

Recording Requested By And  
When Recorded Mail To:



201106140046  
Skagit County Auditor

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

SKAGIT COUNTY  
Contract # C20110279  
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DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **GREGORY B. POWELL & MICHELLE A. POWELL, a married couple**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P28866 (XrefID: 340430-0-056-0003)**

ABBREVIATED LEGAL DESCRIPTION:

(1.8800 ac) PTN E1/2 SE1/4 SW1/4 BAAP 10RDS W OF NE DK 3 DT 92 C SD SUB TH S 8RDS W 30RDS N 8RDS E 30 RDS TPB EXC RD & DTCH R/WS (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

**DRAINAGE EASEMENT**

The undersigned, **GREGORY B. POWELL & MICHELLE A. POWELL, 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, the

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

*Easement*  
JUN 14 2011

Amount Paid \$ /  
Skagit Co. Treasurer  
By *INM* Deputy

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.



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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 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.



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**GRANTOR:**

DATED this 23 day of May, 2011.

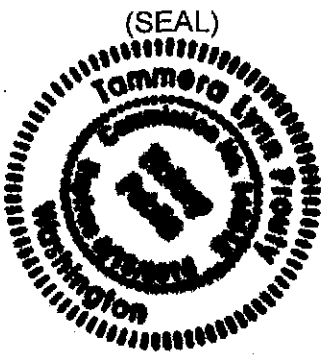
Gregory B. Powell  
GREGORY B. POWELL

Michelle A. Powell  
MICHELLE A. POWELL

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Gregory B. Powell and Michelle A. Powell 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 23 day of May, 2011.



Tamera Lynn Prouty  
Notary Public  
Print name: Tamera Lynn Prouty  
Residing at: Marysville, WA  
My appointment expires: 6/15/2014



201106140046  
Skagit County Auditor

DATED this 13 day of June, 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

Attest:

Linda Hamner  
Clerk of the Board

For contracts under \$5,000:  
Authorization per Resolution R20030146

Recommended:

Henry Hark  
Department Head

\_\_\_\_\_  
County Administrator

Approved as to form:

[Signature]  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Breie Kadmas  
Risk Manager

Approved as to budget:

Lisa Jagne  
Budget & Finance Director



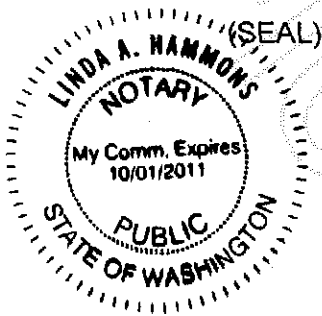
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STATE OF WASHINGTON  
COUNTY OF SKAGIT

} 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 13 day of June, 2011.



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



**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT**  
Assessor's Parcel Number **P28866**

A strip of land lying in Section 30, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip between 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 SE  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$  of said Section 30 lying Easterly of Britt Slough.

**TOGETTH 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 being 15 feet on Westerly side of existing culvert centerline. **TOGETHER WITH;** a strip on Easterly side of existing culvert centerline, to continue easterly until reaching existing Right-of-Way for known road as Britt Road, over and across the following described tract:

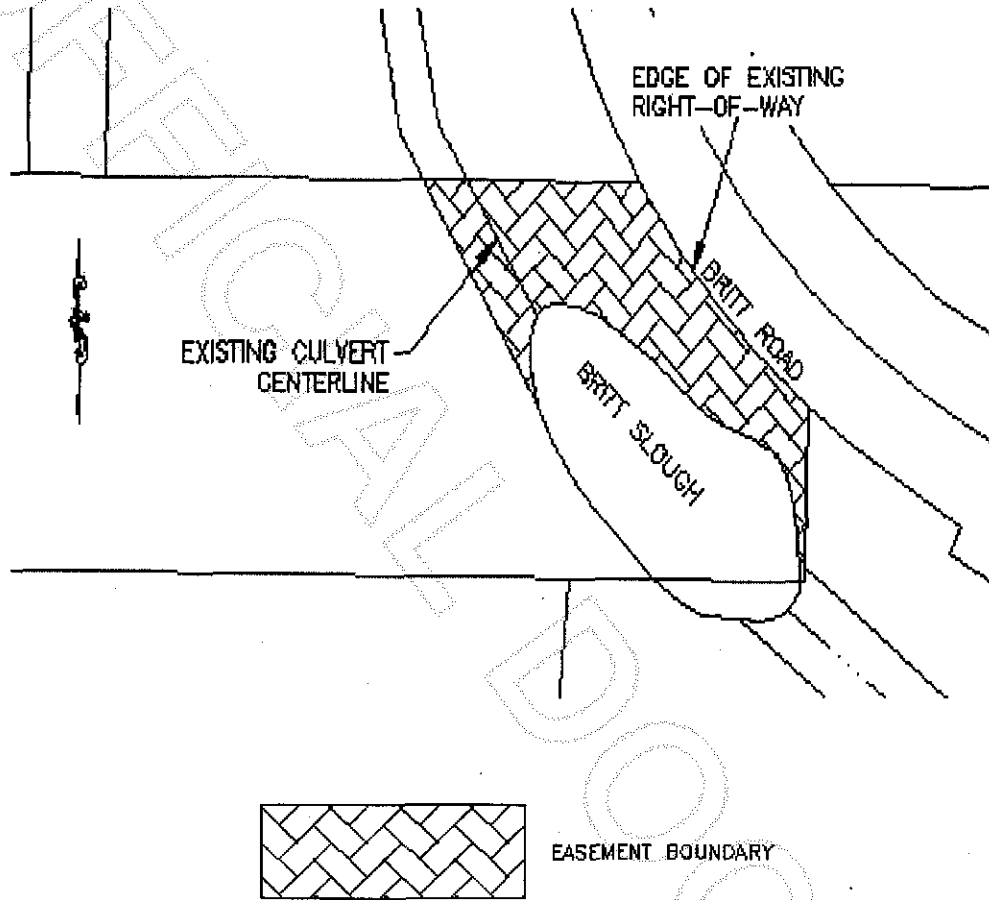
That part of the SE  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$  of said Section 30 lying Northerly of Britt Slough.

**ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.**

**Situate in Skagit County, State of Washington.**



**EXHIBIT "B"**  
**DRAINAGE EASEMENT DEPICTION**  
Assessor's Parcel Number **P28866**



**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY**  
Assessor's Parcel Number P28866

UNOFFICIAL DOCUMENT

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 10 RODS WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 8 RODS; THENCE WEST 30 RODS; THENCE NORTH 8 RODS; THENCE EAST 30 RODS TO THE POINT OF BEGINNING, EXCEPT ROAD AND DITCH RIGHTS OF WAY AND EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED DATED JULY 2, 1959, RECORDED JULY 17, 1959, AS AUDITOR'S FILE NO. 583289

which currently has the address of

16684 Britt Rd

Mount Vernon

, Washington

98273

("Property Address"):

