



201804020052

Recording Requested By And
When Recorded Mail To:

Skagit County Public Works
Attn: Torey Nelson
1800 Continental Place
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

easement
APR - 2 2018

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

Skagit County Auditor \$84.00
4/2/2018 Page 1 of 11 11:33AM

DOCUMENT TITLE: **Drainage and Slope Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Jacqueline R. Stegner**, Surviving Settlor, Stegner Family Trust,
dated December 20, 1995.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P47361** (XrefID: 360235-0-009-0006)

ABBREVIATED LEGAL DESCRIPTION: (7.8000 ac) W 429 FT OF 614.5 FT OF LT 3 LESS
RD & TAX 10 & 14 TRANS AF844943. Situate in Skagit County, State of Washington.

DRAINAGE AND SLOPE EASEMENT

The undersigned, **Jacqueline R. Stegner**, Surviving Settlor, Stegner Family Trust, dated December 20, 1995, ("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 Drainage and Slope Easement for storm water discharge and road slope stabilization construction including drainage lines, drainage structures, stabilization and retaining structures, road slope maintenance and preservation, vegetation management, and other potential infrastructure ("Easement") as 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 installing, constructing, maintaining, mowing, planting, inspecting, repairing, removing, replacing, and operating drainage infrastructure and road slope stabilization/retaining structures including, but not limited to, soil nails and/or other structures (herein "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 or construct any specific facilities at (or within the vicinity of) Grantor's Property pursuant to the terms of this Easement. Any work shall be performed at the risk of the Grantee. In the event that Grantee constructs any facilities within the Easement area, then Grantee shall reasonably operate, maintain, and/or repair such facilities, or Grantee may instead coordinate with Grantor to remove any such facilities within the Easement area at Grantor's property. 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 to the Easement area resulting from this Easement, and Grantor releases and holds harmless Grantee from any drainage impact to the Easement area resulting from and/or related to 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 Grantors' Property, within the Easement area (as described and depicted in **Exhibit "A"** & **Exhibit "B"**), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the facilities (specifically including, but not limited to, any road slopes that may extend onto Grantor's Property within the Easement area). Grantee shall only construct facilities within the Easement area that are consistent with those described per the terms of this Easement (above), and as shown and depicted in **Exhibit "D"** (attached hereto and incorporated by reference), unless otherwise previously approved in writing by Grantor. If Grantee removes any trees from the Easement area, the Grantee shall attempt to leave the stump(s) and roots of the removed trees in place to the extent that this may be reasonably possible and not interfere with Grantee's facilities within the Easement area.

2.1 To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee, its agents, employees, and/or contractors, relating to the use, construction, maintenance, operation or repair of the Grantee's facilities located within the Easement area, except to the extent attributable to the acts or omissions of Grantor, or Grantor's agents or invitees.

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 facilities or endanger the lateral, subjacent, and/or other support of the facilities (specifically including, but not limited to, road slopes). 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, 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 maintenance and use of the Easement area or the facilities (specifically including, but not limited to, road slopes). Grantor shall have the right to cut, top, limb and/or remove trees and other vegetation in the Easement area, so long as such activities by Grantor do not unreasonably interfere with, damage, and/or impair Grantee's facilities within the Easement area. Grantor shall have the right to include the area of the Easement area in any calculation of the total area of Grantor's property utilized for determining a short plat, short card, long card, long plat or other subdivision of Grantor's Property.

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 Grantor and their respective successors, heirs and

assigns. Grantors warrant that Grantors have good title to the Grantors' Property and 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. 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 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.

GRANTOR:

Jacqueline R. Stegner, Surviving Settlor, Stegner Family Trust, dated December 20, 1995.

DATED this 12th day of March, 2018.

Jacqueline R. Stegner
Jacqueline R. Stegner

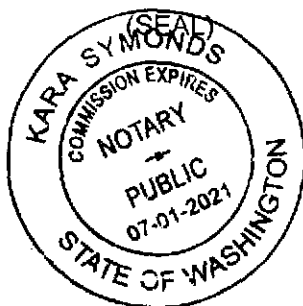
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **Jacqueline R. Stegner**, Surviving Settlor, Stegner Family Trust, dated December 20, 1995, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she executed the forgoing instrument as her duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 12th day of March, 2018.



Kara Symonds
Notary Public
Print name: Kara Symonds
Residing at: Skagit County
My appointment expires: 07-01-2021

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

ABSENT

Kenneth A. Dahlstedt, Chair


Lisa Janicki, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:

Amber Epps
Clerk of the Board

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

Recommended

Department Head

County Administrator

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] (3-23-18)
Risk Manager

Approved as to budget:

Lrista Gagne
Budget & Finance Director

STATE OF WASHINGTON

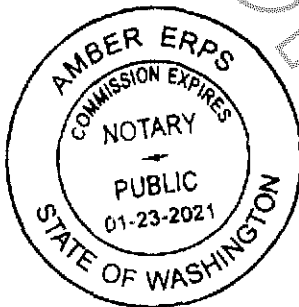
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Kenneth A. Dahlstedt, Lisa Janicki, and/or Ron Wesen 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 24 day of March, 2018.

