

When recorded return to:

Skagit County Public Works
Attn: Mike Farthing
1800 Continental Place
Mount Vernon, Washington 98273



200908070009

Skagit County Auditor

8/7/2009 Page

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10 10:04AM

DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Asher R. Cohen and Cindy M. Cohen, husband and wife.**

GRANTEE(S): **Skagit County, a political subdivision of the State of Washington**

SKAGIT COUNTY
Contract # C20090485
Page 1 of 10

ABBREVIATED LEGAL DESCRIPTION:

RESERVE TO MONTBORNE LOTS 1 TO 4 BLK 11 TGW PTN 100 FT WIDE ABND
NP RLY R/W LY ELY C/L SD R/W & BTW SWLY EXTS BOTH C/L MCCLELLAN
ST & NWLY LI SD LT 4 BLK 11 TGW NWLY 1/2 OF MCCLELLAN STREET
LYING SLY OF HWY 9 & LYING NLY OF 100FT WIDE RR R/W COMMONLY
KNOWN AS NPRR ADJ TO BLK 11 OF RESERVE ADD TO TOWN OF
MONTBORNE

ASSESSOR'S TAX / PARCEL NUMBER(S): P74739 (XrefID 4136-011-004-0002)

DRAINAGE EASEMENT

The undersigned, **Asher R. Cohen and Cindy M. Cohen, husband and wife** ("Grantors" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to **SKAGIT COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON**, ("Grantee" herein), and its successors and assigns, a perpetual, non-exclusive Easement for storm water discharge, drain lines and appurtenances thereto ("Easement") as follows provided herein. Grantors 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 Grantors herein shall be a permanent perpetual easement for the benefit of Grantee over, upon, across, through and under a twenty (20) foot strip of said land on Grantor's Property, such Easement as legally described on *Exhibit "A"* (attached hereto and incorporated herein by reference) and as further described and depicted on *Exhibit "B"* (attached hereto and incorporated herein by this reference), for the purposes of discharging storm water, installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating a storm drain, together with all facilities, connectors and appurtenances, ("storm drain facilities") 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; provided, that the Grantors specifically recognizes and agrees that Grantee is not obligated to make, construct, operate, maintain, or repair any specific storm water facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Easement. The Grantor may connect to the storm drain facilities within the Easement area subject to review and approval by Skagit County. The Grantee shall have a perpetual right of access to the Easement via and through the Grantors' 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 Grantors' Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage impact to Grantors' Property resulting from this Easement, and Grantors release and hold harmless Grantee from any surface water impact to Grantors' Property resulting from and/or related to this Easement. Grantors shall be solely and separately liable and responsible for any surface water impact to Grantors' Property arising from and/or related to this Easement.

2. Construction Activity Within Easement Area. The Grantee shall have the right, without notice and at all times as may be deemed necessary by Grantee to enter upon the Grantors' Property, within the Easement area (as described and depicted in *Exhibits "A" and "B"*), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the storm water facilities for the purposes of serving the public rights-of-way and streets and other properties with storm drain service. Grantee agrees to restore the Easement area at Grantors' Property to a reasonable condition substantially similar to the pre-existing condition of the Easement area after any material disturbance from construction, operation, maintenance, repair, or replacement of the storm drain facilities. Any said restoration within the Easement area at Grantors' Property shall include fill over the storm drain facilities (if applicable) of suitable earth material to the existing ground line and planting of grass, but shall not include the replacement of any disturbed vegetation except for grass.

3. Encroachment/Construction Activity. Grantors shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity at, on, or near the Easement area which might in any fashion unearth, undermine, or damage the storm drain line or endanger the lateral or other support of the storm drain facilities without



Grantee's prior written approval. Grantors further agree that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Easement area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement area, without the written consent of Grantee, provided that Grantors shall have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's use of the Easement area or the storm drain facilities.

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 Grantors' Property and shall be binding upon Grantee and Grantors, and their respective successors, heirs and assigns. Grantors warrant that Grantors have good title to the Grantor's Property and warrant the Grantee title to and quiet enjoyment of the Easement area. 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 that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily decided not to do so. Skagit County does not represent Grantors. 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. 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.

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

GRANTORS:

Asher R. Cohen
Asher R. Cohen

Date: 7-2, 2009

Cindy M. Cohen
Cindy M. Cohen

Date: July 2, 2009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 07 2009

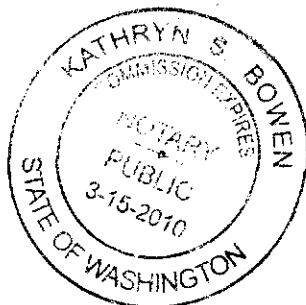
Amount Paid \$ 0
By Skagit Co. Treasurer Deputy CD

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Asher R. Cohen and Cindy M. Cohen, 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 2nd day of July, 2009.

