

Recording Requested By And
When Recorded Mail To:



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Skagit County Auditor

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

SKAGIT COUNTY
Contract # C20100226
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DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Linda Oliver, a single person**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P40846 (XrefID: 350608-1-018-0102)

ABBREVIATED LEGAL DESCRIPTION:

TRACT "A" OF SHORT PLAT 22-73, BEING A PORTION OF THE NE1/4 OF SEC 8, TWP 35, RNG 6 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING IRON PIPE AT THE NORTHWEST CORNER OF SAID NE1/4, SAID PIPE BEING NORTH 88-35-26 WEST FROM THE NORTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 1-53-54 EAST ALONG THE WEST LINE OF SAID NE1/4, 751.30 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1-53-54 EAST, ALONG SAID WEST LINE 298.29 FEET; THENCE SOUTH 59-16-04 EAST 202.23 FEET; THENCE NORTH 85-41-51 EAST 125 FEET; THENCE NORTH 11-36-44 EAST 191.27 FEET; THENCE SOUTH 82-58-12 WEST 21.11 FEET; THENCE NORTH 11-36-44 EAST 202.89 FEET TO A POINT THAT IS SOUTH 88-39-34 EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88-39-34 WEST 366.85 FEET TO THE TRUE POINT OF BEGINNING (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

DRAINAGE EASEMENT

The undersigned, **LINDA OLIVER, a single person** ("Grantor" herein), and **SKAGIT COUNTY, a Political Subdivision of the State of Washington**, ("Grantee" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive Drainage Easement for storm water discharge, drainage lines, drainage structures, and other drainage infrastructure, including, but not limited to culverts, box culverts, fish-passage structures and infrastructure, 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 portions of Grantor's Property, such Easement as legally described on *Exhibit "A"*, 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 drainage lines, drainage structures, and/or other drainage infrastructure, including, but not limited to culverts, box culverts, fish-passage structures and infrastructure, and appurtenances thereto (herein "drainage 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 Grantor specifically recognizes and agrees that Grantee is in no way obligated whatsoever to make, construct, operate, maintain, or repair any specific drainage facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Easement. While the Grantee is not required to conduct any such maintenance, repair, or replacement of any specific drainage facilities pursuant to the terms of this Easement, in the event that the Grantee does chose to do so, any such work shall be performed at the risk of the Grantee. 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), at all times and without notice to Grantor. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impact to Grantor's Property resulting from this Easement. Grantor releases and holds harmless Grantee from any drainage impact to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any drainage impact to Grantor's Property arising from and/or related to this Easement. Grantor specifically recognizes and agrees that this Easement only applies to drainage facilities as provided herein, and that Grantee is in no way responsible or liable whatsoever for the use of, maintenance of, and/or repair of any private roadway(s) located within or near the Easement area (specifically including any private roadway[s] commonly known as Carpenter Road which is or may be located on top of or above the drainage facilities), and Grantor specifically releases and holds the Grantee harmless from any past or future responsibility and/or liability arising from and/or related to any private roadway(s) located within or near the Easement area. The Grantor further recognizes and agrees that Grantor shall be responsible and/or liable for any use of, maintenance of, and/or repair of any private roadway(s) located within the Easement area, and that any such private roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement.

2. Construction Activity within Easement. Without notice and at all times as may be necessary, the Grantee shall have the right to (but shall not be required to) enter upon the Grantor's Property, within the Easement (as described and depicted in Exhibits A & B), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the drainage facilities.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other



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forms of construction activity at, or, on or near the Easement which might in any fashion unearth, undermine, or damage the drainage facilities or endanger the lateral or other support of the drainage facilities. 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 written consent of Grantee, provided Grantor shall otherwise have full use of the surface of the real property within the Easement area (including any private roadway[s] located thereon), so long as such use does not interfere with the Grantee's use of the Easement or the drainage 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 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 the 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 Grantor. 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.

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 execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTOR:

DATED this 5th day of May, 2010.




LINDA OLIVER

STATE OF WASHINGTON }
 } ss.
COUNTY OF SKAGIT }

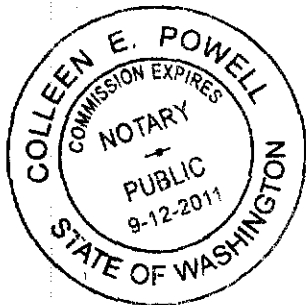
I certify that I know or have satisfactory evidence that Linda Oliver is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was duly authorized to execute this instrument and executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 5th day of May, 2010.

