

Recording Requested By And
When Recorded Mail To:

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



201006100002
Skagit County Auditor

6/10/2010 Page 1 of 9 8:47AM

SKAGIT COUNTY
Contract # C20100164
Page 1 of 9

DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: Auditor's File Number 8802290034

GRANTOR(S): **Morgan Turner Properties, LP, a Washington Limited Partnership**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P123429 (XrefID: 340208-4-002-0100)

ABBREVIATED LEGAL DESCRIPTION:

ACRES 2.50, TRACT C OF BOUNDARY LINE SURVEY AF#200505110080 AKA THAT PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING SOUTHERLY OF THE SATTERLEE ROAD (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

DRAINAGE EASEMENT

The undersigned, **MORGAN TURNER PROPERTIES, LP, a Washington Limited Partnership** ("**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, 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 portions of 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 discharging storm water, installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating a storm drain, together with all facilities, pumps, 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; provided, that the Grantor 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 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 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. 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, and that such drainage impacts may include standing surface water on Grantor's Property. Grantor releases and holds harmless Grantee from any surface water impact to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any surface water impact to Grantor's Property arising from and/or related to this Easement.

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 Exhibits A & B), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the storm water drainage system for the purposes of serving the public rights-of-way and streets and other properties with storm drain service.

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 at, or, 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 written 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.

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.



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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.

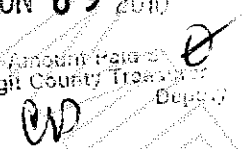
8. Captions and Counterparts. The captions of this Easement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original 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, specifically including that certain Easement and Agreement dated February 29, 1988, recorded under Skagit County Auditor's File Number: 8802290034. This Easement agreement 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.

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

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
2010

JUN 09 2010

Amount Paid
Skagit County Treasurer
By:  Deputy



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GRANTOR:

DATED this 5 day of March, 2010.

MORGAN TURNER PROPERTIES, LP:

By: Beth L Morgan - Cleland
Print Name: Beth L. Morgan - Cleland
Title: general partner

STATE OF WASHINGTON

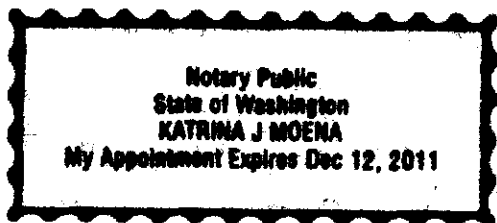
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Beth L. Morgan Cleland, as the General Partner of Morgan Turner Properties, LP 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 March, 2010.

(SEAL)



Katrina J. Moena
Notary Public

Print name: Katrina J. Moena

Residing at: 910 0 Ave Anawaptes, WA 98221

My appointment expires: 12/12/2011



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Skagit County Auditor

GRANTEE:

DATED this 5 day of April, 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:

By: Don Benton for
Department Head

By: Ernie Kademas 3/30/10
Risk Manager

By: Lisa Loge
Budget/Finance Director

Approved as to Form:

By: [Signature]
Deputy Prosecuting Attorney

ATTEST:

Linda Hansen
Clerk of the Board
Skagit County Board of Commissioners



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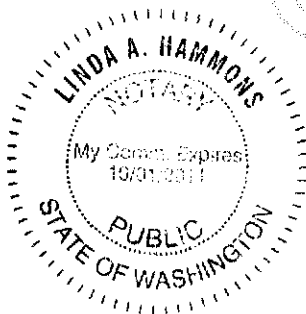
Skagit County Auditor

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 5 day of April, 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 15 foot easement for storm drain purposes through, over, upon and across that part of Government Lot 1 in the Northeast Quarter of Section 8, Township 34 North, Range 2 East W.M. described as follows:

