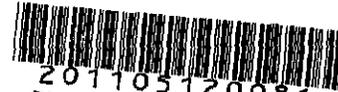


Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: Nikki Davis
1800 Continental Place
Mount Vernon, Washington 98273



201105120086
Skagit County Auditor

5/12/2011 Page

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DOCUMENT TITLE: **Drainage Easement**

SKAGIT COUNTY
Contract # C20110213
Page 1 of 10

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **DAVID E. TOWNE and KAREN N. TOWNE, a married couple**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P29211 (XrefID: 340430-2-007-0108)**

ABBREVIATED LEGAL DESCRIPTION:

PTN SE1/4 NW1/4 AKA LT 1 S/P 25-80 AF# DK 3 DT 92 8004100009 TOGETHER WITH THAT PORTION OF LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80, APPROVED APRIL 2, 1980 AND RECORDED APRIL 10, 1980 IN VOLUME 4 OF SHORT PLATS, PAGE 69 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8004100009, BEING IN THE WEST HALF OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENTED SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., (CENTER OF SECTION); THENCE SOUTH 88 DEGREES 14'17" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 1336.89 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 0 DEGREES 02'29" EAST ALONG THE WEST LINE OF SAID SUBDIVISION (ALSO BEING THE WEST LINE OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80) 486.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80, ALSO BEING ON THE NORTH LINE OF THE SOUTH 486.00 FEET OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 14'17" EAST ALONG THE NORTH LINE OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80 (ALSO BEING THE NORTH LINE OF SAID SOUTH 486.00 FEET) 819.28 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1, SAID SKAGIT COUNTY SHORT PLAT NO. 25-80 AND BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 2 DEGREES 04'16" EAST ALONG THE WEST LINE OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 25-80, 126.51 FEET TO A REBAR FOUND FOR THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 80 DEGREES 43'46" EAST ALONG THE SOUTH LINE OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 25-80, 209.31 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1, AS SHOWN ON SAID SKAGIT COUNTY SHORT PLAT NO. 25-80; THENCE CONTINUE SOUTH 80 DEGREES 43'46" EAST 0.25 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY MARGIN OF BRITT ROAD, AS SHOWN ON SKAGIT COUNTY ROAD MAP PREPARED BY FRANK GILKEY, COUNTY ENGINEER, DATED APRIL 1959, AVAILABLE IN THE RECORDS OF SKAGIT COUNTY PUBLIC WORKS; THENCE SOUTH 13 DEGREES 45'14" WEST (CALLED SOUTH 13 DEGREES 59'42" WEST ON SAID SKAGIT COUNTY SHORT PLAT NO. 25-80) ALONG SAID WESTERLY RIGHT OF WAY MARGIN 36.80 FEET; THENCE NORTH 72 DEGREES 04'56" WEST 255.17 FEET; THENCE NORTH 3 DEGREES 32'36" WEST 116.19 FEET TO THE NORTH LINE OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80 AT A POINT BEARING SOUTH 88 DEGREES 14'17" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 14'17" EAST 47.35 FEET

ALONG SAID NORTH LINE OF THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENTED SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., (CENTER OF SECTION); THENCE SOUTH 88 DEGREES 14'17" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER 1336.89 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30; THENCE NORTH 0 DEGREES 02'29" EAST ALONG THE WEST LINE OF SAID SUBDIVISION (ALSO BEING THE WEST LINE OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80) 486.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80, ALSO BEING ON THE NORTH LINE OF THE SOUTH 486.00 FEET OF SAID SUBDIVISION; THENCE NORTH 88 DEGREES 14'17" EAST ALONG THE NORTH LINE OF SAID LOT 3, SKAGIT COUNTY SHORT PLAT NO. 25-80 (ALSO BEING THE NORTH LINE OF SAID SOUTH 486.00 FEET) 819.28 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 1, SAID SKAGIT COUNTY SHORT PLAT NO. 25-80; THENCE SOUTH 2 DEGREES 04'16" EAST ALONG THE WEST LINE OF LOT 1, SKAGIT COUNTY SHORT PLAT NO. 25-80, 126.51 FEET TO A REBAR FOUND FOR THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 80 DEGREES 43'46" EAST ALONG THE SOUTH LINE OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 25-80, 209.31 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 1, AS SHOWN ON SAID SKAGIT COUNTY SHORT PLAT NO. 25-80; AND ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 80 DEGREES 43'46" EAST 0.25 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY MARGIN OF BRITT ROAD, AS SHOWN ON SKAGIT COUNTY ROAD MAP PREPARED BY FRANK GILKEY, COUNTY ENGINEER, DATED APRIL 1959, AVAILABLE IN THE RECORDS OF SKAGIT COUNTY PUBLIC WORKS; THENCE SOUTH 13 DEGREES 45'14" WEST (CALLED SOUTH 13 DEGREES 59'42" WEST ON SAID SKAGIT COUNTY SHORT PLAT NO. 25-80) ALONG SAID WESTERLY RIGHT OF WAY MARGIN 36.80 FEET; THENCE NORTH 72 DEGREES 04'56" WEST 65.0 FEET, MORE OR LESS, TO THE CENTERLINE OF BRITT SLOUGH; THENCE NORTH 13 DEGREES 45'14" EAST 27.0 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 25-80 AT A POINT BEARING NORTH 80 DEGREES 43'46" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 80 DEGREES 43'46" EAST 64.78 FEET, MORE OR LESS, ALONG SAID SOUTH LINE OF LOT 1 TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION LOT 3 SHORT PLAT#25-80 AF#8004100009 DESCRIBED AS FOLLOWS: BEGINNING AT THE MONUMENTED SE CORNER OF THE NW1/4 OF SAID SECTION 30 (CENTER (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*)).

