

Recording Requested By And
When Recorded Mail To:

Skagit County Britt Slough Sub-Flood Control Zone
Skagit County Public Works
Attn: Surface Water Management
1800 Continental Place
Mount Vernon, Washington 98273



200809110091

Skagit County Auditor

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SKAGIT COUNTY
Contract # C20080515
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DOCUMENT TITLE: **EASEMENT FOR STORM DRAIN**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **DeVlieger, John J. and DeVlieger, Sheri**, husband and wife.

GRANTEE(S): **Skagit County Britt Slough Sub-Flood Control Zone**, a Special District and Washington quasi-municipal corporation (herein the "Sub-Flood Control Zone" or "SFCZ").

ABBREVIATED LEGAL DESCRIPTION: TAX 28 1/2 BAT NE C OF SW1/4 SE1/4 TH S DK 3 DT 92 45RDS W 8RDS M/L TO DIKE TH NLY ALG DK TAP 19 1/2RDS W OF E LI OF SW1/4 SE1/4 TH N TAP W OF POB TH E TPB ESC 8FT EASE TO PUD#1 OPEN SPACE#1 #795045 1975

ASSESSOR'S TAX / PARCEL NUMBER(S): 340430-0-294-0005, P29154.

EASEMENT FOR STORM DRAIN

The undersigned, **John J. DeVlieger, and Sheri DeVlieger, husband and wife**, ("Grantor"), and **Skagit County Britt Slough Sub-Flood Control Zone**, a Special District and Washington quasi-municipal corporation (herein the "Sub-Flood Control Zone" or "SFCZ" or "Grantee"), for and in consideration of \$4,250.00 (four thousand two hundred and fifty Dollars) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to County Britt Slough Sub-Flood Control Zone, a Special District and Washington quasi-municipal corporation, a municipal corporation in the State of Washington ("Grantee"), and its successors and assigns, a perpetual, non-exclusive Easement for storm drain lines and appurtenances thereto ("Easement") as follows provided herein. Grantor and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of this Easement are further provided as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under a twenty (20) foot strip of said on Grantor's Property, such Easement as legally described on *Exhibit "A"* and as described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating a 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, and for any and all other purposes reasonably related thereto. The Grantor as well as other property owners in the vicinity may connect to the storm drain within the Easement area subject to review and approval by the Sub-Flood Control Zone and/or Skagit County. The Grantee shall have a perpetual right of access to the Easement via and through the Grantor's Property as well as the Easement area, for purposes of installation, repair, maintenance (and for any and all other purposes reasonably related thereto), in a reasonable manner and at reasonable times. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference.

2. Construction Activity within Easement. The Grantee shall have the right, without notice and at all times as may be necessary to enter upon the Grantor's Property, within the Easement (as described and depicted in Exhibit A and B), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the storm sewer for the purposes of serving the public rights-of-way and streets and other properties with storm drain service. Grantee agrees to restore the Grantor's Property as nearly as reasonably possible to its original or pre-existing 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 to the existing ground line and planting (vegetation) of said fill to grass. Any and all construction and/or improvements by the Grantee at the Grantor's Property shall be made at the sole risk of Grantee.

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 without Grantee's prior written 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 Grantee's use of the Easement or the storm drain.



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4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's 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. Governing Law; Venue. This Easement shall be construed under the laws of the State of Washington. It is agreed by the parties that the venue for any legal action brought under or relating to the term of this Easement shall be in Skagit County, State of Washington.

6. Severability. Should any term or provision of this Easement set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this Easement shall remain enforceable, binding, and in full force and effect.

7. Neutral Authorship. Each of the provisions of this Easement have been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. The parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms.

8. Captions and Counterparts. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Easement agreement.

9. Compliance with Laws. The parties to this Easement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Easement.

10. Apportionment of Taxes. The Skagit County Assessor will apportion the taxes as provided by RCW 84.60.070.

11. Entire Agreement. This Easement agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior negotiations or agreements. It may not be modified or supplemented in any manner for form whatsoever, either by course of dealing or by parol or written evidence of prior agreements and negotiations, except upon the subsequent written agreement of the parties.



