



200606080101

Skagit County Auditor

6/8/2006 Page 1 of 9 3:00PM

Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: Ann Marie Gutwein
Engineering Services
1800 Continental Place
Mount Vernon, Washington 98273

DOCUMENT TITLE: EASEMENT FOR STORM DRAIN

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Stakkestad, Wendell J and Ingrid A. Larson, 288 Boblett St., Blaine, WA 98230

GRANTEE(S): County of Skagit

ABBREVIATED LEGAL DESCRIPTION: TAX 8 Beg 876.2FT N OF SE C SEC 32 TH N DK 19 63-40
W 135 FT TO SAMISH RIV TH S ALG SD RIV 30 FT S 63-40 E 135 FT TO SEC LI TH N 30 FT TPOB

ASSESSOR'S TAX / PARCEL NUMBER(S): 360332-0-015-0000, P48512.

EASEMENT FOR STORM DRAIN

The undersigned, **Wendell J. Stakkestad** and **Ingrid A. Larson**, equally, as tenants in common ("Grantors"), and **The County of Skagit** ("Grantee"), for and in consideration of Eight Hundred Dollars, in hand paid, hereby grants to Skagit County, a municipal corporation in the State of Washington ("Grantee), and its successors and assigns, a permanent Easement for storm drain 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 Southwesterly 5-feet of said Real Property within which to install and cover a piped storm drain and provide storm drain service to streets and rights of way and properties that may access and use the streets and rights of way. Said Easement is legally described on *Exhibit "B"* and is described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for said storm drain, together with all facilities, connectors and appurtenances, including the right of ingress and egress with all necessary vehicles and equipment for said purposes. The Grantor as well as other property owners with permission of Grantor may connect to the storm drain pipe within the easement subject to review and approval by Skagit County. The Grantee may access the easement

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through the Real Property as well as the easement area, for purposes of installation, repair and maintenance of the storm drain in a reasonable manner. Notice of planned work will be given one month or more in advance. Emergency response including flood fighting and storm damage repairs will not require notice in advance.

2. Construction Easement. In addition to installation of the storm drain in the permanent easement, the Grantee shall have the temporary right from time to time as may be necessary, to give notice and reasonably enter upon the Real Property adjacent to the permanent easement, to store materials and equipment, and work from there to install, lay, construct, maintain, inspect, repair, remove, replace, and renew the storm drain in the permanent easement. Grantee agrees to timely remove materials and equipment, and to restore the Real Property and the permanent easement as nearly as reasonably possible to its original or pre-existing design condition after any material disturbance from construction, operation, maintenance, repair, or replacement of the storm drain. Said restoration shall include fill over the storm drain line of suitable earth material plus surface of 4 inches with 5/8 minus crushed rock to the existing adjacent ground line. All survey monuments for the Real Property shall be restored and certified by a Professional Land Surveyor at Grantee's cost after construction disturbance.

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 storm drain line or endanger the lateral or other support of the storm drain pipe without Grantee's prior approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and foundations or 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 storm drain.

4. 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. The covenants and agreements of this easement shall be binding upon the successors and assigns of any or all parties hereto.

5. Hold Harmless. The Grantee, its heirs, successors, and assigns agree to indemnify, hold harmless, and defend the Grantor, from and against any all claims, losses, costs and damages including without limitation personal injury,






death, property damage, loss of use, and attorney's fees arising out of, relating to, or resulting from installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using, and operating the storm drain, except for such damages or other losses caused by or resulting from the sole negligence of the Grantor, or Grantor's invited guests or visitors.

6. Termination. This easement shall continue until such time as the storm drain is no longer needed, at which time it may be terminated by written notice to the Owner from Skagit County.

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

DATED this 5th day of June, 2006.

SEE ATTACHED SIGNATURE PAGE

GRANTEE	GRANTORS
BOARD OF COUNTY COMMISSIONERS SKAGIT COUNTY, WASHINGTON	 Wendell J. Stakkestad
Don Munks, Chairman	 Ingrid A. Larson
Kenneth A. Dahlstedt, Commissioner	
Ted W. Anderson Commissioner	
For Agreements under \$5,000.00	
Gary Rowe, County Administrator (Authorization per Resolution #R20030146)	2843 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX
APPROVED:	JUN 08 2006
By: _____ Chal A. Martin, P.E. Director, County Engineer	Amount Paid \$ <input checked="" type="checkbox"/> Skagit Co. Treasurer By:  Deputy
By: _____	

SKAGIT COUNTY
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Skagit County Auditor

Billie Kadrmas
Risk Manager

Approved as to Form:

By:
Melinda Miller
Civil Deputy

ATTEST:

JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Wendell J. Stakkestad appeared before me, and said persons acknowledged that he 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 27 day of April, 2006



Gary T. Jones
GARY T. JONES (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Mount Vernon
My Commission expires 3/10/2010

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STATE OF WASHINGTON)
) ss.
COUNTY OF Graup Harbor)

I certify that I know or have satisfactory evidence that Ingrid A. Larson appeared before me, and said persons acknowledged that she 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 29th day of
April, 2006.

CANDACE I. PALMER
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires Feb. 15, 2009

Candace I Palmer
Candace I Palmer (Printed Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Aberdeen
My Commission expires 2/15/2009



Signed this 5th day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY WASHINGTON

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Chairman

Ted W. Anderson

Ted W. Anderson, Commissioner

Don Munks

Don Munks, Commissioner

Approved:

By: Chal A. Martin

Chal A. Martin, P.E.
Director/County Engineer

By: Billie Kadrmas

Billie Kadrmas
Risk Manager

By: Trisha Logue

Trisha Logue, CPA
Budget/Finance Administrator

Approved as to Form:

By: M. [Signature]

Civil Deputy

ATTEST:

JoAnne Giesbrecht
JoAnne Giesbrecht, Clerk of the Board
Skagit County Board of Commissioners

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EXHIBIT A – FULL TRACT LEGAL DESCRIPTION

P48512 – Stakkestad and Larson

That portion of Government Lot 9, Section 32, Township 36 North, Range 3 East, W.M., described as follows:

Commencing on the East line of Section 32, 876.2 feet north of the S.E. corner thereof, the True Point of Beginning of this description; Thence North 63 deg 40 min West, 135 feet to Samish River; Thence South along said River, 30 feet; Thence South 63 deg 40 min East, 135 feet; Thence North 30 feet to the True Point of Beginning.



EXHIBIT "B"
LEGAL DESCRIPTION
FOR

STORM DRAIN EASEMENT TO BE ACQUIRED

(ASSESSOR'S PARCEL NO. P48512)

October 4, 2005

The Northeasterly 5-ft strip of land, within, contiguous with and adjacent to the Northeasterly line of said parcel, together with a 5-ft strip of land centered on the existing storm drain pipe that enters said parcel at the Southeasterly corner thereof, and tends Northwesterly to connect to the 5-ft strip along the Northwesterly lot line at approx. 20 ft west of the Easterly most line of said parcel.

See Exhibit C.

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