

201406050015
Skagit County Auditor \$78.00
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Document Title:

Drainage Easement Agreement

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. Current Owners of Lots WA2 2-7
2. Washington Federal Cecil W. Ely Jr. Trust
Decker Wong Living Trust

Grantee(s):

☐ additional grantee names on page ____

1. Current Owners, successors and assigns, Lots 1-6
2. Washington Federal Cecil W. Ely Jr. Trust
Decker Wong Living Trust

Abbreviated legal description:

☐ full legal on page(s) ____

¹ and
Lots 2, 3, 4, 5, 6 & 7, Vintage Investments INC
9-Lot Short Plat

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P130304, P130299, P130298, P130297, P130302, P130300, P130301

ACCOMMODATION RECORDING

LAND TITLE OF SKAGIT COUNTY

M-20282

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Easement Agreement"), is made as of the 22 day of April, 2014, by and between **Current Owners of Lots 7-2** hereinafter collectively referred to as the ("**Grantor**") and the **Current Owners** and their respective successors and assigns of Lots 1 through 6 of the Plat of Vintage Inv. Inc. 9 Lot Short Plat as the ("**Grantee**")

Recitals

- A. **Grantors** are the owners of Lots 2, 3, 4, 5, 6 and 7 of the Plat **VINTAGE INVESTMENTS INC.** recorded under Auditors File No. 201009210052 collectively referred to herein as the "**Easement Property**".
- B. In accordance with the Declaration and the Plat, certain easements for the installation and maintenance of a "**Storm Drainage Easement**" were established for the common benefit of the **Grantors** and **Grantees**, the Owners and their respective successors and assigns as defined in the declaration, as more particularly described in the attached "**Exhibit A**".
- C. **Grantors and Grantees** desires to establish a "**Storm Drainage Easement**" Beginning in the Southeast corner of Lot 7 PLAT OF VINTAGE INVESTMENTS INC. 9 LOT SHORT PLAT under Auditors File Number 201009210052 for the benefit of the **Grantors** and **Grantees**, the owners and their respective successors and assigns of Lots 1-6 of the Plat **VINTAGE INVESTMENTS INC. 9-LOT SHORT PLAT** in accordance with the terms and conditions of this agreement.

Agreement

In consideration of the foregoing and of 0 dollars (\$0) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement Upon Easement Property.** Subject to the terms and conditions of this "**Easement Agreement**", **Grantors** and **Grantees**, collectively grant this easement property for the benefit of all **Owners Lots 1-7 the Plat VINTAGE INVESTMENTS INC. 9-LOT SHORT PLAT**, and their respective successors, assigns and mortgages, a permanent drainage easement "**Storm Drainage Easement**". The "**Easement Property**", as more particularly described on "**Exhibit A**" attached hereto ("**Private Storm Drainage Easement**") and "**Exhibit B**" attached hereto ("**Storm Drainage Easements Lots 1-7**"). **Grantee** shall not allow or permit any structure, improvement or landscaping to be located, installed or to

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

1

Easement
JUN 05 2014



Skagit County Auditor

\$78.00

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

grow upon or within the “**Storm Drainage Easement**” area which might in any way damage or interfere with the installation and operation to the Drainage System.

2. **Grantee Rights.** Grantee shall have the right to install a drainage system within the “**Easement Property**” as shown on the map and described in “**Exhibit A**”.
3. **Use and Maintenance by Grantee.** Grantee, or its successors and assigns, shall conduct the maintenance, repair and replacement of the Drainage System, and the costs and expenses related thereto shall be shared equally by each of the Owners of the lots located within the easement property; provided, however, that if any such maintenance, repair, or replacement is required as a result of the acts or omissions of the Owner of any Lot within the “**Easement Property**”, such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.
4. **Mechanics’ Liens.** Grantee shall not permit any mechanic’s or materialman’s liens to be enforced against the “**Easement Property**” in connection with any work performed over, under or across the “**Easement Property**” by or at the direction of the Grantee.
5. **Amendment.** This “**Easement Agreement**” may be amended only by a written instrument duly executed by Grantor and Grantee (or respective successors or assigns, as appropriate) and recorded in the records of Skagit County, Washington.
6. **Easement Appurtenant.** The benefits and burdens of the “**Drainage Easement**” and the covenants herein shall run with and be appurtenant to the “**Easement Property**” such that a transfer of legal title to all or a portion of the “**Easement Property**” shall automatically transfer an interest in such benefits and burdens.
7. **Definitions.** Capitalized terms used in the “**Easement Agreement**” shall have the meaning set forth for such terms in this “**Easement Agreement**”. If such capitalized terms are not herein defined then those terms shall have the meaning set forth for such terms in the Declaration.
8. **Governing Law.** This “**Easement Agreement**” shall be construed in accordance with and governed by the laws of the State of Washington.