(SEAL)



Kathryn S. Bowen
Notary Public
print name: Kathryn S. Bowen
Residing at Mount Vernon WA
My appointment expires 03-15-2010



200908070009
Skagit County Auditor

GRANTEE:

DATED this 3 day of August, 2009.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Recommended:

By: D. P. Shur
Department Head

By: Linda Logue
Budget & Finance Director

Approved as to Indemnification:

By: Billie Karmas
Risk Manager

Approved as to Form:

By: [Signature]
Deputy Prosecuting Attorney

Attest:

Linda Hanman
Clerk of the Board



STATE OF WASHINGTON

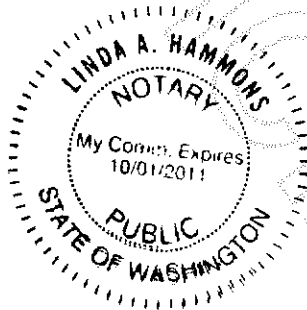
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Sharon Dillon, and/or Ron Wesen is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as Commissioner(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 3 day of August, 2009.

(SEAL)



Linda Hammons

Notary Public

print name: Linda Hammons

Residing at Skagit County, WA

My commission expires 10/01/2011



EXHIBIT "A"

COHEN: A

LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AS IT PERTAINS TO
PARCEL NO. 74739.

BEGINNING at the most Northerly corner of Lot 1, Block 39, Plat of Montborne,
recorded in Volume 2 of Plats, Page 80, records of Skagit County, Washington;
Thence S 43°01'21" E 40.00 feet along the Northerly Line of Lot 1; thence S 43°01'21" E
2.96 feet, to the TRUE POINT OF BEGINNING of this description;

THENCE:

thence S 42°12'48" W a distance of 10.46';
thence S 48°31'06" W a distance of 24.97';
thence S 45°29'53" W a distance of 24.71';
thence S 46°22'14" W a distance of 25.56';
thence S 33°07'28" W a distance of 22.99';
thence S 41°32'56" W a distance of 2.03';
thence S 23°43'00" W a distance of 41.64';
thence S 20°35'12" W a distance of 0.26';
thence with a curve turning to the right
with an arc length of 17.56', with a radius
of 137.59',
with a chord bearing of S 24°17'49" W, with
a chord length of 17.54';,
thence N 47°38'15" E a distance of 49.73';
thence N 23°43'00" E a distance of 11.27';
thence N 33°25'40" E a distance of 22.06';
thence N 45°55'33" E a distance of 47.75';
thence N 48°31'06" E a distance of 25.55';
thence N 42°12'48" E a distance of 9.89';
thence N 43°01'21" W a distance of 20.07';
which is the point of beginning,

having an area of
2855.4 square feet,
0.07 acres



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EXHIBIT "A" cont.

COHEN: B

BEGINNING at the most Northerly corner of Lot 1, Block 39, Plat of Montborne, recorded in Volume 2 of Plats, Page 80, records of Skagit County, Washington; Thence S 43°01'21" E 40.00 feet along the Northerly Line of Lot 1; thence S 43°01'21" E 35.00 feet, Thence S 47°38'16", 257.37 feet to the TRUE POINT OF BEGINNING of this description;

thence S 47°38'15" W a distance of 43.38';
thence with a curve turning to the right
with an arc length of 19.85', and a radius of 157.59',
and a chord bearing of S 85°57'14" W, and
a chord length of 19.84';
thence S 80°10'13" W a distance of 8.17';
thence N 17°44'05" W a distance of 20.19';
thence N 80°10'13" E a distance of 12.65';
thence N 90°00'00" E a distance of 0.83';
thence with a curve turning to the left with
an arc length of 54.16', and a radius of 137.59',
with a chord bearing of N 78°35'58" E, and a
chord length of 53.81'; to a point
which is the True Point of Beginning,

