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W. Theodore Vander Wel, Esq.
10500 NE 8th Street, Suite 1900
Bellevue, Washington 98004



200705150068

Skagit County Auditor

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Document Title: Drainage Easement Agreement

Reference Number of Related Document: N/A

Grantor: Burtness Family Trust dated July 6, 1996

Grantees: John F. Mann and Linda M. Mann

Abbreviated Legal Descriptions: Lots 4 and 5 of Anacortes Short Plat No. 95-006 and
Por. of NE ¼ of Sec. 25, Twp35 N., Range 1 East W.M.

Assessor's Tax Parcel Numbers: P109544 and P109545; and P32039

DRAINAGE EASEMENT AGREEMENT

This DRAINAGE EASEMENT AGREEMENT ("this Agreement") is entered into on this _____ day of April, 2007 by and between the Burtness Family Trust dated July 6, 1996, by and through its Trustees, Richard Burtness and Anitra K. Burtness, ("Burtness") and John F. Mann and Linda M. Mann, husband and wife, ("the Manns") with respect to the following facts.

Recitals

A. Burtness is the current owner of two certain parcels of real property located in Skagit County, Washington, which parcels are more particularly described as follows:

Lots 4 and 5 of Anacortes Short Plat No. 95-006, Records of Skagit County, Washington. Situate in Skagit County, Washington ("the Burtness Parcels").

B. The Manns are the current owners of a certain parcel of real property located in Skagit County, Washington, which parcel is more particularly described as follows:

The North 186 feet of the West 297 feet of the Southwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East, W.M.; except the North 80 feet thereof; and except right-of-way for road purposes 60 feet in width across said premises conveyed to the City of Anacortes by deed recorded under Auditor's File No. 468817, Records of Skagit County, Washington; also except such portion as may lie westerly of said right-of-way.

Situate in Skagit County, Washington ("the Mann Property").

C. The Burtness Parcels and the Mann Property share a common property line. The Burtness Parcels are generally situated east of that common property line whereas the Mann Property is generally situated west of that common property line. The Burtness Parcels are generally downgradient from the Mann Property.

D. The parties previously agreed to the installation of an underground drainage line from said well under and across the Mann Property and under and across the Burtness Parcels. The purpose of the drainage line was to control, manage and direct the water naturally flowing out of the artesian well on the Mann Property and onto the Burtness Parcels. The term "artesian well" shall hereinafter be deemed to include water naturally flowing from a spring on the Mann Property which flows in a drainage line which is connected to the drainage line referred to in the preceding sentence. In addition to the drainage line, the Burtness improvements include but are not limited to its installation of a French drain along the western boundaries of the Burtness Parcels.

E. The Manns desire to obtain from Burtness without the payment of any consideration and Burtness is willing to grant to the Manns a drainage easement across the Mann Property pursuant and subject to the terms hereof.

WHEREFORE, with respect to these facts, the parties agree as follows:

SECTION ONE

1.1. Grant of Easement. Burtness hereby grants to the Manns a nonexclusive drainage easement solely for the purpose of accepting the water naturally flowing out of an artesian well on the Mann Property that also flows across the parties' common property line.

1.2. Agreement to Limit Use to Drainage of Well Water. The Manns agree to limit the use of this drainage line in the drainage easement to water naturally flowing out of an artesian well on the Mann Property. In the event that the Manns use this drainage easement for any other purpose, Burtness shall be entitled to injunctive relief enjoining the same and recovery of any damages it incurs as a result of such misuse. Under no circumstances shall the Manns be entitled to place stormwater or sewage into, or connect a stormwater drainage line or system or sewer or septic lines to, this easement. Whether or not any such misuse is visible to Burtness, the Manns shall not be entitled to obtain an easement by way of prescription for drainage purposes as a result of any misuse by them of this easement.

1.3. Location of Easement. The westernmost point of this easement shall be located at a point on the parties' common property line that is at the junction of the Burtness Parcels and the eastern boundary of the Mann Property. The centerline of said easement shall extend from said point in a generally easterly direction along the common property line shared by the Burtness Parcels. Said easement shall be ten feet wide, i.e. five feet on either side of such centerline. The easternmost point of this easement shall be located at the easternmost junction of the Burtness Parcels.



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1.4. Attorney Fees and Costs. In any arbitration, litigation or proceedings to enforce this Agreement or to determine the rights and obligations of the parties under this Agreement, the substantially prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred therein.

1.5. Run With the Land. The restrictions hereby imposed and the agreements herein contained shall run with the land and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Burtness Parcels and the Mann Property, and all persons and entities claiming under them.

1.6. Limited Right of Entry/Maintenance. Notwithstanding any provision herein to the contrary, no right to enter a parcel is granted hereunder and no right to repair, maintain or replace this drainage easement across the parcel of another is granted hereunder. In the event of an emergency arises where water originating from the Manns' artesian well is backing up or flowing other than through the drainage easement granted herein, then either party hereto may enter onto the property of the other to take such reasonable and necessary steps as may be required to remedy such emergency situation. If either party takes such emergency action, it shall notify the other party within 48 hours of having taken such actions.

