

Recording Requested By And  
When Recorded Mail To:

Skagit County Public Works  
Attn: Dianne Crane  
1800 Continental Place  
Mount Vernon, Washington 98273



Skagit County Auditor \$80.00  
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DOCUMENT TITLE: **Permanent Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: **Auditor's File No. 766168**

GRANTOR(S): **Similk Highlands Community Association, a Washington non-profit corporation**

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P77952 (XrefID: 4195-000-022-0001)**

ABBREVIATED LEGAL DESCRIPTION: **S08, T34N, R2E; SIMILK HIGHLANDS TRACT A**

**PERMANENT DRAINAGE EASEMENT**

The undersigned, **Similk Highlands Community Association, a Washington non-profit corporation** ("Grantor" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **SKAGIT COUNTY, A Political Subdivision of the State of Washington**, ("Grantee" herein), and Grantee's successors, a perpetual, non-exclusive Permanent Drainage Easement for storm water discharge, drainage lines, drainage structures, culverts, mowing, vegetation management, and other potential drainage infrastructure ("Easement") as follows provided herein. Grantor 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 Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under portions of Grantor's Property, such Easement area 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, inspecting, repairing, removing, replacing, renewing, using and operating drainage lines, culvert(s), 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 Grantor specifically recognizes and agrees 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) Grantor's Property pursuant to the terms of this Easement. While the Grantee is not required to conduct any such maintenance, repair, or replacement of any specific drainage facilities pursuant to the terms of this Easement, in the event that the Grantee does choose 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 Grantor's Property as well as the Easement area, for purposes of use, installation, repair, maintenance of the drainage facilities and for any and all other purposes reasonably related thereto, at all times and without notice to Grantor. A legal description for the Grantor's Property is attached hereto as *Exhibit "C"*, and is hereby incorporated by reference. Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any drainage impact or damages to Grantor's Property resulting from this Easement, and Grantor releases and holds harmless Grantee from any drainage impact or damages to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any drainage impact to Grantor's Property arising from and/or related to this Easement. The Grantor further recognizes and agrees that Grantor shall be responsible and/or liable for any use, maintenance, 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 Grantor's Property, within the Easement area (as described and depicted in *Exhibits "A" & "B"*), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the drainage facilities.

**3. Encroachment/Construction Activity.** Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity at, on or near the Easement area which might in any fashion unearth, undermine, or damage the drainage facilities or endanger the lateral, subjacent, or other support of the drainage facilities. Grantor further agrees that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Easement area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement area, without written consent of Grantee; provided Grantor 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 use of the Easement area 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 Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Grantor's Property and warrants the Grantee title to and quiet enjoyment of the Easement area. The covenants and agreements of this Easement shall be binding upon the successors and assigns of the parties hereto.



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**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 terms 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. Grantee (Skagit County) does not represent Grantor. 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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GRANTEE:

DATED this 4 day of August, 2014.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Jinda Sammis

Clerk of the Board

Authorization per Resolution R20050224

Recommended:

[Signature]

Department Head

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

Approved as to form:

[Signature] 7/21/14  
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 7/28/14  
Risk Manager

Approved as to budget:

[Signature]  
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 Sharon D. Dillon are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Commissioners of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 4 day of August, 2014.

(SEAL)

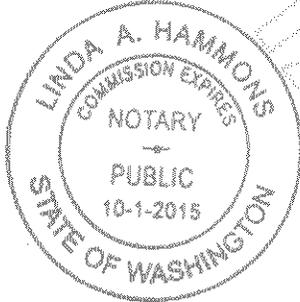
Linda Hammons

Notary Public

Print name: Linda Hammons

Residing at: Skagit County

My appointment expires: 10-1-2015



**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AREA**

Assessor's Parcel Number **P77952**

A strip of land 12 feet in width lying north of and adjoining the southern property line of Tract A, "Plat of Similk Highlands, Div. 1," as per plat recorded in Volume 10 of Plats, page 15, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington.



**EXHIBIT "B"**

**DRAINAGE EASEMENT DEPICTION**

Assessor's Parcel Number **P77952**

SIBRALTES ROAD

Similk Highlands  
Division 1

Tract A

P77952

Permanent Drainage  
Easement 12' in width



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**EXHIBIT "C"**

**LEGAL DESCRIPTION**  
Assessor's Parcel Number **P77952**

All of Tract "A", "Plat of Similk Highlands, Div. 1," as per plat recorded in Volume 10 of Plats, page 15, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington.



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