

**RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:**

Aaron M. Laing  
Schwabe, Williamson & Wyatt, PC  
1420 Fifth Avenue, Suite 3400  
Seattle, WA 98101



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Skagit County Auditor

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**ACCOMMODATION RECORDING**

**LAND TITLE OF SKAGIT COUNTY**

**AMENDED MARINE HEIGHTS STORM DRAINAGE EASEMENT**

**Grantor:** Shadow Creek Investments, LLC, a Washington limited liability company

**Grantee:** City of Anacortes, a Washington state municipal corporation

**Legal Description:** That portion of the NW quarter of the SE quarter of the SE quarter of Section 27, Township 35 N, Range 1 E, W.M., described in Exhibit A hereto.

**Tax Parcel Number:** ~~P32421~~ P123272

THIS AMENDED MARINE HEIGHTS STORM DRAINAGE EASEMENT ("Amended Drainage Easement") is made by and between Grantor Shadow Creek Investments, LLC ("Grantor") and Grantee City of Anacortes ("Grantee"), for the construction, maintenance and repair of the Marine Heights Drainage System over, under and across that certain real property legally-described and depicted (as "P1") in Exhibit A hereto (the "Property"), subject to the terms and provisions set forth below.

Grantor and Grantee are each a Party and collectively the Parties to this Amended Drainage Easement. This Amended Drainage Easement shall be effective as of the date of recording.

The consideration for this Amended Drainage Easement includes the promises and changes herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; therefore, the Parties warrant, covenant and agree as follows:

**1. Original Easement.** On or about February 18, 2004, Grantor's predecessor in interest to the Property granted to Grantee an easement titled Marine Heights Storm Drainage System, recorded with the Skagit County Auditor under recording number 200402180126 ("Original Drainage Easement").

**2. Amended Drainage Easement.** The terms and conditions of the Original Drainage Easement shall be amended as follows:

The first sentence of paragraph 3 (i.e., "Grantor shall not construct any structure or rockery, or plant trees or other deep-rooted vegetation within the Permanent Easement.") is hereby stricken and replaced with the following language in italics below:

*"Grantor shall not construct any structure or rockery, or plant trees or other deep-rooted vegetation within the Permanent Easement, unless Grantor provides a report prepared by a licensed civil engineer approved by the City that demonstrates that the function of the Permanent Easement as it existed at the time such permission is sought will be maintained."*

All other terms and conditions of the Original Drainage Easement shall remain unchanged and hereby incorporated by reference.

**3. Binding Effect.** All terms and provisions herein are intended to and shall be covenants running with the land and/or equitable servitudes for the benefit of the Grantee and burdening the Grantor's Property and shall be binding on the Parties and their successors, heirs and assigns.

**4. Governing Law and Venue.** This Amended Drainage Easement shall be construed in accordance with the laws of the State of Washington, and any action arising out of or relating thereto shall be commenced in the Superior Court for Skagit County, Washington.

**5. Attorney's Fees and Costs.** In the event any Party hereto files any judicial proceedings of any kind or nature to enforce or interpret the terms of this Amended Drainage Easement, the prevailing Party in such proceeding shall be awarded a judgment against the other Party or Parties for all of their reasonable attorneys' fees and costs incurred in such proceedings.

**6. Whole Agreement; No Third-Party Beneficiaries.** This Amended Drainage Easement consists of six (6) pages, including Exhibit A, and is the entire agreement of the Parties on the subject matter herein. This Amended Drainage Easement may only be modified by a written document signed by all parties and duly recorded. This Amended Drainage Easement is not intended to nor shall it be construed to confer any benefit by any third-party.

**7. Authority to Execute Easement Agreement.** The Parties expressly represent and warrant that the persons executing this Amended Drainage Easement are duly authorized to do so. This Amended Drainage Easement may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.



