



201612210051

Skagit County Auditor
12/21/2016 Page

1 of

14

\$86.00

1:39PM

When Recorded-Return To:

Brian E. Clark, Attorney
Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273

DOCUMENT TITLE(s): *(or transactions contained therein)*

AGREEMENT REGARDING SUBSURFACE DRAINAGE AND MAINTENANCE

GRANTOR(s): *(last name, first name and initials)*

HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.

☐ *Additional names on page ____ of document*

GRANTEE(s): *(Last name, first name and initials)*

HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.

☐ *Additional names on page ____ of document*

ABBREVIATED LEGAL DESCRIPTION: *(i.e., lot, block, plat or quarter, quarter, section, township and range):*

N ½ Gvt Lot 2, S18 T35N R3 EWM;
N ½ SW ¼ NE ¼ S18 T35N R3 EWM;
Ptns Gvt Lot 1 and NW ¼ NE ¼ S18 T35N R3 EWM

☒ *Additional legal on pages 8 & 9 of document*

ASSESSOR'S PARCEL/TAX I.D. NUMBERS: 350318-0-001-0005, P34448; 350318-1-002-0002, P34458; 350318-1-003-0001, P34459; 350307-0-010-0007, P33883; 350307-3-002-0001, P33891

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ *Additional reference numbers on page ____ of document*

AGREEMENT REGARDING SUBSURFACE DRAINAGE AND MAINTENANCE

This Agreement is made this 19 day of December, 2016, between Claudia M. Decato ("**Decato**"), Anne E. Knott ("**Knott**"), and Norman W. Hoffman ("**Hoffman**"), collectively the "Parties."

I. RECITALS

WHEREAS, Hoffman is the owner of real property of an adjacent parcel to the south (Skagit County Tax Parcel 34459) located in Skagit County, Washington, legally described on the attached **Exhibit A** and shown on the attached map (**Exhibit C**). Such lot is referred to herein as **Parcel A**

WHEREAS, Decato and Knott are the owners of real property (Skagit County Tax Parcel 34448) situated in Skagit County, Washington, legally described on the attached **Exhibit B** and shown on **Exhibit C**. Such lot is referred to herein as **Parcel B**.

WHEREAS, there is a high-density polyethylene (HDPE) subsurface drainage system running through the 21.5 northwesterly acres of Parcel A, which drainage system continues through the southwesterly portion of Parcel B and then drains into a dedicated collection ditch ("collection ditch") shown on **Exhibit C** as running along the northerly border of Parcel B with Skagit County Tax Parcels P33883 and P33891, both of which are owned by Decato and Knott. As used herein, unless otherwise clearly provided, "drainage system" means the drainage system running through Parcels A and B together with the collection ditch.

WHEREAS, the parties desire to enter into an Agreement to facilitate the maintenance and repair of the drainage system.

II. AGREEMENT

NOW, THEREFORE, for sufficient and adequate consideration, the value of which is acknowledged by all Parties, the Parties hereby agree to the following.

1. **Purpose.** The purpose of this Agreement is to provide for the inspection, maintenance, improvement, repair, construction, reconstruction, location and relocation of the components of the drainage system as may be deemed reasonably necessary to facilitate the continued efficient operation of the drainage system ("Maintenance Services"). As part of the Maintenance Services, the collection ditch shall be dredged once every four years to maintain an unobstructed flow of the subsurface drainage lines.

