



201902140005

02/14/2019 09:17 AM Pages: 1 of 8 Fees: \$106.00
Skagit County Auditor

Recording Requested By And
When Recorded Mail To:

Town of Lyman
Attn: Mr. Eddie Hills, Mayor
P.O. Box 1248
Lyman, Washington 98263

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20190214
FEB 14 2019

Amount Paid \$26.67
Skagit Co. Treasurer
By *MH* Deputy

DOCUMENT TITLE: **Slope and Drainage Easement**

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Donald Kaaland and Wonona Kaaland, husband and wife.**

GRANTEE(S): **Town of Lyman, a Washington municipal corporation.**

ASSESSOR'S TAX / PARCEL NUMBER(S): **P41550 (XrefID: 350617-2-001-0009)**

ABBREVIATED LEGAL DESCRIPTION: (9.9300 ac) THAT PORTION OF THE NE1/4 OF THE NW1/4 OF SEC 17, TWP 35, RNG 6, THAT LIES NORTH OF THE SOUTH LINE OF THE PUGET SOUND & BAKER RIVER RAILWAY RIGHT OF WAY; EXCEPT RIGHT OF WAY FOR THE COUNTY ROAD KNOW AS THE 'MAC PREVEDELL ROAD'. Situate in Skagit County, State of Washington.

SLOPE AND DRAINAGE EASEMENT

The undersigned, **Donald Kaaland and Wonona Kaaland**, husband and wife ("Grantors" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to the **Town of Lyman**, a Washington municipal corporation ("Grantee" herein), and Grantee's employees, agents, contractor(s) and/or successors, a permanent, perpetual, non-exclusive Slope and Drainage Easement for road slope stabilization and storm water discharge construction including stabilization and retaining structures, road slope maintenance and preservation, drainage lines, drainage structures, vegetation management, and other potential infrastructure ("Easement") as 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 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 Grantors specifically recognize and agree that Grantee is in no way obligated whatsoever to make or construct any specific facilities at (or within the vicinity of) Grantors' 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 within the Easement area at Grantors' property. A legal description for the Grantors' Property is attached hereto as **Exhibit "C"**, and is hereby incorporated by reference.

2. Construction Activity within Easement. Without notice and at all times as may be necessary, the Grantee (and/or Grantee's agents, employees, and contractors) 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" & "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 and/or drainage infrastructure that may extend onto Grantors' Property within the Easement area).

2.1 To the extent permitted by law, Grantee shall indemnify and hold Grantors 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 Grantors, or Grantors' agents or invitees.

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 facilities or endanger the lateral, subjacent, and/or other support of the facilities (specifically including, but not limited to, road slopes). Grantors 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 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 facilities (specifically including, but not limited to, road slopes). Grantors 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 Grantors do not unreasonably interfere with, damage, and/or impair Grantee's facilities within the Easement area.

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 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. Recording. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTORS:

Donald Kaaland and Wonona Kaaland, husband and wife.

DATED this _____ day of _____, 2019.



Donald Kaaland



DATED this 1 day of FEB, 2019.

KM See 3B - See Page 4

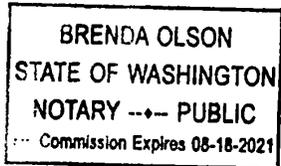
Wonona Kaaland

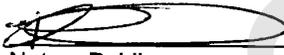
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Donald Kaaland and Wonona Kaaland**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, 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 1 day of February, 2019.

(SEAL)





Notary Public
Print name: Brenda Olson
Residing at: Mount Vernon
My appointment expires: 8-18-2021

6. Recording. Upon execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTORS:

Donald Kaaland and Wonona Kaaland, husband and wife.

DATED this _____ day of _____, 2019.

Donald Kaaland

DATED this 5th day of February, 2019.

[Signature]

Wonona Kaaland

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Donald Kaaland and Wonona Kaaland**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, 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 5 day of February, 2019.

(SEAL)

[Signature]

Notary Public
Print name: Kelley R. Marriott
Residing at: Mount Vernon
My appointment expires: 6/15/2023



GRANTEE:

Town of Lyman, a Washington municipal corporation.

