

Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: David Walde
1800 Continental Place
Mount Vernon, Washington 98273



201704110006
Skagit County Auditor \$81.00
4/11/2017 Page 1 of 9 10:19AM

DOCUMENT TITLE: **Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Michael J. McDaniel and Amanda G. McDaniel**, a married couple.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P29670** (XrefID: 340433-3-004-0106)
P83201 (XrefID : 4475-000-003-0005)

ABBREVIATED LEGAL DESCRIPTION(S): THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE W.M., LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, PLAT OF SKYRIDGE DIV. NO. V, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 89-36-18 EAST ALONG THE SOUTH LINE OF SAID SKYRIDGE V AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF SAID WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION. SURVEY AF#201501210020; and TRACT A, SKYRIDGE DIV. 5, RECORDED IN VOLUME 14 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#201501210020.; Situate in Skagit County, State of Washington.

DRAINAGE EASEMENT

The undersigned, **Michael J. McDaniel and Amanda G. McDaniel**, a married couple, ("**Grantors**" herein), for and in consideration of mutual benefits, hereby conveys and warrants to **Skagit County**, a Political Subdivision of the State of Washington, ("**Grantee**" herein), and Grantee's successors, a permanent, perpetual, non-exclusive

Drainage Easement for storm water discharge, drainage lines, drainage structures, culverts, 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 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 (including, but not limited to, mowing and vegetation management), 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 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, 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 area via and through the Grantors' Property, 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 Grantors. A legal description of the Grantor's 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 or damages 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 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 determined to be necessary or appropriate by Grantee, the Grantee shall have the right to (but shall not be required to) enter upon the Grantors' Property, within the Easement area (as described and depicted in **Exhibits "A" and "B"**), to install, lay, construct, maintain, 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, on or near the Easement area 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 area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement area, 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 and 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 Grantors' Property and shall be binding upon Grantee and Grantors and their respective successors, heirs and assigns. Grantors warrant that Grantor has good title to the Grantors' 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.

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.

GRANTORS:

DATED this April day of 8, 2016.

Michael J. McDaniel
Michael J. McDaniel

DATED this 20 day of April, 2016.

Amanda G. McDaniel
Amanda G. McDaniel

STATE OF WASHINGTON

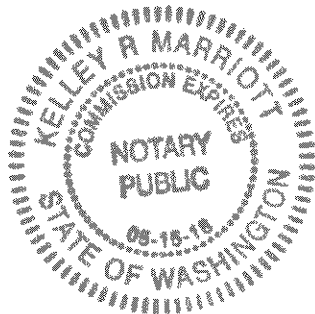
COUNTY OF SKAGIT

ss.

I certify that I know or have satisfactory evidence that Michael J. McDaniel and Amanda G. McDaniel, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 20th day of April, 2016.

(SEAL)



Kelley R. Marriott
Notary Public

Print name: Kelley R. Marriott

Residing at: Mount Vernon

My appointment expires: 05-15-18

DATED this 10 day of April, 2017.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Sinda Hanna

Clerk of the Board

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

Recommended:

[Signature]

Department Head

County Administrator

Approved as to form:

[Signature] 4/28/17
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]

Risk Manager

Approved as to budget:

[Signature]

Budget & Finance Director

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 11 2017

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

EXHIBIT "A"

LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AREA

EASEMENT DESCRIPTION

An Easement for Storm Sewer varying in width, over, across, under and through that portion of the above described tract of land, hereafter referred to as Parcel A, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel A;

Thence N 89°35'41" E (N 89°36'18" E-Deed and Plat) along the North line of said Parcel A, being also along the South line of Lot 2, Plat of Skyridge Div. No. V, according to the plat thereof recorded in Volume 14 of Plats, page 9, records of Skagit County, Washington, a distance of 117.16 feet;

Thence S 70°24'28" W, a distance of 45.64 feet to a point which lies 15.00 feet Southerly, when measured at right angles to, the North line of said Parcel A;