2. **Maintenance Provider.** The parties agree that there shall at all times be one or more persons designated to provide Maintenance Services for the drainage system (the "Maintenance Provider"). The Parties hereby designate Hoffman as the initial Maintenance Provider for the entire drainage system. The respective owners of Parcel A and Parcel B shall have the right to designate the Maintenance Provider who is to be responsible for Maintenance Services with respect to that portion of the drainage system that lies within their respective parcels. The respective owners of Parcel A and Parcel B may remove any party who is presently designated as the Maintenance Provider for that portion of the drainage system that lies on their respective parcels and replace that party with another Maintenance Provider for that portion of the drainage system, which may include appointing himself or herself in that capacity. It is not required that the owners of Parcel A and Parcel B use the same party to provide such services, although having a common service provider is likely to provide practical and economic efficiencies. If no Maintenance Provider is appointed for Parcel A or Parcel B, any Maintenance Provider appointed for the other parcel shall then act as the Maintenance Provider for both Parcels A and B until a different Maintenance Provider is appointed for such parcel by the owner thereof.
3. **Costs.** The cost of Maintenance Services shall be paid by the parties proportionately based on the number of acres that are part of the drainage system that are owned by each party. The total acreage owned by Hoffman that is a part of the drainage system is 21.5, and the total acreage owned by Decato and Knott that is part of the drainage system is 39.5. Accordingly, Hoffman shall pay 35% of the Maintenance Service costs and Decato and Knott shall pay 65% of the Maintenance Service costs.

The electric power charges for the sump pump emptying the collection ditch shall be paid by the parties proportionately based on the total number of drained acres serviced by the sump pump (including drained acreage not included in Parcels A and B). The total drained acreage serviced by the sump pump that is owned by Hoffman is 41 and the total drained acreage serviced by the sump pump that is owned by Decato and Knott is 147. Accordingly, Hoffman shall pay 22% of such cost and Decato and Knott shall pay 78% of such cost.

The Maintenance Provider shall provide each of the Parties with a written estimate of costs for any Maintenance Service before the cost is incurred. Such notice shall provide a description of the Maintenance Service that is to be provided and an itemization of the estimated costs for such Maintenance Service. Unless a Party provides written objection to such cost to the other Parties and the Maintenance Provider within five business days after the receipt of such notice, such costs (not to exceed the estimate) may be incurred in conjunction with the provision of the identified Maintenance Service. If an owner objects to the cost, the provisions of paragraph 12 (Good Faith and Dispute Resolution) shall apply.

UNOFFICIAL
Notice shall be deemed delivered on delivery by hand; three days after placing the notice in the United States mail, postage prepaid, to the last known address of the party being notified; or if the parties separately agree to allow for the same in writing, one day after transmission of the notice by e-mail addressed to an e-mail address provided by the party to be notified.

4. **Limitations.** Drainage lines may not be relocated from their existing locations without the express written permission of the owner of the parcel on which such lines are located.
5. **Access to Parcels.** The Parties hereby grant to each Maintenance Provider the right, on reasonable notice, to access the areas located on Parcels A and B as shown in Exhibit C for the purpose of providing Maintenance Services. Solely for the purposes of carrying out the terms of this agreement, the Parties agree that during the term of this agreement each Maintenance Provider shall have access to Parcel B through the use of the southernmost 24 feet of Skagit County Tax Parcels No. P33883 and P33891 as depicted in the map attached as Exhibit D and as further described in the property tax profile for P33883 attached hereto as Exhibit E and the property tax profile for P33891 attached hereto as Exhibit F. The Parties hereby grant to each other, even if a Party is not a Maintenance Provider, the right, on reasonable notice, to access the areas located on Parcels A and B as shown on Exhibit C as deemed reasonably necessary by a Party to fulfill the Party's responsibilities under this Agreement.
6. **Agreement Term.** This agreement shall remain in effect until September 1, 2026 or until such time as either Parcel A or Parcel B no longer meets the eligibility requirements of Chapter 84.34 and the Open Space Taxation Act, if sooner.
7. **Compliance with Laws and Rules.** The Parties herein shall at all times during the terms of this Agreement maintain the drainage system and the collection ditch in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
8. **Responsibility of Parties.** The Parties agree to take reasonable measures to protect the subsurface drainage system in their cultivation and tillage of Parcels A and B, which shall include providing for such measures in any lease of Parcel A or B. This includes taking reasonable measures regarding crop selection and use of the property during periods of wet weather and soil saturation. Damage to any subsurface drainage lines on Parcel A or B caused by vehicles, livestock or crops under the direction or control of such owner(s) shall be repaired as soon as practical by the owner(s) of the affected

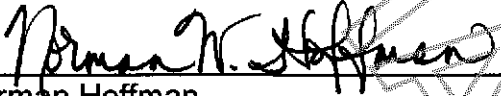
parcel at that owner(s)' expense.

