

Recording Requested By And
When Recorded Mail To:

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



201111040058
Skagit County Auditor

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SKAGIT COUNTY
Contract # C20110477
Page 1 of 11

DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **EARL LIND & ETHEL LIND, a married couple**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P29276 (XrefID: 340431-0-037-0006)**

ABBREVIATED LEGAL DESCRIPTION:

ACREAGE ACCOUNT, ACRES 1.79, (BRSFC DK03) PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4; BEGINNING AT THE CENTER SECTION 31; THENCE EAST 327.8 FEET; THENCE NORTH TO A POINT 210 FEET NORTH OF NORTH LINE BRITT SOUTH ROAD; THENCE WEST 154 FEET TO POINT OF BEGINNING; THENCE WEST TO EAST LINE OF WEST 11 ACRES OF EAST 3/4 OF EAST 1/2 OF THE SOUTHEAST 1/4 NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE TO NORTH LINE BRITT SLOUGH ROAD; THENCE NORTHEASTERLY ALONG NORTH LINE COUNTY ROAD TO A POINT SOUTH OF POINT OF BEGINNING; THENCE NORTH TO POINT OF BEGINNING. EXCEPT A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C. LIND, A SINGLE MAN, DATED JUNE 17, 1968, AND RECORDED JUNE 18, 1968, UNDER AUDITOR'S FILE NUMBER 714907, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID TRACT BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE CENTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 12' 15" WEST 197.34 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWESTERLY MARGIN OF BRITT ROAD RIGHT-OF-WAY AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 6 OF SURVEYS, PAGE 104, UNDER AUDITOR'S FILE NUMBER 8508230001, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 65 DEGREES 17' 45" EAST 86.36 FEET ALONG SAID NORTHWESTERLY MARGIN TO A POINT OF CURVATURE IN SAID MARGIN; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1116.03 FEET, THROUGH A CENTRAL ANGLE OF 9 DEGREES 56' 11", AN ARC DISTANCE OF 193.54 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 29 DEGREES 43' 49" WEST 86.27 FEET; THENCE NORTH 34 DEGREES 16' 48" WEST 67.61 FEET; THENCE NORTH 00 DEGREES 59' 58" WEST 138 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C.

LIND, A SINGLE MAN, DATED JUNE 17, 1968, AND RECORDED JUNE 18, 1968, UNDER AUDITOR'S FILE NUMBER 714907, RECORDS OF SKAGIT COUNTY, WASHINGTON SAID POINT BEING THE TERMINUS OF SAID LINE. TOGETHER WITH A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C. LIND, A SINGLE MAN, DATED MAY 9, 1988, AND RECORDED MAY 10, 1988, UNDER AUDITOR'S FILE NUMBER 8805100060, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID TRACT BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M, SAID PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE CENTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 12' 15" WEST 197.34 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWESTERLY MARGIN OF BRITT ROAD RIGHT-OF-WAY AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 6 OF SURVEYS, PAGE 104, UNDER AUDITOR'S FILE NUMBER 8508230001, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 65 DEGREES 17' 45" EAST 86.36 FEET ALONG SAID NORTHWESTERLY MARGIN TO A POINT OF CURVATURE IN SAID MARGIN; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1116.03 FEET, THROUGH A CENTRAL ANGLE OF 9 DEGREES 56' 11", AN ARC DISTANCE OF 193.54 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 29 DEGREES 43' 49" WEST 86.27 FEET; THENCE NORTH 34 DEGREES 16' 48" WEST 67.61 FEET; THENCE NORTH 00 DEGREES 59' 58" WEST 138 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C. LIND, A SINGLE MAN, DATED JUNE 17, 1968, AND RECORDED JUNE 18, 1968, UNDER AUDITOR'S FILE NUMBER 714907, RECORDS OF SKAGIT COUNTY, WASHINGTON SAID POINT BEING THE TERMINUS OF SAID LINE. (BRSFC DK03) PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4; BEGINNING AT THE CENTER SECTION 31; THENCE EAST 327.8 FEET; THENCE NORTH TO A POINT 210 FEET NORTH OF NORTH LINE BRITT SOUTH ROAD; THENCE WEST 154 FEET TO POINT OF BEGINNING; THENCE WEST TO EAST LINE OF WEST 11 ACRES OF EAST 3/4 OF EAST 1/2 OF THE SOUTHEAST 1/4 NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE TO NORTH LINE BRITT SLOUGH ROAD; THENCE NORTHEASTERLY ALONG NORTH LINE COUNTY ROAD TO A POINT SOUTH OF POINT OF BEGINNING; THENCE NORTH TO POINT OF BEGINNING. EXCEPT A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C. LIND, A SINGLE MAN, DATED JUNE 17, 1968, AND RECORDED JUNE 18, 1968, UNDER AUDITOR'S FILE NUMBER 714907, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID TRACT BEING IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SAID PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE CENTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 12' 15" WEST 197.34 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWESTERLY MARGIN OF BRITT ROAD RIGHT-OF-WAY AS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED IN VOLUME 6 OF SURVEYS, PAGE 10 (Complete LEGAL DESCRIPTION provided at *Exhibit "C"*).

