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06/28/2024 11:04 AM Pages: 1 of 8 Fees: \$310.50  
Skagit County Auditor

After recording return document to:

City of Sedro-Woolley  
325 Metcalf Street  
Sedro-Woolley, WA 98284

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Dena Thompson  
DATE 6.28.24

**STORMWATER EASEMENT AGREEMENT**

Grantor: Sedro-Woolley School District,  
a Washington municipal corporation

Grantee: City of Sedro-Woolley, a Washington municipality

Abbreviated Legal Description: E 660ft of NE ¼ of SW ¼, Sec 23, T35N, R4E;  
W ½ of W ½ of NW ¼ of SE ¼, Sec 23, T35N, R4E

Assessor's Tax Parcel Nos.: P37341; P37303

**THIS STORMWATER EASEMENT AGREEMENT ("Agreement")** is entered into by and between the SEDRO-WOOLLEY SCHOOL DISTRICT, a Washington municipal corporation, ("**Grantor**" or "**SWSD**") and the CITY OF SEDRO-WOOLLEY, a Washington municipality, ("**Grantee**" or the "**City**") (collectively the "**Parties**").

**RECITALS**

**WHEREAS**, Grantor is the owner of adjacent parcels of certain real property located in Skagit County, Washington, legally described in Exhibit A (the "**Burdened Property**"); and

**WHEREAS**, Grantee has installed and maintains a stormwater drainage line and stormwater pond located on a portion of the Burdened Property ("**Infrastructure**").

**WHEREAS** there is currently no existing easement or agreement between the Parties regarding the Infrastructure, and the Parties have agreed to establish the necessary easement and maintenance agreement.

**WHEREAS**, Grantor wishes to grant for the benefit of Grantee a perpetual, nonexclusive stormwater easement on, across, under and within those portions of the Burdened Property legally described in Exhibit B and shown in the sketch attached as Exhibit C ("**Easement Area**") for inspection, operation, maintenance, repair, and replacement of the existing Infrastructure; and

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **TERMS AND CONDITIONS**

1. **Recitals.** The above recitals are a part of this Agreement, and the Parties represent and warrant that they are true and correct.

2. **Grant of Easement.** Grantor hereby grants to the Grantee a perpetual, non-exclusive easement on, across, under and within the Easement Area for inspection, operation, maintenance, repair, and replacement of the Infrastructure, together with the right of ingress and egress across the Burdened Property as necessary to access the Infrastructure and Easement Area.

3. **Grantor's Continued Use of the Easement Area.** Grantor may continue to use the surface of the Easement Area where the drainage lines are located provided such use does not interfere with the Grantee's rights contained in this Agreement. Grantor shall not place any structures or trees in the Easement Area. Any landscaping in the Easement Area shall be of such a character as to permit ready removal and replacement when maintenance or excavation is required.

4. **Grantee's Responsibilities.** The Grantee shall be solely responsible for the operation, maintenance, repair, and replacement of the Infrastructure located within the Easement Area. On each occasion that the Grantee performs work within the Easement Area, the Grantee shall, at its own expense and to the extent reasonably practicable, restore the surface of the Easement Area to the same condition that existed prior to such work. With the exception of emergency repairs, Grantee shall give Grantor advance notice of any work that Grantee must perform in the Easement Area.

5. **Ownership of Stormwater Line and Appurtenances.** The Infrastructure

constructed within the Easement Area by the Grantee or its contractors pursuant to this Agreement shall remain the property of the Grantee.

6. **Running Covenants.** This Agreement and the Easement granted herein shall be deemed a covenant running with the land and shall be binding upon and inure to the benefit of the City, the public, and their successors and assigns.

7. **No Termination Upon Breach.** No breach of this Agreement shall entitle either Party to cancel, rescind or otherwise terminate this Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Agreement.

8. **Notices.** Any notices required under this Agreement shall be in writing and shall be provided by certified mail or personal delivery to the Parties at the following addresses:

To Grantor: Sedro Woolley School District  
801 Trail Road  
Sedro Woolley, WA 98284

To Grantee: City of Sedro Woolley  
Public Works  
325 Metcalf Street  
Sedro Woolley, WA 98284

Notice shall be deemed received upon the earlier of three (3) business days following deposit into the United States mail or upon actual receipt, whichever is sooner.