COMMENCING at a road monument in an iron case marked PI on Satterlee Road as shown on the Similk Beach Plat recorded October 5, 1927, in Book 4 of Plats, at page 51, under Auditor's File Number 207637 and on the Re-Survey of Tracts A, B, C, D and E of Boundary Line Adjustment, Auditor's File Number 200505110080, recorded May 30, 2007, under Auditor's File Number 200705300077. Said monument sits on a point bearing South 9° 22' 51" West from the most southerly corner of Block 8 of said Similk Beach Plat; **thence** North 73° 49' 00" East a distance of 109.31 feet; **thence** South 15° 15' 36" East a distance of 25.00 feet to the **TRUE POINT OF BEGINNING**. **Thence** South 73° 49' 00" West a distance of 7.50 feet; **thence** South 14° 50' 27" East a distance of 206.85 feet; **thence** North 73° 49' 00" East a distance of 15.00 feet; **thence** North 14° 50' 27" West a distance of 206.85 feet; **thence** South 73° 49' 00" West a distance of 7.50 feet to the **TRUE POINT OF BEGINNING**. Containing 0.07 acres.

TOGETHER WITH

An easement of variable widths for storm drain purposes through, over, upon and across that part of Government Lot 1 in the Northeast Quarter of Section 8, Township 34 North, Range 2 East W.M. described as follows:

COMMENCING at a road monument in an iron case marked PI on Satterlee Road as shown on the Similk Beach Plat recorded October 5, 1927, in Book 4 of Plats, at page 51, under Auditor's File Number 207637 and on the Re-Survey of Tracts A, B, C, D and E of Boundary Line Adjustment, Auditor's File Number 200505110080, recorded May 30, 2007, under Auditor's File Number 200705300077. Said monument sits on a point bearing South 9° 22' 51" West from the most southerly corner of Block 8 of said Similk Beach Plat; **thence** North 73° 49' 00" East a distance of 273.73 feet; **thence** South 15° 50' 05" East a distance of 25.00 feet to the **TRUE POINT OF BEGINNING**. **Thence** North 73° 49' 00" East a distance of 7.50 feet; **thence** South 15° 50' 05" East a distance of 212.22 feet; **thence** North 73° 49' 00" East a distance of 15.00 feet; **thence** North 9° 33' 34" West a distance of 213.64 feet; **thence** South 73° 49' 00" West a distance of 30.85 feet to the **TRUE POINT OF BEGINNING**. Containing 0.13 acres

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.



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EXHIBIT "B"

