under any federal, state, or local law, regulation, or ordinance ("hazardous substances"). Any property owner and/or tenant of a property owner who violates the provisions of this Section 5 shall indemnify and hold all other property owners harmless from claims, liabilities, damages, causes, expenses, fees, fines, penalties (both civil and criminal), and attorneys' fees resulting from any personal injury, property damage, water pollution, hazardous waste contamination, or damage to natural resources or environmental harm arising out of the improper release or discharge of hazardous substances. The offending party's obligations under this Section 5 extend to liability arising under common law or any other federal, state, local, or governmental regulation.

6. Runs With the Land. The benefits and burdens of the easement granted herein shall be deemed to run with the land and bind both Property A and Property B, as augmented by any additional property acquired by the Grantee referenced in Section 3, and the covenants and agreements contained herein shall be binding upon the heirs, successors, and assigns of the parties hereto.

7. Work Standards. All work performed by the Grantee or its agents/subcontractors shall be in accordance with plans approved by the Grantor and shall be completed in a workmanlike manner free of claims or liens. Upon completion, Grantee shall remove all debris and restore the surface of the Grantor's property, as nearly as possible, to the condition it was at the commencement of such work.

8. Access by Grantee. Grantor shall make provision satisfactory to the Grantee for continued access by Grantee over, across, and through the easement area during periods in which the Grantee is conducting construction or maintenance activity.

9. Release and Indemnity. The Grantee does hereby release and indemnify and promise to defend and hold the Grantor harmless from any and all liability, loss, damage, expense, actions, or claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted, arising directly or indirectly on account of acts or omissions of the Grantee, its servants, agents, employees, or contractors in the exercise of the rights granted herein; provided, however, this Section does not purport to indemnify the Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Grantor or the Grantor's agents or employees.



IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year set forth.

GRANTOR:

GRANTEE:

Ronald J. Richeson

Kenneth G. Christianson

RONALD J. RICHESON

KENNETH G. CHRISTIANSON

Date: May 15, 2005

Date: May 10, 2005

Karren B. Richeson

B. Suzanne Christianson

KARREN B. RICHESON

B. SUZANNE CHRISTIANSON

Date: 5-5-05

Date: May 10, 2005

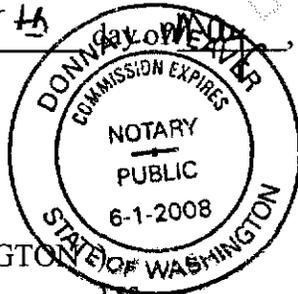
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **RONALD J. RICHESON** and **KARREN B. RICHESON** are the persons who appeared before me and each acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 5<sup>th</sup> day of May, 2005.



DONNA WEAVER

(Type or Print Name of Notary)

Donna Weaver

My commission expires June 1 2008

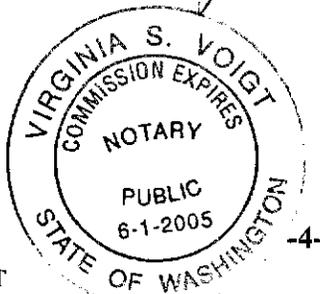
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that **KENNETH G. CHRISTIANSON** and **B. SUZANNE CHRISTIANSON** are the persons who appeared before me and each acknowledged that s/he signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of May, 2005.



Virginia S. Voigt  
(Type or Print Name of Notary)

My commission expires: 6/1/05

EASEMENT AGREEMENT



200505130211

Skagit County Auditor

SCHEDULE "A"

(Richeson Properties - Property A Legal Description)

That portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 35 North, Range 3 East, W.M., described as follows: Beginning at the Southeast corner of said Section 36; thence North  $0^{\circ}23'05''$  West along the East line of said Section 36, a distance of 246.98 feet; thence South  $89^{\circ}36'55''$  West a distance of 237.41 feet; thence South  $0^{\circ}23'05''$  East a distance of 240 feet, more or less to the South line of said Section 36; thence East along the South line of said Section 36, to the point of beginning, EXCEPT the South 30 feet thereof and EXCEPT the East 20 feet thereof for County Roads. Situate in the County of Skagit, State of Washington.

[P35442]

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The South 629 Feet of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Twp. 35 North, Range 3 E.W.M., Skagit County, Washington, EXCEPT roads.

[P35443; P 35445; P 35446]



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SCHEDULE "B"

(Christianson Properties - Property B Legal Description)

P35441

The Southeast 1/4 of the Southeast 1/4 of Section 36, Township 35 North, Range 3 East, W.M.,

EXCEPT the South 629 feet thereof,

AND EXCEPT the East 20 feet thereof for County Road,

ALSO, EXCEPT the West 200 feet of the East 220 feet of said Southeast 1/4 of the Southeast 1/4;

P35431

The South Half of the Northeast Quarter of the Southeast Quarter of Section 36, Township 35 North, Range 3 East of the Willamette Meridian;

EXCEPT that portion thereof described as follows:

Beginning at the Southeast corner of said Section 36;  
thence North 00°23'05" West, along the East line of said Section 36, 1,529.50 feet to the true point of beginning;  
thence continue North 00°23'05" West, along said East line, 247.46 feet, said point being South 00°23'05" East 737.41 feet from the East Quarter corner of said Section 36;  
thence North 87°53'50" West 211.96 feet;  
thence South 01°54'53" West 251.11 feet;  
thence South 88°53'57" East 221.91 feet to the true point of beginning,  
EXCEPT the East 25 feet thereof for County Road, also known as Short Plat No. 31-73, approved July 11, 1973.

Situated in Skagit County, Washington.



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SCHEDULE "C"

(Description of Easement)

The west 20 feet of the following described property:

The South 629 Feet of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Twp. 35 North,  
Range 3 E.W.M., Skagit County, Washington, EXCEPT roads.



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