[Signatures on Next Page]



GRANTOR - GRANTEE:

Washington Federal
Lot 7 - 4318 Navigator Lane
Lot 3 - 4216 Navigator Lane
Lot 2 - 4210 Navigator Lane
Lot 1 - 4206 Navigator Lane

By: Ronald L. McKenzie

Its: SVP

Name: Ronald L. McKenzie

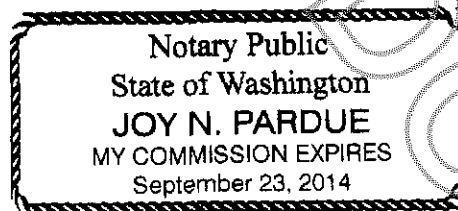
Title: SVP

State of Washington

County of King) ss.

The foregoing instrument was acknowledged before me this 22nd day of April, 2014
by Ronald L. McKenzie who was personally known to me or who provided sufficient proof of identity, as
SVP for Washington Federal, as the Special Assets Manager, on behalf of said
Corporation.

Notary Seal



Notary Public
My Commission Expires: 9-23-2014



GRANTEE - GRANTOR:

Decker Wong Living Trust
Lot 4 - 4302 Navigator Lane

By:

Name:

Title:

Tom Decker
Tom Decker
Trustee

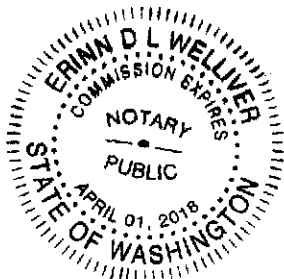
State of Washington

County of Skagit

)ss.
)

The foregoing instrument was acknowledged before me this 1st day of May, 2014 by
Tom Decker who was personally know to me or who provided sufficient proof of
identification.

Notary Seal



Erin D.L. Welliver
Notary Public

My Commission Expires: 4/1/2018



GRANTEE - GRANTOR:

Lot 5 - 4308 Navigator Lane

The Cecil W. Ely Jr. Living Trust

By:

Name: Cecil W. Ely Jr. Trustee

Title: _____

The Elizabeth-Anne Ely Living Trust

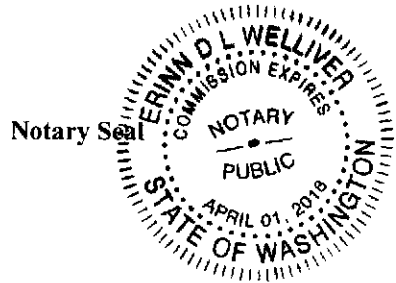
By:

Name: Elizabeth Anne Ely Trustee

Title: _____

State of Washington)ss.
County of Skagit)

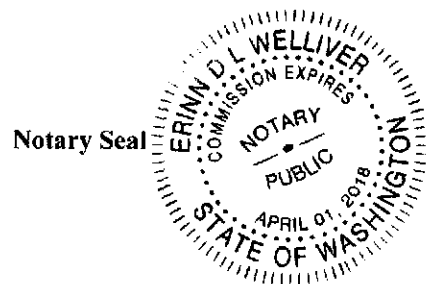
The foregoing instrument was acknowledged before me this 3rd day of June, 2014
by Cecil W. Ely Jr. who was personally know to me or who provided sufficient proof of identification.



Erinn D. Welliver
Notary Public
My Commission Expires: 4/1/2018

State of Washington)ss.
County of Skagit)

The foregoing instrument was acknowledged before me this 3rd day of June, 2014
by Elizabeth Anne Ely who was personally know to me or who provided sufficient proof of identification.



Erinn D. Welliver
Notary Public
My Commission Expires: 4/1/2018



GRANTEE - GRANTOR:

Justin P. Curran
Lot 6 - 4314 Navigator Lane

By: [Signature]

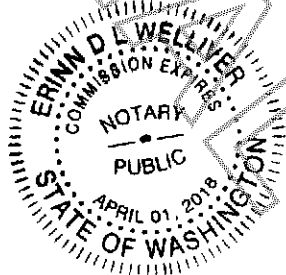
Name: JUSTIN CURRAN

Title: _____

State of Washington)
County of Skagit)ss.

The foregoing instrument was acknowledged before me this 2nd day of June, 2014
by Justin Curran who was personally know to me or who provided sufficient proof of
identification.

Notary Seal



[Signature]
Notary Public
My Commission Expires 4/1/2018