DRAINAGE EASEMENT

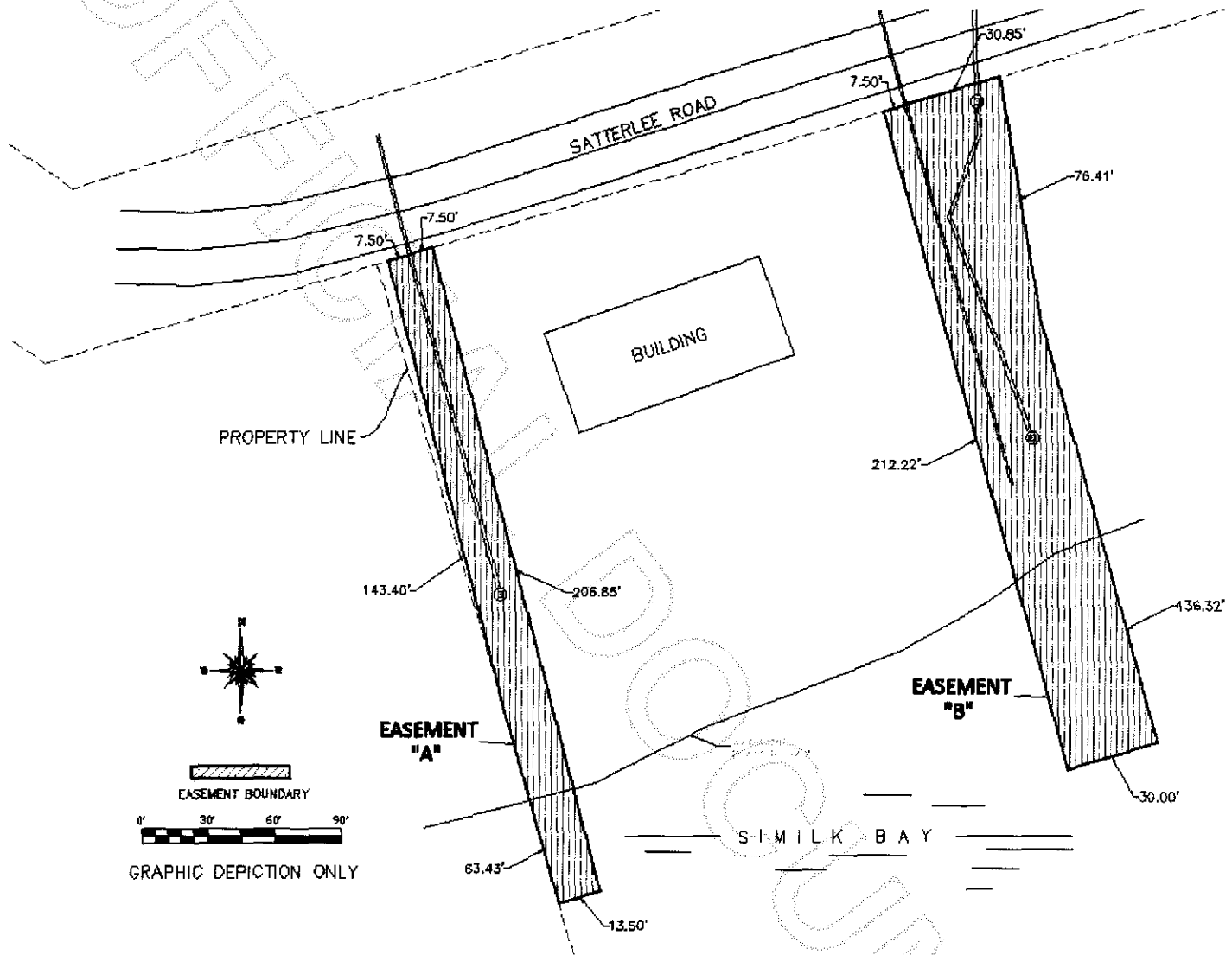


EXHIBIT "C"

LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY

Assessor's Parcel Number P123429:

TRACT C OF BOUNDARY LINE SURVEY AF#200505110080 AKA THAT PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING SOUTHERLY OF THE SATTERLEE ROAD AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 73 DEGREES 49' 00" WEST 820.74 FEET ALONG THE SOUTHERLY MARGIN OF SAID SATTERLEE ROAD AND THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 16 DEGREES 11' 00" EAST TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 1 AND THE TERMINUS OF SAID LINE, EXCEPT THAT PORTION PLATTED AS SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON AND ALSO EXCEPT THAT PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 73 DEGREES 49' 00" WEST 37.91 FEET ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 23' 00" EAST 145.00 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 76 DEGREES 59' 51" EAST 135.75 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL C DESCRIBED IN AUDITOR'S FILE NO. 200112190124, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 00 DEGREES 23' 00" WEST 30.00 FEET ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHEAST CORNER THEREOF AND THE SOUTH LINE OF LOT 2, BLOCK 6, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON; THENCE WESTERLY ALONG THE SOUTH LINE SAID LOT 2, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY AND NORTHERLY ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 1 TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PORTION OF GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 34, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 6, SIMILK BEACH, SKAGIT COUNTY, WASHINGTON AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 74 DEGREES 49' 00" WEST 37.91 FEET ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73 DEGREES 49' 00" WEST 180.00 FEET; THENCE SOUTH 00 DEGREES 23' 00" EAST 135.00 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 76 DEGREES 55' 25" EAST 177.54 FEET TO A POINT THAT IS SOUTH 00 DEGREES 23' 00" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 23' 00" WEST 145.00 FEET TO THE TRUE POINT OF BEGINNING.

Situate in Skagit County, State of Washington.