(SEAL)




Notary Public
Print name: Colleen E Powell
Residing at: Anacortes
My appointment expires: 9-12-2011



*Easement
No Consideration*

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAY 20 2010

Amount Paid
By:  Skagit County Treasurer
Department



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GRANTEE:

DATED this 17th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon D. Dillon
Sharon D. Dillon, Chair

Ron Wesen
Ron Wesen, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Recommended by:

Thomas G. Ballard
By: Thomas G. Ballard P.E.
Interim Public Works Director

Billie Kadrmas
By: Billie Kadrmas
Risk Manager

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

Approved as to Form:

Stephen Fallquist
By: Stephen Fallquist, Deputy Prosecuting Attorney

ATTEST:

Linda Hammons
Linda Hammons, Clerk of the Board
Skagit County Board of Commissioners



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STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Sharon D. Dillon, Kenneth A. Dahlstedt 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 17 day of may, 2010.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County, WA
My appointment expires: 10/01/2011



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EXHIBIT "A"

LEGAL DESCRIPTION FOR DRAINAGE EASEMENT

A strip of land 50 feet in width, 100 feet in length lying northwest and southeast of the centerline of Carpenter Road; said strip abuts an unnamed non-tidal, non-navigable, seasonal riparian tributary of Pipeline Creek, situate in the Northeast Quarter of Section 8, Township 35 North, Range 6 East W.M., County of Skagit, State of Washington, described as follows:

COMMENCING at an existing three-fourths inch iron pipe with yellow plastic cap marked LS#8992 at the Northeast Section Corner of Section 8; **thence** North 88° 35' 26" West for a distance of 1010.07 feet to the centerline of Pipeline Road, a strip of county road 30 feet in width, 15 feet on each side of the following described line: commencing South 44° 47' 54" East for a distance of 254.08 feet, **thence** along the arc of the curve through a central angle of 69° 29' 37" a distance of 669.26 feet; **thence** South 24° 41' 43" West for a distance of 60.17 feet; **thence** leaving said centerline of Pipeline Road, North 15° 33' 42" West for a distance of 23.21 feet to the centerline of a private ingress and egress road and utility easement (currently named Carpenter Road) as described in the Five Acre Tracts Survey for Rolf Bruun, recorded January 18, 1977 in volume 249, page 497, a strip of land 30 feet in width, 15 feet on each side of the following described line of the Official Records less county road: commencing North 15° 33' 42" West for a distance of 83.62 feet to the beginning of a curve to the left with a radius of 270 feet; **thence** along the arc of the curve through a central angle of 63° 54' 45" a distance of 301.18 feet; **thence** North 79° 28' 27" West for a distance of 43.24 feet to the beginning of a curve to the left with a radius of 200 feet; **thence** along the arc of a curve through a central angle 27° 44' 18" a distance of 96.83 feet; **thence** South 72° 47' 15" West for a distance of 176.47 feet; **thence** South 79° 09' 07" West for a distance of 110.92 feet; **thence** South 74° 11' 17" West for a distance of 433.28 feet; **thence** along said centerline as described in the approved but unrecorded Short Plat 66-72 dated September 1972 and the approved but unrecorded Short Plat 22-73 dated April 1973, a strip of land 60 feet in width, 30 feet on each side of the following described line: commencing South 74° 11' 17" West for a distance of 37.00 feet; **thence** South 59° 59' 37" West for a distance of 174.52 feet to the beginning of a curve to the right with a radius of 90 feet; **thence** along the arc of the curve through a central angle of 48° 29' 35" a distance of 76.17 feet; **thence** North 71° 30' 48" West for a distance of 13.17 feet to the beginning of a curve to the left with a radius of 100 feet; **thence** along the arc of the curve through a central angle of 46° 40' 10" a distance of 81.45 feet; **thence** South 61° 49' 02" West for a distance of 123.40 feet; **thence** South 82° 58' 12" West for a distance of 90.47 feet; **thence** South 64° 35' 21" West for a distance of 160.05; **thence** South 40° 39' 01" West for a distance of 25.54 feet to the **TRUE POINT OF BEGINNING**. **Thence** North 57° 57' 49" West for a distance of 50.00 feet; **thence** South 41° 57' 16" West for a distance of 50.00 feet; **thence** South 57° 57' 49" East for a distance of 100.00 feet; **thence** North 41° 57' 16" East for a distance of 50.00 feet; **thence** North 57° 57' 49" West for a distance of 50.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 0.11 acres.