DRAINAGE EASEMENT

The undersigned, **DAVID E. TOWNE and KAREN N. TOWNE, a married couple** ("Grantors" 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, mowing, vegetation management, and other potential drainage infrastructure ("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 easement for the benefit of Grantee over, upon, across, through and under portions of Grantors' 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 (including, but not limited to, mowing and vegetation management), inspecting, repairing, removing, replacing, renewing, using and operating drainage lines, drainage structures, and/or other drainage infrastructure, (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 Grantors specifically recognize and agree 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) Grantors’ Property pursuant to the terms of this Easement. While the Grantee is not required to conduct any such maintenance (including, but not limited to, mowing and vegetation management), 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 Grantors’ Property as well as the Easement area, for purposes of installation, repair, maintenance (including, but not limited to, mowing and vegetation management) and for any and all other purposes reasonably related thereto, at all times and without notice to Grantors. 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. Grantors release and hold harmless Grantee from any drainage impact to Grantors’ Property resulting from and/or related to this Easement. Grantors shall be solely and separately liable and responsible for any drainage impact to Grantors’ Property arising from and/or related to this Easement. The Grantors further recognize and agree that Grantors 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 Grantors’ Property, within the Easement (as described and depicted in Exhibits A & B), to install, lay, construct, maintain, (including, but not limited to mowing and vegetation management), inspect, repair, remove, replace, renew, use and operate the drainage facilities.

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, 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. 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, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, without written consent of Grantee, provided Grantors shall otherwise 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 maintenance (including mowing and vegetation management) and 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 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 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 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 execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.



201105120086

Skagit County Auditor

GRANTOR:

DATED this 26th day of MARCH, 2011.

David E. Towne
DAVID E. TOWNE

F. DT

Karen N. Towne
KAREN N. TOWNE

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2011

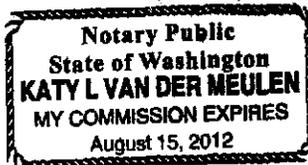
Amount Paid \$
Skagit Co. Treasurer
By *MF* Deputy

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that David E. Towne and Karen N. Towne are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was duly authorized to execute this instrument and executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 26th day of March, 2011.

(SEAL)



[Signature]
Notary Public
Print name: Katy VanDerMeulen
Residing at: Sedro Woolley
My appointment expires: 8/15/12



201105120086
Skagit County Auditor

GRANTEE:

DATED this 9 day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen
Ron Wesen, Chairman

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon
Sharon D. Dillon, Commissioner

Recommended by:

By: Henry Hash
Henry Hash
Public Works Director

By: Sharon A. Biederman
Billie Kadrmas
Risk Manager

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

Approved as to Form:

By: Stephen Fallquist
Stephen Fallquist, Deputy Prosecuting Attorney

ATTEST:

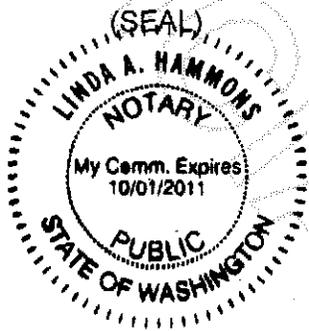
Linda Hammons
Linda Hammons, Clerk of the Board
Skagit County Board of Commissioners



STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Ron Wesen, Kenneth A. Dahlstedt and/or Sharon D. Dillon 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 9 day of May, 2011.