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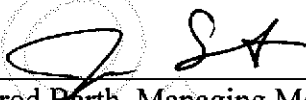
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SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 25 2012

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

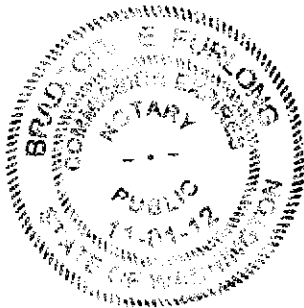
**GRANTOR SHADOW CREEK  
INVESTMENTS, LLC**


By   
Jerod Barth, Managing Member  
Dated this 14 day of September 2012

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Jerod Barth is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Shadow Creek Investments, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/14/12



  
Bradford E. Furlong  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Mount Vernon  
My Commission expires: 11-1-12



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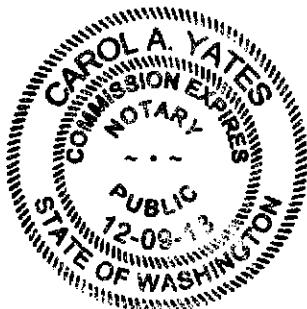
GRANTEE CITY OF ANACORTES

By H. Dean Maxwell  
Mayor H. Dean Maxwell  
Dated this 17<sup>th</sup> day of September 2012

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF SKAGIT                    )

I certify that I know or have satisfactory evidence that H. Dean Maxwell is the person who appeared before me, and said person acknowledged that (he) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of Anacortes to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/17/12



Carol A. Yates  
Carol A. Yates  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Anacortes  
My Commission expires: 12/9/13



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# EXHIBIT A

## LEGAL DESCRIPTION FOR STORMDRAINAGE EASEMENT

That portion of the Northwest quarter of the Southeast quarter of the Southeast quarter of Section 27, Township 35 North, Range 1 East, W.M., described as follows:

Commencing at the Northeast corner of the Plat of Anaco Beach, Skagit County, Washington, as recorded in Volume 5 of Plats, page 4, records of Skagit County, Washington, as shown on Short Plat No. ANA-96-002, as recorded under Skagit County Auditor's File No. 200212270040; **thence** North 88° 14' 08" East, along the Easterly extension of the North line of said Plat, 30.41 feet to a point on the West line of said Northwest quarter of the Southeast quarter of the Southeast quarter; **thence** South 0° 33' 37" East, along said West line, 240.64 feet; **thence** at a right angle North 89° 26' 23" East, 25.68 feet to the **TRUE POINT OF BEGINNING**; **thence** continuing North 89° 26' 23" East, 93.03 feet to a point on the Southerly extension of the West margin of that certain 50-foot wide right-of-way as conveyed to the City of Anacortes by instrument recorded under Skagit County Auditor's File No. 9002120093; **thence** North 17° 24' 47" East, along said Southerly extension of said margin, 32.75 feet to the beginning of a curve to the left having a radius of 739.00 feet; **thence** Northeasterly along said Southerly extension of said margin and the arc of said curve, through a central angle of 9° 02' 46", an arc distance of 116.68 feet to the intersection of the centerline of that certain 60.00-foot wide right-of-way as conveyed to the City of Anacortes by instrument recorded under Skagit County Auditor's File No. 235194 and vacated by ordinance No. 1934 and beginning of a non-tangent curve, concave to the Southwest, having a radius point which bears South 68° 55' 01" West, 146.19 feet; **thence** Southeasterly, along said centerline and the arc of said curve, through a central angle of 32° 49' 30", an arc distance of 83.75 feet; **thence** South 11° 44' 31" West, along said centerline, 214.24 feet to the North line of said Plat, being the North terminus of Marine Drive, as shown on said Short Plat; **thence** South 89° 05' 25" West, along said North line, 12.57 feet to the beginning of a non-tangent curve, concave to the West, having a radius point which bears South 89° 07' 28" West, 180.00 feet; **thence** Northwesterly, along the arc of said curve, through a central angle of 55° 08' 56", an arc distance of 173.26 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Skagit, State of Washington.



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