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12. Recording. Upon its execution, the Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

DATED this 2nd day of September, 2008.

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON, as
Supervisors for the Britt Slough Sub-Flood
Control Zone.

Don Munks
Don Munks, Chair

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

For Agreements under \$5,000.00

Gary Rowe, County Administrator
(Authorization per Resolution #R20030146)

APPROVED:

By: James E. Voetberg
James E. Voetberg, P.E.
Director/County Engineer

By: Billie Kadrmas
Billie Kadrmas
Risk Manager

By: Trisha Logue
Trisha Logue, CPA
Budget/Finance Administrator

GRANTORS:

John J. DeVlieger
John J. DeVlieger

Sheri DeVlieger
Sheri DeVlieger

2961
Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 11 2008

Amount Paid \$6
Skagit Co. Treasurer
By MJM Deputy



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Skagit County Auditor

SS.

COUNTY OF SKAGIT

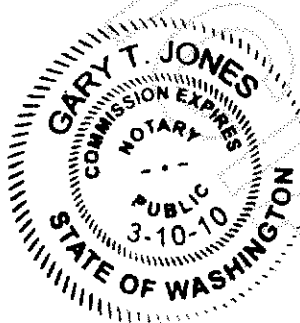
DTJ / AKA SHERYL DEVLIEGER

I certify that I know or have satisfactory evidence that John J. DeVlieger and Sheri DeVlieger, husband and wife, individually and as a marital community thereof, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 29th day of April, 2008.
(SEAL)

Gary T. Jones

Notary Public
print name: GARY T. JONES
Residing at MOUNT VERNON
My appointment expires 3/10/2010



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EXHIBIT "A"
LEGAL DESCRIPTION
FOR

STORM DRAIN EASEMENT

A strip of land located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 4 East of the Willamette Meridian, City of Mount Vernon, Skagit County, Washington, said strip being 20.00 feet in width and lying South and East of the following described line:

Beginning at the Southeast corner of that certain 30.00 foot wide easement for storm water transportation as described in instrument recorded under Auditor's File No. 9402040123, as said easement is shown on Record of Survey recorded in Book 20 of Surveys at pages 71 and 72, under Auditor's File No. 9802260028;
thence South $88^{\circ}14'04''$ West, 177.31 feet along the North line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30 to a point which lies 998.25 feet East of the Northwest corner of said subdivision;
thence South $00^{\circ}06'21''$ East, parallel with the West line of said subdivision, 461.12 feet to the Northeasterly right of way margin of the Britt Slough Road and the end of said described line.

The East end of said strip of land shall be bounded by the Southerly extension of said 30.00 foot wide easement for storm water transportation, and its South end shall be bounded by said Northeasterly right of way margin of the Britt Slough Road.

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.