9. **Reservation of Rights.** Subject to the specific terms of this Agreement, the Parties reserve all rights with respect to their property including, without limitation, the right to grant easements, licenses, permits, to others subject to the rights contained in this Agreement so long as such rights do not conflict with the provisions herein.
10. **Indemnification.** Each Party ("Indemnifying Party") agrees to release, indemnify, defend and save harmless each other Party ("Indemnified Party") from all liability, loss, damage, expense, or action, including reasonable attorneys' fees incurred by an Indemnified Party, with respect to matters asserted or arising on account of any action taken by the Indemnifying Party or the Indemnifying Party's servants, agents, employees, or contractors in the exercise of rights granted to an Indemnifying Party as a Maintenance Provider, or with respect to any other obligation of an Indemnifying Party that is created under the terms of this Agreement.
11. **Subordination.** The rights granted herein are subject to permits, leases, licenses, easements, if any, heretofore granted by the Parties affecting the property subject to this Agreement. The Parties warrant they have title to the property described in Exhibit A and Exhibit B and shall be liable for defects thereto or failure thereof .
12. **Good Faith and Dispute Resolution.** The parties agree to exercise their best efforts in good faith to resolve any disputes arising out of this Agreement. Should the Parties be unable or unwilling to amicably resolve any dispute concerning this Agreement, including the interpretation of this Agreement, or their proportionate share of expenses relating to installation and/or maintenance of the drainage system, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable. The substantially prevailing party or parties (as determined by the arbitrator) shall be entitled to an award of reasonable attorneys' fees and costs of suit. Notwithstanding the foregoing, the Parties may seek injunctive relief in Skagit County Superior Court to maintain the status quo, as it was prior to the existence of the dispute, until an arbitration may be held and an order is issued by the arbitrator in those proceedings.
13. **Binding to Heirs, Successors and Assigns.** The rights and obligations, as well as the benefits and burdens described herein, shall be binding upon the Parties, their respective heirs, successors and assigns.

14. **Entire Agreement.** The terms of this agreement shall supersede any and all other related agreements between the parties hereto or their predecessors, but only to the extent that there are any conflicting provisions. There are no verbal or other agreements which modify or affect this Agreement except for the verbal agreement with Norm Nelson, Inc. regarding the ownership and maintenance of the sump pump. In all other respects, this Agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the State of Washington and the venue of any dispute shall be Skagit County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

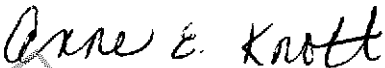
PARTIES:



Norman Hoffman



Claudia M. Decato

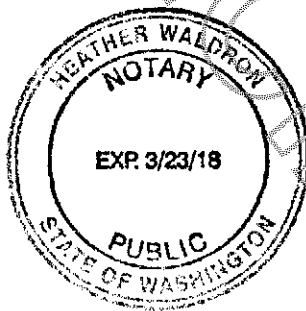


Anne E. Knott

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Norman W. Hoffman** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Executed this 16 day of December, 2016



Heather Waldron
[PRINT NAME] HEATHER WALDRON

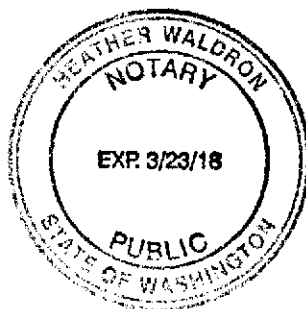
NOTARY PUBLIC for the State of Washington,
residing at Mt Vernon, WA

My appointment expires: 3-23-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Claudia M. Decato** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be /her free and voluntary act for the uses and purposes mentioned in the instrument.