Thence S 89°35'41" W along a line parallel to and 15.00 feet Southerly of said North line, a distance of 58.98 feet to a point lying 15.00 feet Easterly of, when measured at right angles to, the West line of said Parcel A;

Thence S 0°12'36" W along a line parallel to and 15.00 feet Easterly of said West line, a distance of 8.50 feet to a point approximately 1.3 feet Northerly of the North wall to an existing shop building;

Thence S 89°35'41" W along a line at right angles to the aforesaid line, a distance of 7.00 feet to a point lying 8.00 feet Easterly of, when measured at right angles to, the West line of said Parcel A, and which point falls approximately 1.8 feet Westerly of the Northwest corner to said shop building;

Thence S 0°22'16" W along a line parallel to and 8.00 feet East of the West line of said Parcel A, a distance of 68.50 feet to a point approximately 4.1 feet West and 1.0 foot South of Southwest corner to said shop building;

Thence N 89°35'41" E, along a line at right angles to the aforesaid line, a distance of 7.00 feet to a point lying 15.00 feet Easterly of, when measured at right angles to, the West line of said Parcel A;

Thence S 0°22'16" W along a line parallel to and 15.00 feet Easterly of the West line of said Parcel A, a distance of 305.28 feet, more or less, to the point of intersection with the Easterly projection of the South line of Lot B of Skagit County Short Plat No., 96-004, by that instrument recorded March 13, 1996 in Volume 12 of Short Plats at page 81, under Auditor's File No. 9603130074;

Thence S 89°08'39" W along said Easterly projection of the South line of said Lot B of Skagit County Short Plat No. 96-004, a distance of 15.30 feet, more or less, to the Southeast corner of said Lot B of Skagit County Short Plat No. 96-004 and the West line of said Parcel A;

Thence N 0°19'40" W along the West line of said Parcel A, a distance of 397.40 feet, more or less, to the Point of Beginning.

TOGETHER WITH:

A 15 foot wide Easement for Storm Sewer, over, across, under and through that portion of Tract A, Plat of Skyridge Div. No. V, according to the plat thereof recorded in Volume 14 of Plats, page 9, records of Skagit County, Washington, being a portion of the West Half (W ½) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 33, Township 34 North, Range 4 East W.M., more particularly described as follows:

Commencing at the Southwest corner of said Tract A;

Thence N 0°24'19" W (N 0°23'42" W-Plat) along the West line of said Tract A, being also along the East line of Lot 2 of said Plat of Skyridge Div. No. V, a distance of 6.21 feet to the point of intersection with the Southerly line of this 15 foot wide storm sewer easement and the True Point of Beginning of this easement description;

Thence N 70°24'28" E, along the Southerly line of said easement, a distance of 35.84 feet, more or less, to a point on the West edge of a paved driveway;

Thence N 0°24'19" W along the approximate West edge of said pavement, a distance of 15.88 feet to the point of intersection with the Northerly line of said 15 foot wide easement;

Thence S 70°24'28" W, along the Northerly line of said easement, a distance of 35.84 feet to the point of intersection with the West line of said Tract A, and which point bears N 0°24'19" W, a distance of 22.09 feet, from the Southwest corner of said Tract A;

Thence S 0°24'19" E along the West line of said Tract A, a distance of 15.88 feet, more or less, to the True Point of Beginning.

Situate in the County of Skagit, State of Washington.

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

EXHIBIT "B"