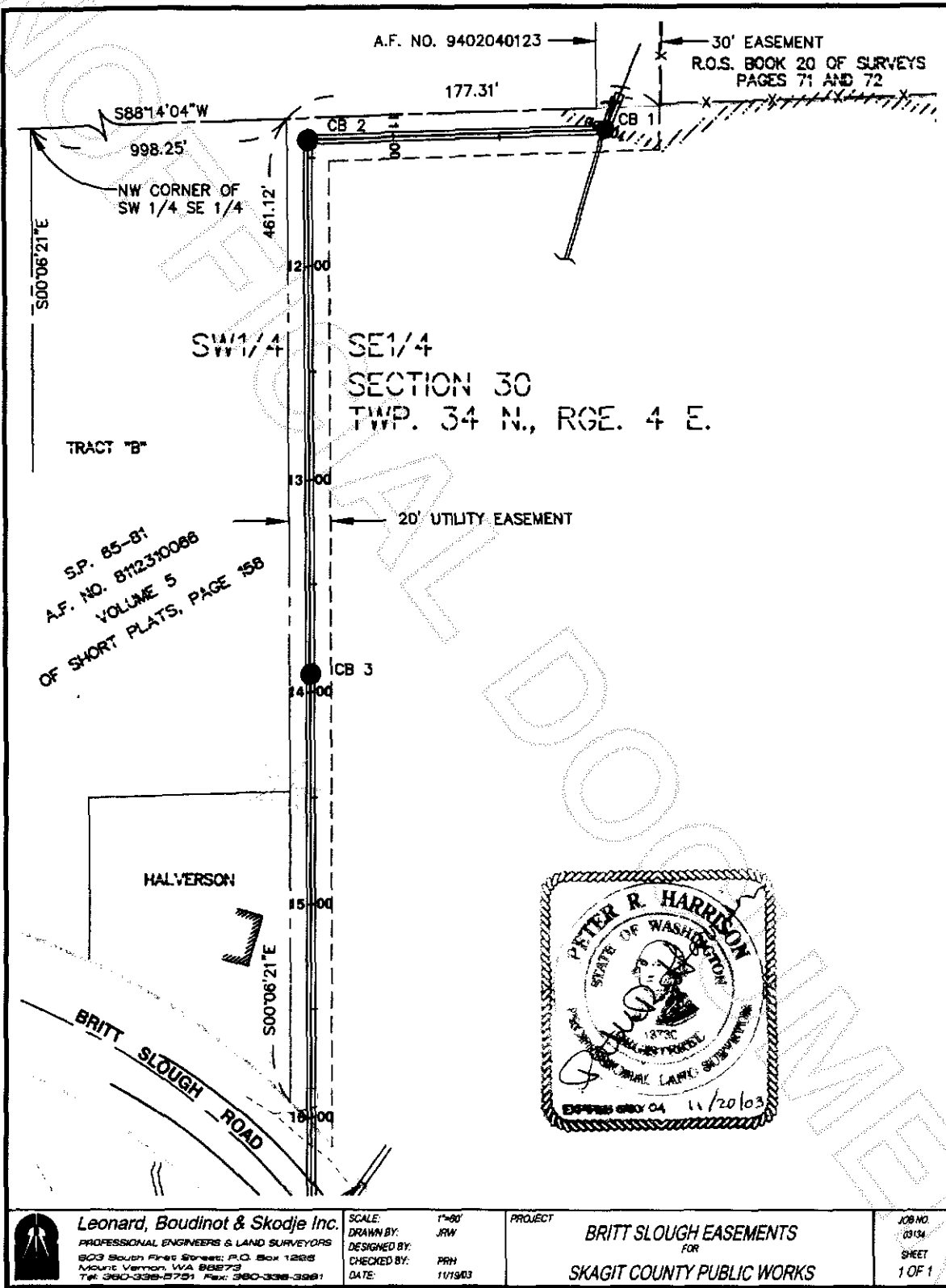
See Exhibit B.

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EXHIBIT "B"
STORM DRAIN EASEMENT TO BE ACQUIRED



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EXHIBIT "C"
LEGAL DESCRIPTION
FOR

Grantors Property

(ASSESSOR'S PARCEL NO. P29154)

That portion of the Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Thirty-four (34) North, Range Four (4) East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$); thence South along the East line of said Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) a distance of 742.5 feet; thence West 222.75 feet, more or less, to the Dike; thence Northerly along the Dike to a point 321.75 feet West of the East line of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$); thence North 495 feet, more or less, to the North line of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$); thence East along said North line 321.75 feet, more or less, to the point of beginning; EXCEPT road, EXCEPT that portion of said premises, if any, lying within the South 577.5 feet of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$) and EXCEPT that portion of said premises, if any, lying West of a line which runs South from a point on the North line of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$) which is 998.25 feet East of the Northwest corner of said Southwest quarter (SW $\frac{1}{4}$) of Southeast quarter (SE $\frac{1}{4}$). SUBJECT TO Public Utility District No. 1 easement.