SECTION TWO

Miscellaneous Provisions

2.1. Partial Invalidity. If any provisions in this Agreement is, becomes, or is deemed illegal, such provisions shall be deemed amended to conform to applicable laws as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

2.2. Entire Agreement. This Agreement contains the entire agreement between the parties relative to the subject matter contained herein and correctly sets forth the rights, duties, and obligations of the parties. No oral representations or modifications regarding this Agreement shall have any force.

2.3. Headings. The section and paragraph headings in this Agreement are for the convenience of the parties only and are not intended to modify or define it in any way.

2.4. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

2.5. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto, nor shall it cause them



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to be considered joint venturers or members of any joint enterprise. This Agreement is not intended to nor shall it be construed to create any third party beneficiary rights in any person who is not a party to this Agreement unless otherwise expressly provided for.


2.6. No Merger. Ownership, at any time, now or in the future, of all or any portion of or any interest in the Burtness Parcels and the Mann Property by the same person or entity which then owns all or any portion of any other interests in the Burtness Parcels and the Mann Property shall not create a merger of title, estate, or other merger, and shall not therefore terminate all or any part of the covenants or other terms or provisions of this Agreement as they apply to the Burtness Parcels and the Mann Property, or the respective owner(s) thereof, and such covenants and other terms and provisions shall remain in full force and effect regardless of any of the aforementioned common ownerships now or hereinafter existing; provided, however, that any such common owner may, by written instrument filed of record in the records of Skagit County, Washington, elect to have such a merger and termination occur with regard to common ownership, but only as to those properties which are commonly owned.

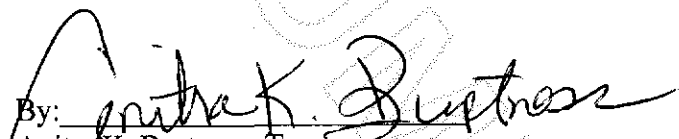
2.7. No Dedication for Public Use. Nothing herein contained shall be deemed to be a gift or dedication of the Burtness Parcels, the Mann Property or any portion thereof, to the general public, for the general public or for any public use or purpose whatsoever, it being declared the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed for the benefit of the owner(s) of Burtness Parcels and/or the Mann Property from time to time hereto.


2.8. Governing Law. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.


2.9. Duplicate Originals/Effective Date. There will be duplicate originals of this Agreement and all matters set forth in this Agreement shall be void unless one of the originals is recorded with the Skagit County Auditor's Office by May 15, 2007. The parties agree that the Manns are paying no consideration to Burtness for the easement granted herein.

BURTNESS FAMILY TRUST DATED JULY 6, 1996

By: 
Richard Burtness, Trustee

By: 
Anita K. Burtness, Trustee


John F. Mann

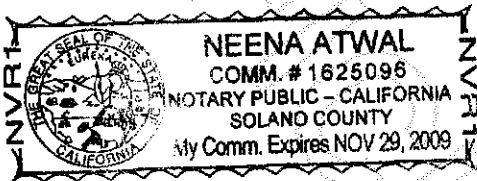

Linda M. Mann



STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

On this 8 day of May, 2007, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to me Richard Burtness known to be the individual who executed the foregoing instrument, represented that he is the Co-Trustee of the Burtness Family Trust dated July 6, 1996, and acknowledged the said instrument to be the free and voluntary act and deed of such Trust, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

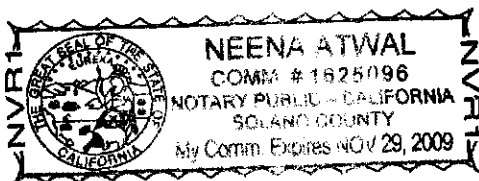


Neena Atwal
Neena Atwal (print name)
Notary Public in and for the State of California
of Washington, residing at Fairfield
My commission expires Nov. 29, 2009

STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

On this 8 day of May, 2007, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to me Anitra K. Burtness known to be the individual who executed the foregoing instrument, represented that she is the Co-Trustee of the Burtness Family Trust dated July 6, 1996, and acknowledged the said instrument to be the free and voluntary act and deed of such Trust, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Neena Atwal
Neena Atwal (print name)
Notary Public in and for the State of California
of Washington, residing at Fairfield
My commission expires Nov. 29, 2009



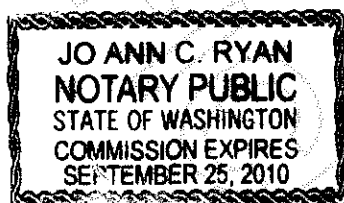
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 15th day of MAY, 2007, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to me John F. Mann, known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

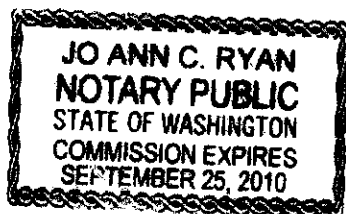


Jo Ann C. Ryan
JO ANN C. RYAN (print name)
Notary Public in and for the State
of Washington, residing at Anacortes
My commission expires 9-25-10.

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 15th day of MAY, 2007, before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared to me Linda M. Mann known to be the individual who executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.



Jo Ann C. Ryan
JO ANN C. RYAN (print name)
Notary Public in and for the State
of Washington, residing at Anacortes
My commission expires 9-25-10.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 15 2007

Amount Paid to Q
Skagit County Treasurer
By: RP Deputy



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Skagit County Auditor