Executed this 16th day of December, 2016



Heather Waldron
[PRINT NAME] HEATHER WALDRON

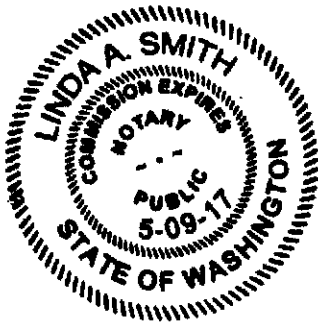
NOTARY PUBLIC for the State of Washington,
residing at Mt Vernon WA

My appointment expires: 3-23-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **Anne E. Knott** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Executed this 19th day of December, 2016



Linda A. Smith
[PRINT NAME] Linda A. Smith

NOTARY PUBLIC for the State of Washington,
residing at Spokane.

My appointment expires: 5.9.17.

EXHIBIT A

The North 1/2 of Government Lot 2 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

And the North 1/2 of the Southwest 1/4 of the Northeast 1/4 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

AND ALSO those portions of Government Lot 1 and the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 3 East, W.M. lying southerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast section corner);
thence North 0°06'06" East, 1332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'Arcy Road;
thence South 88°56'24" West along said centerline of D'Arcy Road, 1332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'Arcy Road with the centerline of the Bayview-Edison Road;
thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M. by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2692.50 feet to an angle point in the centerline;
thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the easterly extension of a gravel driveway;
thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North 89°38'28" West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North 0°59'48" East, 260.00 feet;
thence North 89°38'28" West, 888.42 feet;
thence South 0°14'38" West, parallel with the North-South centerline of said Section 18, 132.00 feet;
thence North 89°38'28" West, 1756.7 feet, more or less, to the centerline of the existing dike along the shore of Padilla Bay;
thence continue North 89°38'28" West to the West line of said Government Lot 1 and being the terminus of said line.

EXCEPT road right-of-way;

AND ALSO EXCEPT any drainage or dike rights-of-way, if any;

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(See Lot of Record Certification recorded under Skagit County Auditor's File No. 201503030065)

EXHIBIT B

Description for portion of Hoffman Estate property Parcels P-34458 and P-34448 (per Skagit County Assessor's records)

(Note: Parcels P-34458 and P-34448 are a certified lot per Skagit County Lot of Record Certification recorded under Skagit County Auditor's File No. 201503030064).

Those portions of the Northwest 1/4 of the Northeast 1/4 and of Government Lot 1, Section 18, Township 35 North, Range 3 East, W.M. lying Northerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast Section corner);
thence North 0°06'06" East, 1,332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'arcy Road;
thence South 88°56'24" West along said centerline of D'arcy Road, 1,332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'arcy Road with the centerline of the Bayview-Edison Road;
thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M., by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2,692.50 feet to an angle point in the centerline;
thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the Easterly extension of a gravel driveway;
thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the Westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North 89°38'28" West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North 0°59'48" East, 260.00 feet;
thence North 89°38'28" West, 888.42 feet, more or less, to the West line of the Northwest 1/4 of the Northeast 1/4 and terminus of the line;

EXCEPT road and ditch rights-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

