


FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Tartan Properties, LLC  
1030 E. College Way  
Mount Vernon, WA 98273

  
**201904240073**  
04/24/2019 04:00 PM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 24 2019

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

### DRAINAGE EASEMENT

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Grantor (s): TARTAN PROPERTIES, LLC, a Washington limited liability company  
Grantee (s): TARTAN PROPERTIES, LLC, a Washington limited liability company  
Abbreviated Legal: Lots 2 and 3, Spring Breeze  
Additional Legal on page(s): 1  
Assessor's Tax Parcel Nos.: P134388 / 6056-000-002-0000; P134389 / 6056-000-003-0000

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THIS AGREEMENT is made and entered into effective as of the 8<sup>th</sup> day of April, 2019, by TARTAN PROPERTIES, LLC, a Washington limited liability company, (hereinafter "Grantor") and TARTAN PROPERTIES, LLC, a Washington limited liability company, (hereinafter "Grantee").

WHEREAS, GRANTOR is the owner of the following described real property located in Skagit County, Washington:

Lot 3, "PLAT OF SPRING BREEZE", recorded on September 5, 2018, under Skagit County Auditor's File No. 201809050030, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTEE is the owner of the following described real property located in Skagit County, Washington:

Lot 2, "PLAT OF SPRING BREEZE", recorded on September 5, 2018, under Skagit County Auditor's File No. 201809050030, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

### **GRANTOR'S GRANT OF EASEMENT**

NOW THEREFORE, THE UNDERSIGNED GRANTOR, TARTAN PROPERTIES, LLC, a Washington limited liability company, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, conveys and quit claims to GRANTEE, TARTAN PROPERTIES, LLC, a Washington limited liability company, including any after acquired title, the following described easement:

### **DESCRIPTION OF EASEMENT**

A perpetual, non-exclusive easement for the purpose of constructing, maintaining and repairing a drainage ditch (the "Easement"), for the purpose of conveyance of water from Grantee's property to Bayview-Edison Road, which Easement is over and across the easement area (the "Easement Area") described as:

A ten (10) foot wide strip, the center line of which ten (10) foot strip is described as follows:

Commencing at a point on the west line of Lot 3, "PLAT OF SPRING BREEZE", which point is thirty (30) feet north of the southwest corner of Lot 3, "PLAT OF SPRING BREEZE";

Thence easterly to a point that is ten (10) feet north of the west end of that portion of the south line of Lot 3, "PLAT OF SPRING BREEZE", designated as line segment "L2", as shown on sheet 4 of 4 of the "PLAT OF SPRING BREEZE";

Thence easterly to a point that is five (5) feet north of the east end of that portion of the south line of Lot 3, "PLAT OF SPRING BREEZE", designated as line segment "L2", as shown on sheet 4 of 4 of the "PLAT OF SPRING BREEZE";

Thence easterly to a point that is twenty (20) feet north of the point of intersection of the south line of Lot 3, "PLAT OF SPRING BREEZE", and the west line of the private road, "Bayside Terrace", as shown on sheet 4 of 4 of the "PLAT OF SPRING BREEZE";

Thence easterly to the point on the west line of the private road, Bayside Terrace, as shown on sheet 4 of 4 of the "PLAT OF SPRING BREEZE" adjacent to the opening of the culvert that conveys water across the private road, "Bayside Terrace".

Grantee shall also have the exclusive right to cut, trim, plant and remove vegetation on that portion of Lot 3, "PLAT OF SPRING BREEZE", which is located south of the Easement Area.

## GENERAL PROVISIONS

### Miscellaneous

The benefits, burdens, and covenants of the Easement granted herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Grantor's property, the Grantee's property, the Grantor and the Grantee, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, and their respective heirs, successors or assigns.

Grantee, hereby agrees to indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of the Easement Area by Grantee and/or Grantee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantee.

In the event that the Grantee and/or Grantee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Easement Area arises out of or is in any way related to Grantee, cause identifiable damage to the Grantor's personal or real property, the Easement Area, and/or any improvements thereon, then the Grantee shall, as soon as is reasonably possible, immediately restore the Grantor's personal and real property, the Easement Area and all improvements thereon to as good or better condition as existed prior to the damage.

Grantor shall have no obligation to maintain the Easement Area or any improvements thereon. Grantee shall maintain the Easement Area and all improvements thereon as is reasonably necessary to present an attractive appearance and to prevent the discharge of dust, noise, fumes or any other unpleasant noise, discharge and/or emission.

This Agreement shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof. Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties.

Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement 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 Agreement.

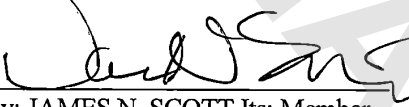
If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.


The parties hereto hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

GRANTOR

TARTAN PROPERTIES, LLC, a Washington limited liability company

  
By: JAMES N. SCOTT Its: Member

  
By: JOSHUA J. SCOTT Its: Member

GRANTEE

TARTAN PROPERTIES, LLC, a Washington limited liability company

  
By: JAMES N. SCOTT Its: Member

  
By: JOSHUA J. SCOTT Its: Member

State of Washington )  
 ) ss  
County of Skagit )

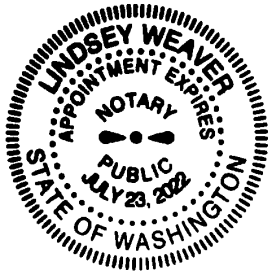
I certify that I know or have satisfactory evidence that JAMES N. SCOTT is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of TARTAN PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 04-19-2019  
Lindsey Weaver  
(Signature)  
NOTARY PUBLIC  
Lindsey Weaver  
Print Name of Notary  
My appointment expires: 07-23-2022

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JOSHUA J. SCOTT is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of TARTAN PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 04-19-2019  
Lindsey Weaver  
(Signature)  
NOTARY PUBLIC  
Lindsey Weaver  
Print Name of Notary  
My appointment expires: 07-23-2022