(SEAL)



Amber Erps
Notary Public
Print Name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01/23/2021

EXHIBIT "A"
LEGAL DESCRIPTION FOR DRAINAGE AND SLOPE EASEMENT AREA
Assessor's Parcel Number **P47361**

An easement for drainage and slope purposes together with any and all appurtenances including the right of ingress and egress for construction and maintenance purposes, over, under and across a portion of Government Lot 3, Section 35, Township 36 North, Range 2 East, W.M., within a portion of that certain parcel owned by the grantor and described on Grant Deed to John J. Stegner and Jacqueline R. Stegner, Co-Trustees of the Stegner Family Trust dated December 20, 1995 and recorded under Skagit County Auditor's File No. 9603180049 as described on attached Exhibit "C", said easement being more particularly described as follows:

Commencing at the Northeast corner of said Government Lot 3;
thence South $1^{\circ}21'10''$ West along the East line of said Government Lot 3 for a distance of 987.83 feet, to the centerline of Samish Island Road;
thence North $70^{\circ}45'19''$ West along the centerline of said Samish Island Road for a distance of 296.00 feet to a point of curvature;
thence South $19^{\circ}14'41''$ West along a line radial to the center of said curve for a distance of 20.00 feet to the Southerly margin of said Samish Island Road and being the POINT OF BEGINNING;
thence along said Southerly margin on a curve to the left, concave to the Southwest, having an initial tangent bearing of North $70^{\circ}45'19''$ West, a radius of 539.75 feet, through a central angle of $12^{\circ}23'46''$, an arc distance of 116.78 feet, more or less, to the Westerly line of said Stegner Family Trust parcel;
thence South $0^{\circ}12'14''$ West along said Westerly line for a distance of 20.14 feet;
thence South $80^{\circ}46'04''$ East for a distance of 38.57 feet;
thence South $30^{\circ}41'47''$ West for a distance of 30.00 feet;
thence South $4^{\circ}41'35''$ West for a distance of 140 feet, more or less, to the line of ordinary high tide (referred to as both the meander line of mean high tide and the shoreline of Padilla Bay on said Stegner parcel description);
thence in an Easterly direction along said line of ordinary high tide for a distance of 30.00 feet;
thence North $4^{\circ}42'50''$ East for a distance of 114 feet, more or less, to a point that is 73.35 feet (as measured radially to the center of the curve) from the Southwesterly margin of said Samish Island Road;
thence South $70^{\circ}29'20''$ East for a distance of 40.88 feet, more or less, to a point bearing South $19^{\circ}14'41''$ West from the POINT OF BEGINNING;
thence North $19^{\circ}14'41''$ East for a distance of 75.34 feet, more or less, to the POINT OF BEGINNING.

All lying northerly of the Ordinary High Tide Line within Government Lot 3, Section 35, Township 36 North, Range 2 East, W.M.,

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

EXHIBIT "B"
DRAINAGE AND SLOPE EASEMENT AREA (P47361)