DRAINAGE EASEMENT AREA DEPICTION

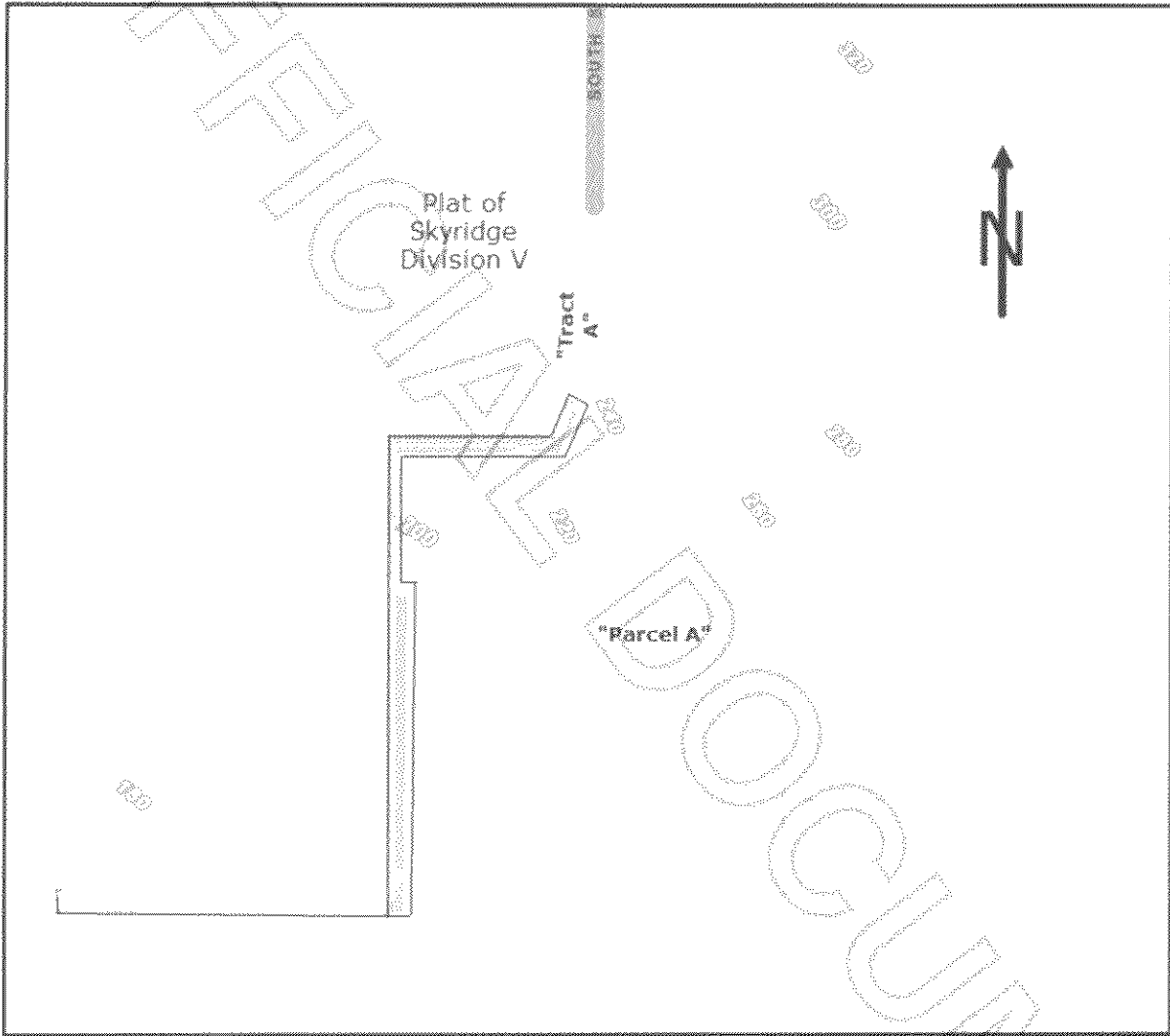


EXHIBIT "C"

Legal Description of Grantors' Property

TO BE OBTAINED FROM DEED AND INCLUDED HERE.

PARCEL "A"

That portion of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 34 North, Range 4 East, W.M., lying Southerly of the following described line:

Beginning at the Southwest corner of Lot 2, "PLAT OF SKYRIDGE DIV. NO. V", as per plat recorded in Volume 14 of Plats, page 9, records of Skagit County, Washington;
Thence North $89^{\circ}36'18''$ East along the South line of said Skyridge V and Easterly extension thereof to the East line of said West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the terminus of this line description.

Situate in the County of Skagit, State of Washington.

PARCEL "B"

Tract A, "PLAT OF SKYRIDGE DIV. NO. V", as per plat recorded in Volume 14 of Plats, page 9, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.