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



EXHIBIT "A"

LEGAL DESCRIPTION FOR DRAINAGE EASEMENT

Assessor's Parcel Number P29211

A strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip being 15 feet on the West side, adjacent to and parallel with Top of West Bank on a slough known as Britt Slough. TOGETHER WITH; a strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of East Bank, adjacent to and parallel with a slough known as Britt Slough, to continue easterly until reaching existing Right-of-Way for known road as Britt Road, over and across the following described tract:

That part of the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$ of said Section 30 lying West of Britt Slough; and the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of said Section 30 lying East of Britt Slough.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

Situate in Skagit County, State of Washington.

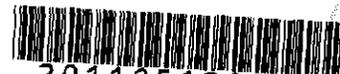
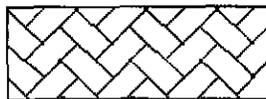
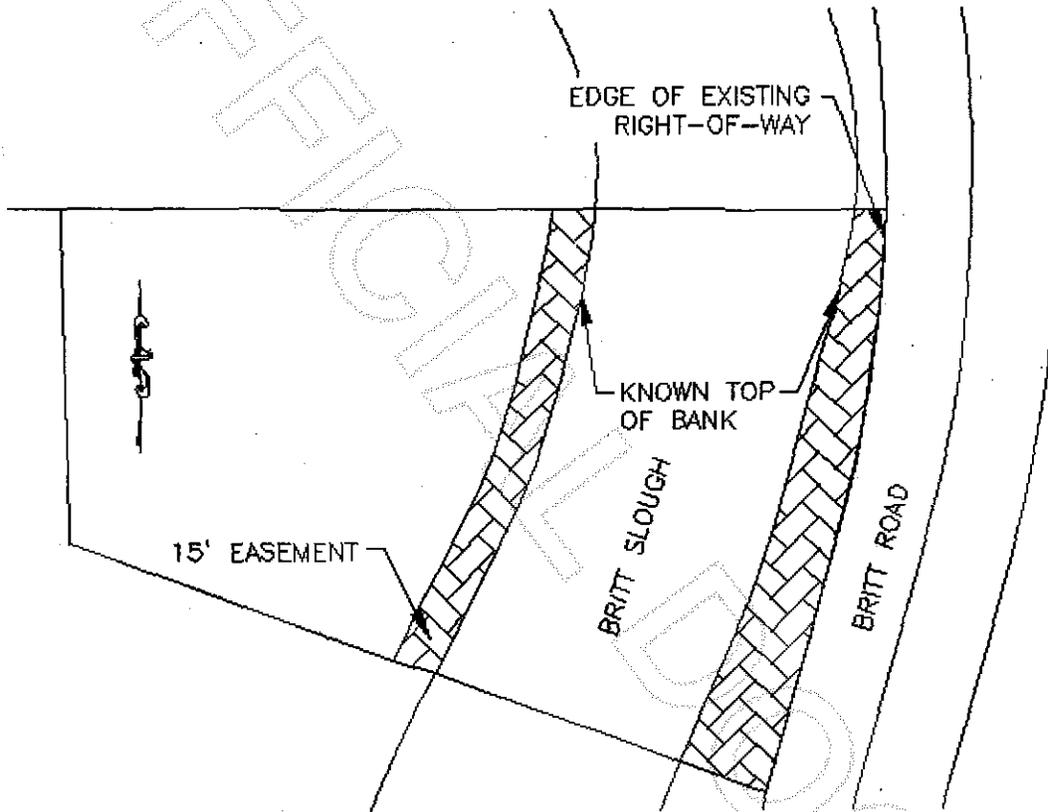


EXHIBIT "B"
DRAINAGE EASEMENT DEPICTION
Assessor's Parcel Number P29211



EASEMENT BOUNDARY



EXHIBIT "C"
LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY
Assessor's Parcel Number P29211

Tract 1 of Short Plat No. 25-80, approved April 2, 1980 and recorded April 10, 1980 as Auditor's File No. 8004100009 in Book 4 of Short Plats, page 69, records of Skagit County, Washington, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the 20 foot access easement adjoining the South line of Tract 1 of Short Plat 25-80, approved April 2, 1980, and recorded April 10, 1980, as Auditor's File No. 8004100009 in Book 4 of Short Plats, page 69, as delineated on the face of said Short Plat, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

which has the address of 1646 Britt Road Mount Vernon
(Street) (City)
Washington 98273 ("Property Address");
(Zip Code)



201105120086
Skagit County Auditor

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