NO
KATZIN
EQ A

NEW PEXSON, INC.
40 A

BAY
PADILLA

CLAUDE HOFFMAN

U.S. DEPARTMENT OF AGRICULTURE
BOL. CONSERVATION SERVICE

CLAUDE HOFFMAN

U.S. DEPARTMENT OF AGRICULTURE
BOLT CONSERVATION SERVICE

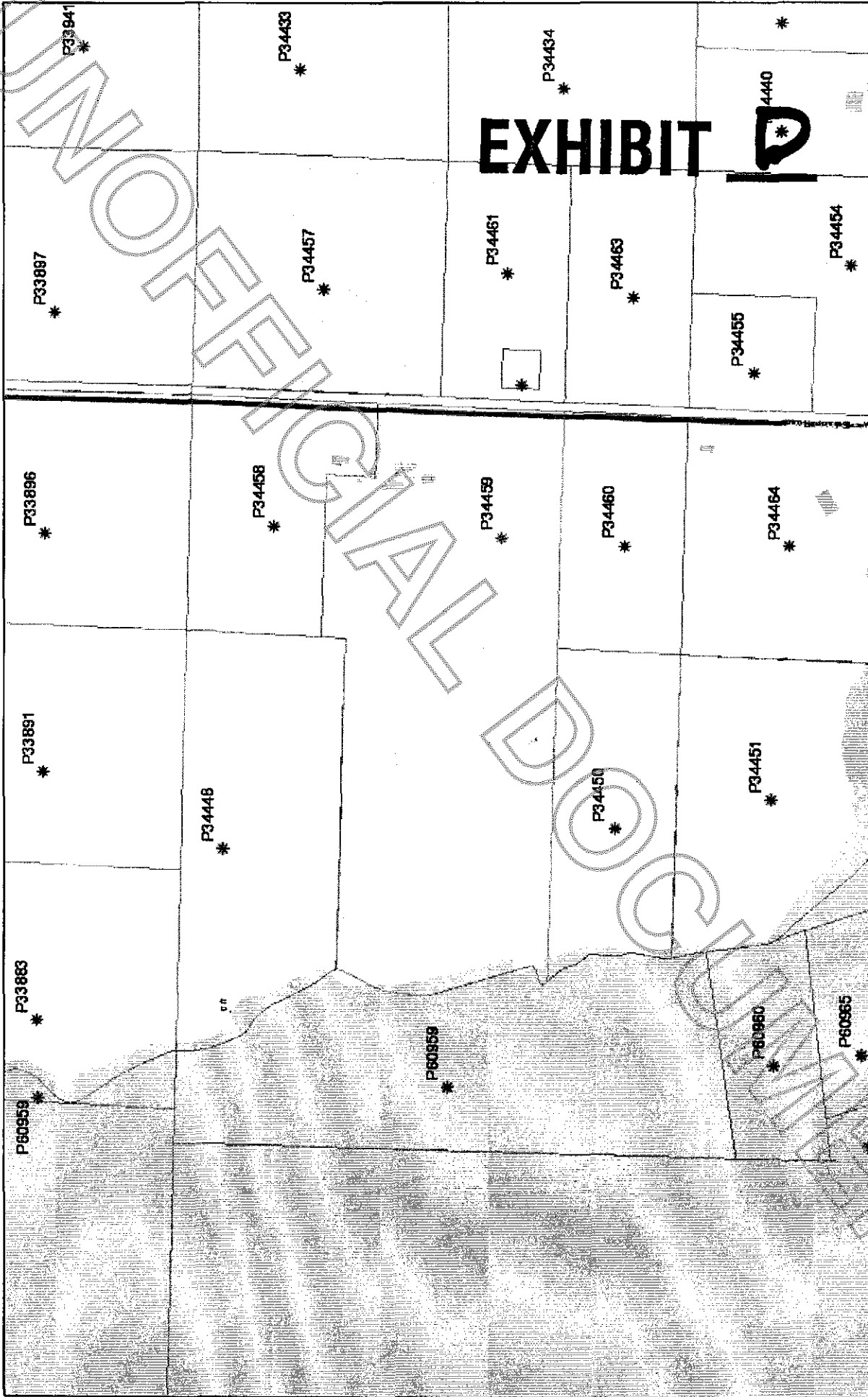
Mr. Hoffmann,
Bolt Conservation Service,
Washington, D.C.

Dear Sir:

I am writing you today to inform you that I have received your letter of the 10th inst. regarding the matter of the Bolt Conservation Service.