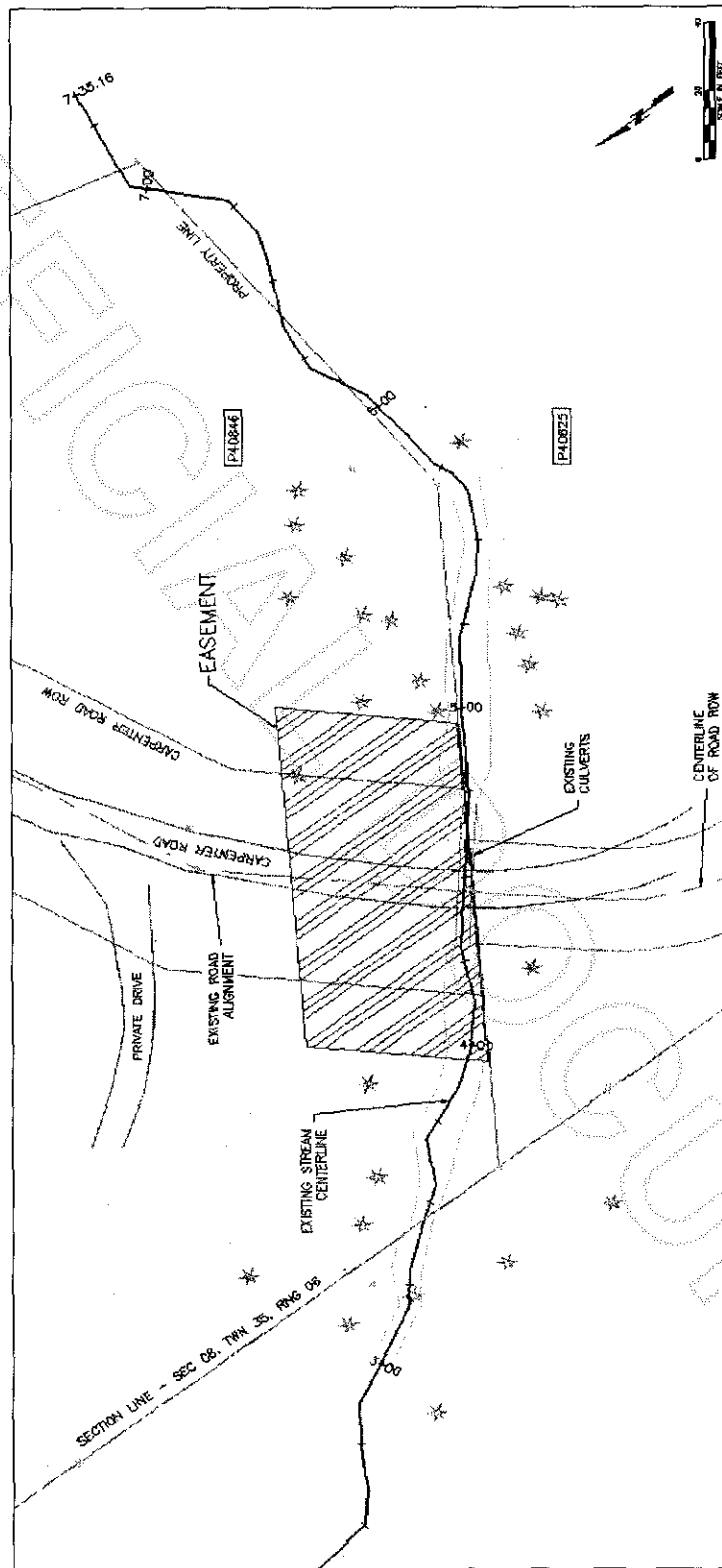
SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.



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EXHIBIT "B" DRAINAGE EASEMENT DEPICTION



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EXHIBIT "C"
LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY

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Assessor's Parcel Number P40846

That portion of the Northeast ¼ of Section 8, Township 35 North, Range 6, East, W.N., being more particularly described as follows:

Commencing at an existing iron pipe at the Northwest corner of said Northeast ¼, said pipe being North 08° 35' 26" West from the Northeast corner of said Section 8; thence South 1° 53' 54" East, along the West line of said Northeast ¼, 751.30 feet to the TRUE POINT OF BEGINNING; thence continue South 1° 53' 54" East, along said West line, 295.29 feet; thence South 59° 16' 04" East 202.23 feet; thence North 85° 41' 51" East 129.00 feet; thence North 11° 36' 44" East 191.27 feet; thence South 82° 58' 12" West 21.11 feet; thence North 11° 36' 44" East 202.89 feet to a point that is South 88° 39' 34" East from the TRUE POINT OF BEGINNING; thence North 88° 39' 34" West 366.89 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over a strip of land 30 feet in width, the centerline of which is described as follows:

