

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

201904240074

04/24/2019 04:00 PM Pages: 1 of 6 Fees: \$104.00  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 24 2019

Amount Paid \$  
Skagit Co. Treasurer  
By *man* 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  
MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife  
Abbreviated Legal: Lots 1, 4, and 5, Spring Breeze  
Additional Legal on page(s): 1  
Assessor's Tax Parcel Nos.: P134390 / 6056-000-004-0000;  
P134387 / 6056-000-001-0000; P134391 / 6056-000-005-0000

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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, and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife (hereinafter "Grantee").

WHEREAS, GRANTOR TARTAN PROPERTIES, LLC, a Washington limited liability company, is the owner of the following described real property located in Skagit County, Washington:

Lot 1, "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 TARTAN PROPERTIES, LLC, a Washington limited liability company is the owner of the following described real property located in Skagit County, Washington:

Lot 4, "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, GRANTEES MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife, are the owners of the following described real property located in Skagit County, Washington:

Lot 5, "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 GRANTEES, TARTAN PROPERTIES, LLC, a Washington limited liability company, and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife, 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 Grantees' 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 east line of which ten (10) foot strip is the east line of Lot 1, "PLAT OF SPRING BREEZE", and the west line of which is a line parallel to and ten (10) feet west of the east line of Lot 1, "PLAT OF SPRING BREEZE", and which ten (10) foot strip is bordered on the north by the south line of Lot 4, "PLAT OF SPRING BREEZE", and which ten (10) foot strip is bordered on the south by Bayview-Edison Road.

### **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 Grantees' property, the Grantor and the Grantees, 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.

Drainage Easement -- Lots 1, 4 & 5

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Each 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 reasonable 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 the Grantee and/or the Grantee's contractors, employees and agents.

In the event that a Grantee and/or Grantee's contractors, employees and agents, cause identifiable damage to the Grantor's personal or real property, the Easement Area, and/or any improvements thereon, then such Grantee shall, as soon as is reasonably possible, 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 maintain the ditch located within the Easement Area in order to maintain the free flow of water from Lot 4 through the ditch to the ditch located adjacent to and parallel with Bayview-Edison Road. Grantees shall have the right to maintain the ditch within the Easement Area as is reasonably necessary to maintain the free flow of water from Lot 4 through the ditch to the ditch located adjacent to and parallel with Bayview-Edison Road and to present an attractive appearance and to prevent the discharge of dust, noise, fumes or any other unpleasant noise, discharge and/or emission.

The costs of maintaining the ditch shall be equally shared by the Grantor and the Grantees. However, a Grantee shall not be required to contribute toward the cost of maintaining the ditch if the Grantee does not channel or direct water from the Grantee's lot to the ditch. In no event shall a Grantee's obligation to contribute towards the cost of maintaining the ditch exceed \$100 in any two year period.

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.

Any dispute concerning this Agreement shall be resolved by mediation, and if mediation is

unsuccessful, then by binding arbitration pursuant to RCW 7.04A. 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, provided that the award and amount of such costs and/or fees shall be at the discretion of the arbitrator. Attorneys' fees and costs and expenses, as provided above, shall include 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, but only in connection with enforcement or interpretation of the preceding paragraph.

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

GRANTEE

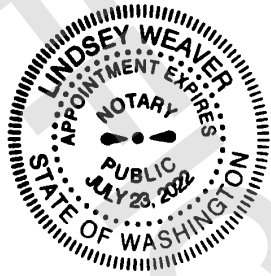
  
MATTHEW J. O'BRYAN

  
MEGAN S. O'BRYAN



State of Washington )  
 ) ss  
County of Skagit )

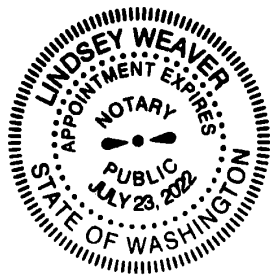
I certify that I know or have satisfactory evidence that MATTHEW J. O'BRYAN is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 04-24-2019  
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 MEGAN S. O'BRYAN is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 04-24-2019  
Lindsey Weaver  
(Signature)  
NOTARY PUBLIC  
Lindsey Weaver  
Print Name of Notary  
My appointment expires: 07-23-2022