Sincerely,
Claude Hoffman

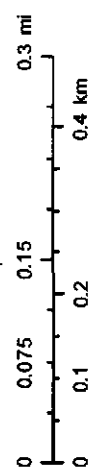
Claude Hoffman



December 14, 2016

Legend

- ☒ County Boundary
- ☐ Tax Parcels
- ☒ Senior Citizen Accounts
- ☒ Mobile Home Only Accounts
- ☒ Building Only Accounts
- ☒ Land Accounts
- ☒ Pre Tax Account Property



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

Details for Parcel: P33883

Jurisdiction: SKAGIT COUNTY
 Skagit County - Agricultural-Natural Resource Lands

Zoning Designation:



EXHIBIT E

Parcel Number
 P33883

XrefID
 350307-0-010-0007

Quarter Section Township Range
 SW 07 35 03

Owner Information

HOFFMAN TEST EQUIVALENT TRUST & HOFFMAN LIVING TRUST
 HOFFMAN ALICE M TRUSTEE
 8174 BAY VIEW EDISON RD
 BOW, WA 98232

Site Address(es) _

Map Links

[Open in iMap](#)
[Assessor's Parcel Map:](#)
[PDF](#) | [DWF](#)
Current Legal Description - Abbreviation Definitions

(19.5000 ac) OPEN SPACE #58 #768918 1973 DK 5 LOT 7 LESS DIKE SURVEY AF#201012010059

2016 Values for 2017 Taxes* Current Use

Building Market Value \$0.00
 Land Market Value +\$82,900.00
 Total Market Value \$82,900.00
 Current Use Adj -\$61,600.00
 Assessed Value \$21,300.00
 Taxable Value \$21,300.00

Sale Information

Deed Type QUIT CLAIM DEED
 Sale Date 1996-09-25
 Sale Price \$0.00
 Sale requires NRL disclosure ([more info](#))

2017 Property Tax Summary

2017 Taxes will be available after 2/15/2017

Use the Taxes link above for 2016 taxes

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(982) OPEN SPACE FARM AND AG		WAC 458-53-030	
Neighborhood	(80BURL) BURLINGTON CURRENT USE AG LAND			
Levy Code	1135	Fire District	F05	
School District	SD100	Exemptions		
Utilities		Acres	19.50	
Improvement 1 Attributes Summary				
Building Style	QUALIFIED AG LAND			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

Details for Parcel: P33891

Jurisdiction: SKAGIT COUNTY
 Skagit County - Agricultural-Natural Resource Lands

Zoning Designation:



EXHIBIT E

Parcel Number
 P33891

XrefID
 350307-3-002-0001

Quarter Section Township Range
 SW 07 35 03

Owner Information

HOFFMAN TEST EQUIVALENT TRUST & HOFFMAN LIVING TRUST
 HOFFMAN ALICE M TRUSTEE
 8174 BAY VIEW EDISON RD
 BOW, WA 98232

Site Address(es) _

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)Current Legal Description Abbreviation Definitions

(40.0000 ac) OPEN SPACE #58 #768918 1973 DK 5 SE1/4 OF SW1/4 SURVEY AF#201012010059

2016 Values for 2017 Taxes* Current Use

Building Market Value \$0.00
 Land Market Value +\$180,000.00
 Total Market Value \$180,000.00
 Current Use Adj -\$136,400.00
 Assessed Value \$43,600.00
 Taxable Value \$43,600.00

Sale Information

Deed Type QUIT CLAIM DEED
 Sale Date 1996-09-25
 Sale Price \$0.00
 Sale requires NRL disclosure ([more info](#))

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Legal Description at time of Assessment

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Neighborhood	(80BURL) BURLINGTON CURRENT USE AG LAND			
Levy Code	1135	Fire District	F05	
School District	SD100	Exemptions		
Utilities		Acres	40.00	
Improvement 1 Attributes Summary				
Building Style	QUALIFIED AG LAND			
Year Built		Foundation		
Above Grade Living Area		Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area		Heat/Air Conditioning		
Unfinished Basement		Fireplace		
*Total Garage Area		Bedrooms		
Bathrooms				
For additional information on individual segments see Improvements tab				

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