having an area of
924.2 square feet,
0.02 acre

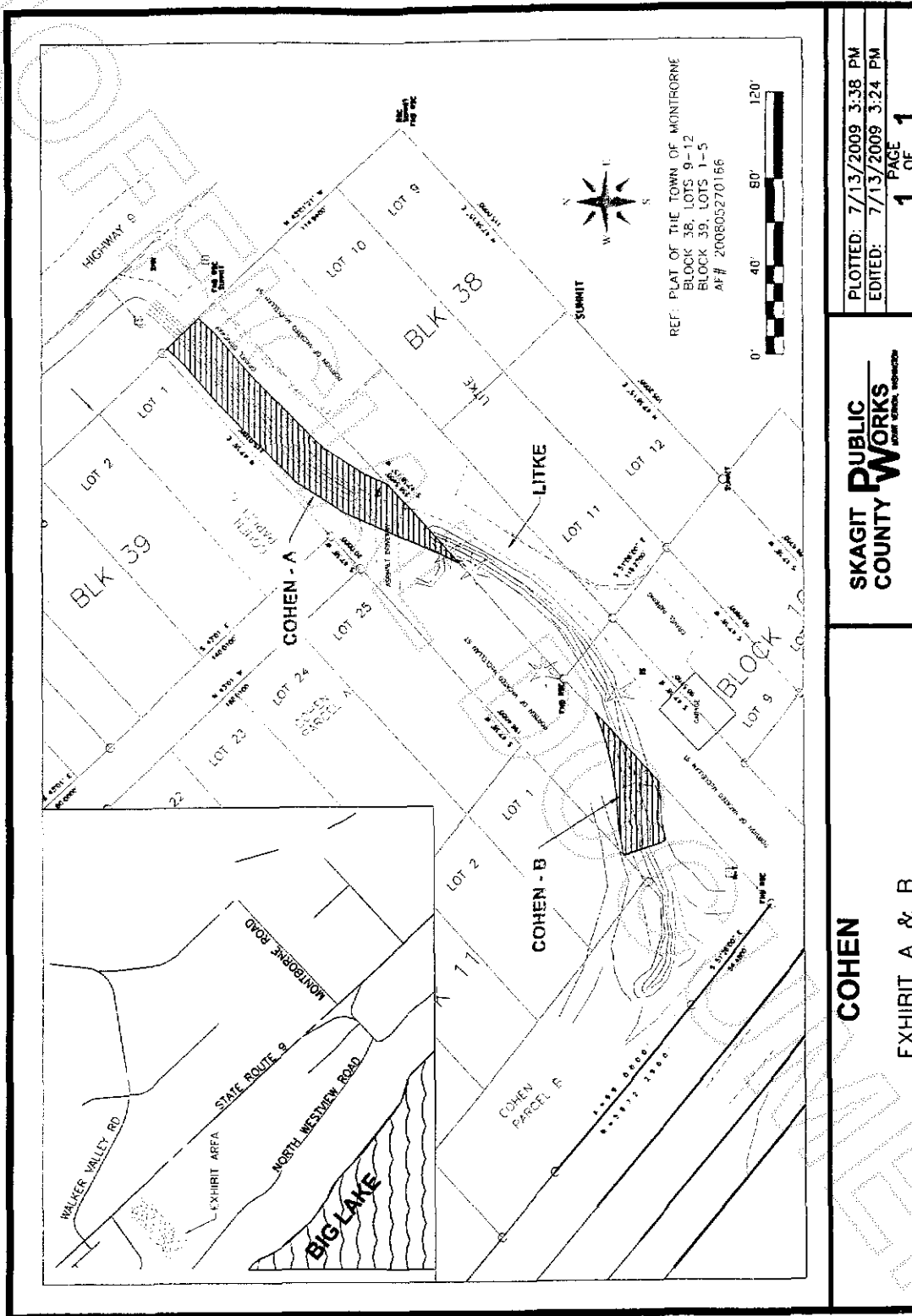


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EXHIBIT "C"

LEGAL DESCRIPTION FOR
GRANTORS' PROPERTY (ASSESSOR'S PARCEL NO. P74739):

PARCEL A:

Lots 23, 24, and 25, Block 39, PLAT OF THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL B:

Lots 1, 2, 3 and 4, Block 11, PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington,

TOGETHER WITH that portion of the 100 foot wide railroad right-of-way commonly known as the Northern Pacific Railway (originally conveyed to the Seattle Lake Shore and Eastern Railway), lying Easterly of the centerline of said right-of-way and between the Southwesterly extensions of both the centerline of McClellan Street and the Northwesterly line of Lot 4, Block 11, as said lines are delineated on the plat of RESERVE ADD. TO THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL C:

Lots 1 and 22, Block 39, PLAT OF THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL D:

That portion of the Southwesterly Half of the alley in Block 39, PLAT OF THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 80, records of Skagit County, Washington, lying Southerly of the common boundary line between Lots 21 and 22 of said block produced, and lying Northerly of the common boundary line between Lots 24 and 25 of said block produced, also all of the alley lying between Lots 1 and 25 of said Block 39, and ALSO TOGETHER WITH the Northwesterly Half of McClellan Street lying Southerly of Therese Street (Highway 9), and lying Northerly of the 100 foot wide railroad right-of-way commonly known as the Northern Pacific Railway (originally conveyed to the Seattle Lake Shore and Eastern Railway), adjacent to Block 11 of the plat of RESERVE ADDITION TO THE TOWN OF MONTBORNE, according to the plat thereof recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington.

SUBJECT TO any encumbrances, restrictions or easements of record.

Situate in Skagit County, State of Washington