Commencing at an existing iron pipe at the Northwest corner of the Northeast ¼ of Section 8, Township 35 North, Range 6 East, W.N., said pipe being North 88° 35' 26" West from the Northeast corner of said Section 8; thence South 1° 53' 54" East along the West line of said Northeast ¼ for a distance of 1,049.59 feet; thence South 59° 16' 04" East for a distance of 81.46 feet to the true point of beginning of said centerline; thence North 40° 39' 01" East for a distance of 75.54 feet; thence North 64° 35' 21" East for a distance of 160.05 feet; thence North 82° 58' 12" East for a distance of 90.47 feet; thence North 61° 49' 02" East for a distance of 123.40 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 100.00 feet through a central angle of 46° 40' 10", for an arc distance of 81.45 feet to a point of tangency; thence South 71° 30' 48" East for a distance of 13.12 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 90.00 feet, through a central angle of 48° 29' 35", for an arc distance of 76.17 feet to a point of tangency; thence North 59° 59' 31" East for a distance of 174.52 feet; thence North 74° 11' 12" East for a distance of 470.28 feet; thence North 79° 09' 07" East for a distance of 110.92 feet; thence North 72° 47' 15" East for a distance of 176.47 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 200.00 feet, through a central angle of 27° 44' 15" for an arc distance of 96.83 feet to a point of tangency; thence South 79° 28' 27" East for a distance of 43.24 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 270.00 feet, through a central angle of 63° 31' 45", for an arc distance of 301.18 feet to a point of tangency; thence South 15° 33' 42" East for a distance of 83.62 feet to the Westerly margin of the C.C.C. Road, (also known as the Pipe Line Road), and the terminus of said easement centerline.

AND ALSO a non-exclusive easement for ingress and egress and utilities, 30 feet in width, the centerline of which is also described as follows:

Beginning again at the true point of beginning of the above described easement; thence South 40° 39' 01" West along said centerline for a distance of 32.64 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 72.00 feet, through a central angle of 104° 57' 00", for an arc distance of 131.86 feet to a point of tangency; thence South 64° 17' 59" East for a distance of 192.60 feet to a point of curvature; thence along the arc of said curve to the right having a radius of 80.00 feet, through a central angle of 66° 03' 59", for an arc distance of 92.25 feet to a point of tangency; thence South 1° 45' 56" West for a distance of 519.07 feet to a point of curvature; thence along the arc of said curve to the left having a radius of 80.00 feet, through a central angle of 82° 10' 54", for an arc distance of 114.75 feet to a point of tangency; said point to be hereinafter

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EXHIBIT "C"
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referred to as Point "B"; thence South $80^{\circ} 24' 58''$ East for a distance of 1,228.25 feet to an intersection with the Westerly margin of the C.C.C. Road, (also known as the Pipe Line Road), which is the terminus of said easement, said point also to be hereinafter referred to as Point "C";

AND ALSO a non-exclusive easement for ingress and egress and utilities which is described as follows:

Commencing at before mentioned Point "B"; thence South $9^{\circ} 35' 02''$ West for a distance of 15.00 feet to the Southerly margin of the above described easement and the true point of beginning of this easement description; thence North $80^{\circ} 24' 58''$ West for a distance of 67.71 feet; thence North $1^{\circ} 45' 56''$ East to an intersection with the Southerly margin of the above described 30 foot easement; thence Southeasterly along said Southerly margin to the true point of beginning.

AND ALSO a non-exclusive easement for ingress and egress and utilities described as follows:

Commencing at before mentioned Point "C"; thence South $9^{\circ} 26' 50''$ East along said Westerly margin of C.C.C. Road for a distance of 15.87 feet to the Southeasterly corner of the above described 30 foot wide easement, said corner being the true point of beginning for this description; thence North $80^{\circ} 24' 58''$ West along the Southerly margin of the above described easement for a distance of 508.27 feet; thence South $55^{\circ} 58' 25''$ East for a distance of 72.50 feet to an intersection with a line which is 30.00 feet South of as measured at right angles from said Southerly margin of the above described easement; thence South $80^{\circ} 24' 58''$ East along a parallel line for a distance of 452.82 feet to the Westerly margin of said C.C.C. Road (also known as the Pipe Line Road); thence North $9^{\circ} 26' 58''$ West along said Westerly margin for a distance of 31.73 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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