By: [Signature]
Eddie Hills, Mayor
Date: 2/6/19, 2019

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Eddie Hills is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that they were duly authorized to execute the instrument and acknowledged it as Mayor of the Town of Lyman, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 6 day of February, 2019.

(SEAL)



[Signature]
Notary Public
Print Name: Debora E Boyd
Residing at: Lyman
My appointment expires: 4/23/23

EXHIBIT "A"
LEGAL DESCRIPTION SLOPE AND DRAINAGE EASEMENT AREA
Assessor's Parcel Number P41550

An easement for slope and drainage purposes, located in Section 17, T35N, R6E, W.M., Commencing at the Northeast Corner of the Northwest ¼ of Section 17, T35N, R6E, W.M., Thence, S 2° 05' 39" W, a distance of 343.95 feet to the intersection of the South line of an Abandoned Railroad Right of Way, Thence, Westerly along a curve to the right of said Railroad Right of Way, having a radius of 1,067.14 Feet and a length of 22.84 feet, with a chord bearing of S 86° 36' 12" W, to a point on the centerline of the Prevedal Rd Right of Way as referenced on a Survey recorded at the Skagit County Auditor's Office under Auditor File No. 9207230132 and Volume 13 of Surveys, Page 36. Thence, N 0° 09' 40" W a distance of 21.31 along said centerline of the Prevedal Rd Right of Way, to the beginning of a curve to the left, with a radius of 151.78 feet, through a central angle of 52° 28' 53", an arc length of 139.03, to a point of compound curvature to the left, Thence, along a curve to the left with a radius of 334.56 feet, through a central angle of 28° 49' 24", an arc length of 168.30 feet, Thence, N 81° 27' 58" W, a distance of 110.92 feet to the beginning of a curve to the right with a radius of 300.00 feet. Through a central angle of 12° 22' 07", an arc length of 64.76 feet, Thence, N 69° 05' 51" W a distance of 1.51 feet to a point on the Centerline of the Prevedal Rd Right of Way, Thence, S 6° 31' 56" W, a distance of 15.48 feet to the southerly margin of the Prevedal Rd Right of Way and the **TRUE POINT OF BEGINNING:** Thence along a compound curve turning to the right with an arc length of 2.34', with a radius of 315.00', with a chord bearing of N 69°18'36" W, with a chord length of 2.34' Thence N 69°05'51" W a distance of 62.17'; Thence along a curve turning to the right with an arc length of 10.99', with a radius of 470.00', with a chord bearing of N 68°25'39" W, with a chord length of 10.99' Thence S 22°14'34" W a distance of 10.00'; Thence along a curve turning to the left with an arc length of 11.23', with a radius of 480.00', with a chord bearing of S 68°25'39" E, with a chord length of 11.23' Thence S 69°05'51" E a distance of 61.91'; Thence S 06°31'56" W a distance of 88.99'; Thence N 83°28'04" W a distance of 10.00'; Thence S 06°31'56" W a distance of 20.00'; Thence S 83°28'04" E a distance of 30.00'; Thence N 06°31'56" E a distance of 20.00'; Thence N 83°28'04" W a distance of 10.00'; Thence N 06°31'56" E a distance of 86.59'; Thence along a curve turning to the left with an arc length of 57.85', with a radius of 325.00', with a chord bearing of S 75°57'49" E, with a chord length of 57.77', Thence N 08°32'02" E a distance of 10.00'; Thence along a curve turning to the right with an arc length of 63.38', with a radius of 315.00', with a chord bearing of N 75°17'10" W, with a chord length of 63.27' to the Point of Beginning and the terminus of this description.
 Having an area of 2,878.49 square feet, 0.066 acres

EXHIBIT "C"

LEGAL DESCRIPTION FOR GRANTORS' PROPERTY

Assessor's Parcel Number P41550

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

PARCEL "A":

THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., THAT LIES NORTH OF THE PUGET SOUND AND BAKER RIVER RAILWAY RIGHT-OF-WAY; EXCEPT RIGHT-OF-WAY FOR THE COUNTY ROAD KNOWN AS "MAX PREVEDELL ROAD".

PARCEL "B":

THE ABANDONED PUGET SOUND AND BAKER RIVER RAILROAD RIGHT-OF-WAY ACROSS THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M..

Situate in Skagit County, State of Washington.