DRAINAGE EASEMENT

The undersigned, **EARL LIND & ETHEL LIND**, 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.



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Skagit County Auditor

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

easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 04 2011

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



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GRANTORS:

DATED this 5 day of Oct, 2011.

(Deceased: July 2004)

Earl Ethel

Ethel J. Lind
Ethel J. Lind

STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss

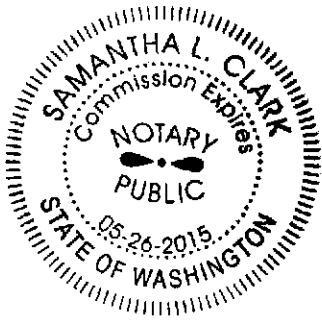
I certify that I know or have satisfactory evidence that ~~Earl Ethel~~ and ~~Ethel J. Lind~~ are the persons who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they executed the forgoing instrument as his/her/their free and voluntary act for the uses and purposes herein mentioned.

DATED this 5 day of Oct, 2011.

(SEAL)

Samantha L. Clark
Notary Public

Print name: Samantha L. Clark
Residing at: Oak Harbor, WA
My commission expires: May 26, 2015



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DATED this 31 day of October, 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 Hammons
Clerk of the Board

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

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 10/19/11
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 10/20/2011
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director



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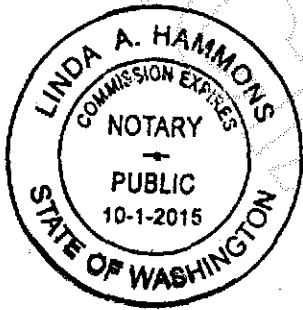
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STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

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 31 day of October, 2011.

(SEAL)



Linda Hammons
Notary Public
Print name: Linda Hammons
Residing at: Skagit County
My appointment expires: 10-1-2013



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Skagit County Auditor

EXHIBIT "A"
LEGAL DESCRIPTION FOR DRAINAGE EASEMENT
Assessor's Parcel Number P29276

A strip of land lying in Section 31, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of Southeast 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 SW $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 31 lying Southeast of Britt Slough.

TOGETHER WITH;

A strip of land lying in Section 31, Township 34 North, Range 4 East W.M., County of Skagit, State of Washington. Said strip from Top of Southeast 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 SW $\frac{1}{4}$, of the NE $\frac{1}{4}$ of said Section 31 lying Southeast of Britt Slough.

TOGETHER WITH;

A strip of land lying in Section 31, 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 NW $\frac{1}{4}$ of said Section 31 lying Southeast of Britt Slough.

ALL FALLING WITHIN THE ABOVE DESCRIBED PARCEL.

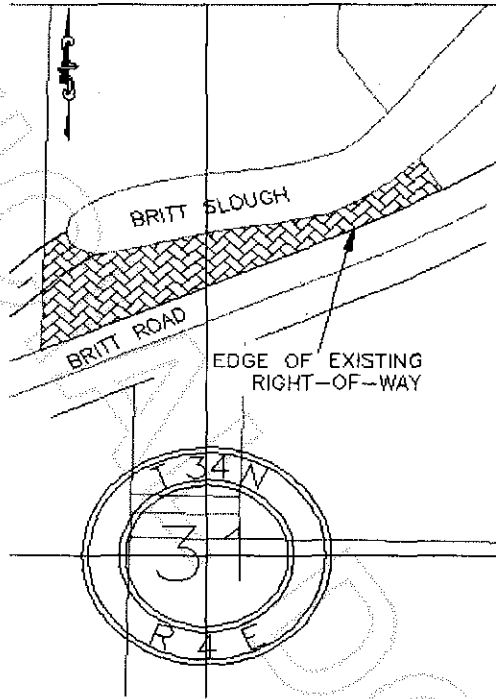
Situate in Skagit County, State of Washington.



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Skagit County Auditor

EXHIBIT "B"
DRAINAGE EASEMENT DEPICTION
Assessor's Parcel Number P29276



EASEMENT BOUNDARY



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Skagit County Auditor

EXHIBIT "C"
LEGAL DESCRIPTION FOR Grantors' PROPERTY
Assessor's Parcel Number **P29276**

ACREAGE ACCOUNT, ACRES 1.79, (BRSFC DK03) PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4; BEGINNING AT THE CENTER SECTION 31; THENCE EAST 327.8 FEET; THENCE NORTH TO A POINT 210 FEET NORTH OF NORTH LINE BRITT SOUTH ROAD; THENCE WEST 154 FEET TO POINT OF BEGINNING; THENCE WEST TO EAST LINE OF WEST 11 ACRES OF EAST 3/4 OF EAST 1/2 OF THE SOUTHEAST 1/4 NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE TO NORTH LINE BRITT SLOUGH ROAD; THENCE NORTHEASTERLY ALONG NORTH LINE COUNTY ROAD TO A POINT SOUTH OF POINT OF BEGINNING; THENCE NORTH TO POINT OF BEGINNING. EXCEPT A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EARL C. 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