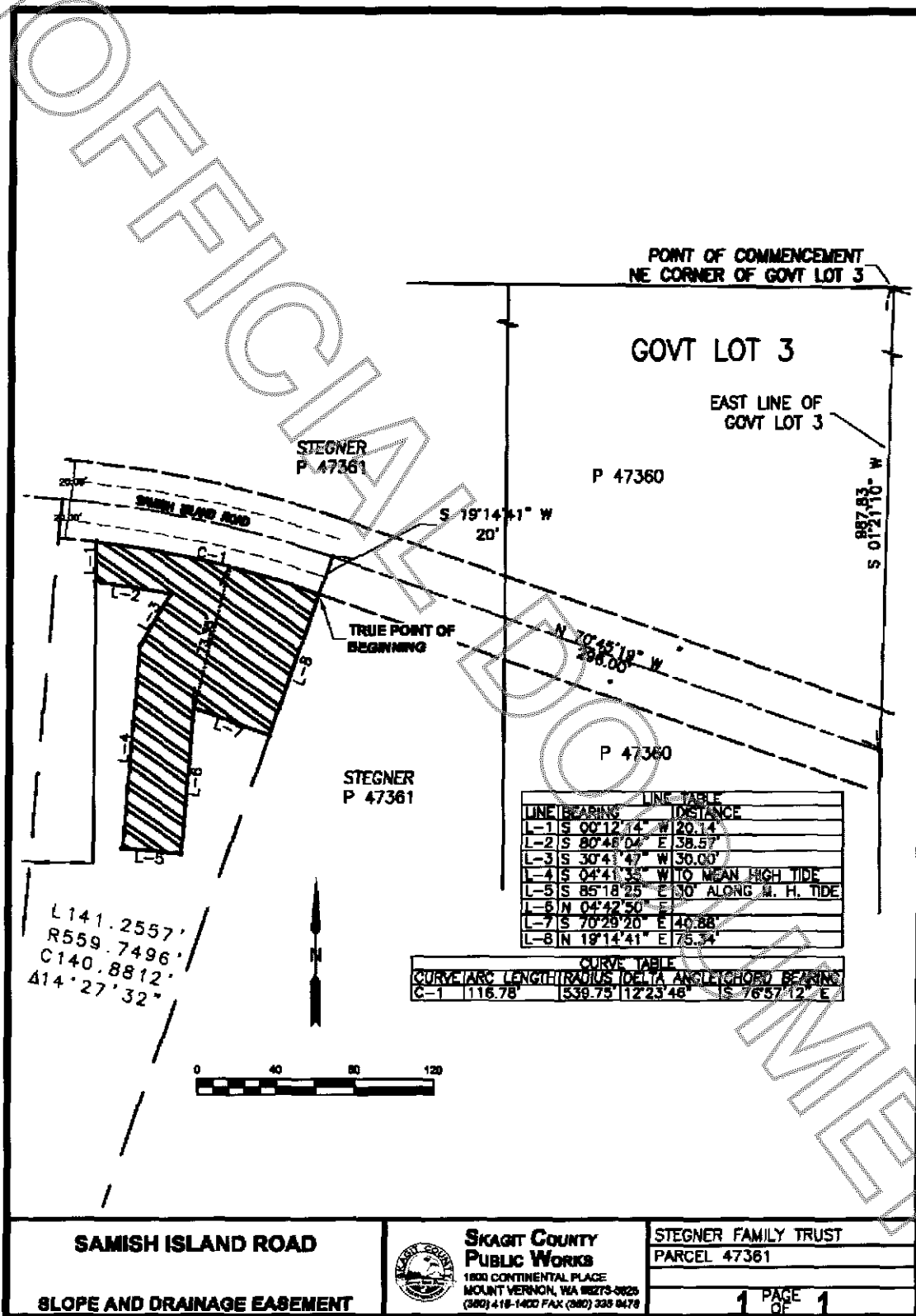


EXHIBIT "C"

LEGAL DESCRIPTION FOR GRANTOR'S PROPERTY

Assessor's Parcel Number **P47361**

PARCEL "A"

The West 6 acres of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 36 North, Range 2 East W.M., EXCEPT Road.

PARCEL "B"

That portion of Government Lot 3 in Section 35, Township 36 North, Range 2 East W.M., described as follows:

Commencing at a point 42 rods and 6 feet (699 feet) East of the Northwest corner of said Government Lot 3; thence East 13 rods (214.5 feet); thence South 64 rods (1056 feet), more or less, to the shore line of Padilla Bay; thence West 13 rods, more or less, to a point due South of the point of beginning; thence North to the point of beginning, EXCEPT Road right of way and EXCEPT the following described tract:

Beginning at a point on the North line of said Government Lot 3, 42 rods and 6 feet (699 feet) East of the Northwest corner thereof; thence South $0^{\circ}13'55''$ West 440.00 feet to the true point of beginning of this description; thence South $89^{\circ}44'30''$ East parallel to the North line of said Government Lot 3, 120.0 feet; thence South $0^{\circ}13'55''$ West to the South line of the County Road; thence East along the South line of said County Road to the East line of the West 913.5 feet of said Government Lot 3; thence South along said East line to the meander line of mean high tide; thence Westerly along said line of mean high tide to a point South $0^{\circ}13'55''$ West of the true point of beginning; thence North $0^{\circ}13'55''$ East to the true point of beginning.

PARCEL "C"

That portion of Government Lot 3 in Section 35, Township 36 North, Range 2 East W.M., described as follows:

Commencing at a point 55 rods and 6 inches (908 feet) East from the Northwest corner of said Government Lot 3; thence East 13 rods; thence South 64 rods, more or less, to the shore line of Padilla Bay; thence West 13 rods; thence North 64 rods to the point of beginning; EXCEPT Road right of way and EXCEPT that portion thereof lying within the boundaries of Parcel "B" herein.

Situate in the County of Skagit, State of Washington.

EXHIBIT "D" CONSTRUCTION PLAN & PROFILE SHEETS (P47361)