9. **Jurisdiction and Venue.** Any dispute arising out of or relating to this Agreement shall be governed by the laws of the state of Washington, and venue shall lie exclusively in the Superior Court for the State of Washington, Skagit County. In any dispute under this Agreement, each Party shall bear its own attorney's fees and costs.

10. **Amendment.** This Agreement may be amended only by written instrument executed by all parties.

EXECUTED, this 21<sup>st</sup> day of June 2024 6/21/2024, for Grantor, SEDRO-WOOLLEY SCHOOL DISTRICT, by:

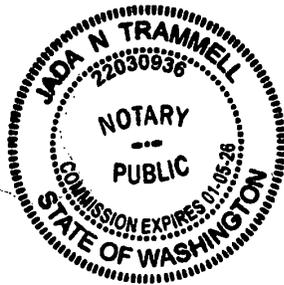
Miriam m. Mickelson  
< >

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Miriam Mickelson 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21<sup>st</sup> day of June 2024, 6/21/2024.

Jada N Trammell  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires: 01-05-26





**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF BURDENED PARCELS**

**ACCORDING TO PUD UTILITY EASEMENT AS RECORDED UNDER AUDITOR'S FILE NO. 200601120075, RECORDS OF SKAGIT COUNTY, WASHINGTON:**

**PARCEL P37303:**

THE EAST 660 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

EXCEPT ROAD ALONG THE NORTH LINE THEREOF.

AND EXCEPT BEGINNING AT AT POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED SUBDIVISION, 462.44 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 29° 40' 55" WEST, WITH A WIDTH OF 25 FEET ON THE EASTERLY SIDE AND A WIDTH OF 25 FEET ON THE WESTERLY SIDE, 299.22 FEET TO THE P.C. OF A 15° CURVE SO THE LEFT FOR A DISTANCE OF 197.67 FEET TO THE P.T. OF SAID 15° CURVE, SAID POINT ALSO BEING ON THE WEST LINE OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH 0° 01'57" WEST ALONG SAID WEST LINE, WITH A WIDTH OF 25 FEET TO THE EAST SIDE AND A WIDTH OF 0.00 FEET ON THE WEST SIDE, SOUTH 82 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE EAST 660 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 23.

ALSO EXCEPT BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 25 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WEST LINE OF SAID SUBDIVISION SOUTH RIGHT OF WAY LINE OF COOK ROAD NO. 6300; THENCE CONTINUING SOUTH ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 265 FEET, MORE OR LESS, TO A POINT ON SAID WEST LINE; THENCE NORTH 29° 40' 55" EAST A DISTANCE OF 302 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE COOK ROAD NO. 6300; THENCE WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 145 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE NORTH 20 FEET FOR ROAD RIGHT OF WAY PER AUDITOR'S FILE NO. 199911190067.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**PARCEL P37341:**

THE WEST HALF OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE RIGHT OF WAY FOR COOK ROAD ALONG THE NORTH LINE THEREOF, A PORTION OF WHICH WAS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 775446, RECORDS OF SKAGIT COUNTY WASHINGTON,

ALSO EXCEPT THE EAST 144 FEET OF THE NORTH 300 FEET THEREOF.

ALSO EXCEPT THE NORTH 20 FEET FOR ROAD RIGHT OF WAY PER AUDITOR'S FILE NO. 199911190067.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



**JEPSON & ASSOCIATES**

222 GRAND AVE., SUITE C - BELLINGHAM, WA 98225  
PHONE: (360) 733-5760  
JOB NO. 19097.01 | JUNE 12, 2024

SHEET 1 of 1



## EXHIBIT "B"

### LEGAL DESCRIPTION OF EASEMENT AREA

THE SOUTH **140.00 FEET** OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.

TOGETHER WITH THE SOUTH **20.00 FEET** OF THE EAST 660 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST 25.00 FEET THEREOF.

SITUATE IN THE CITY OF SEDRO-WOOLLEY, SKAGIT COUNTY, WASHINGTON.

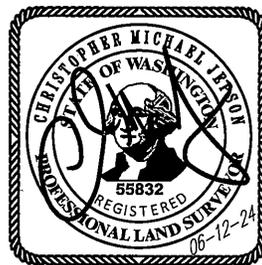
CONTAINS **58,783 SQUARE FEET ±**



**JEPSON & ASSOCIATES**

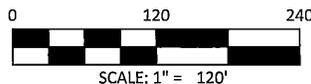
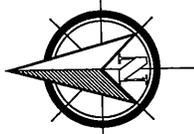
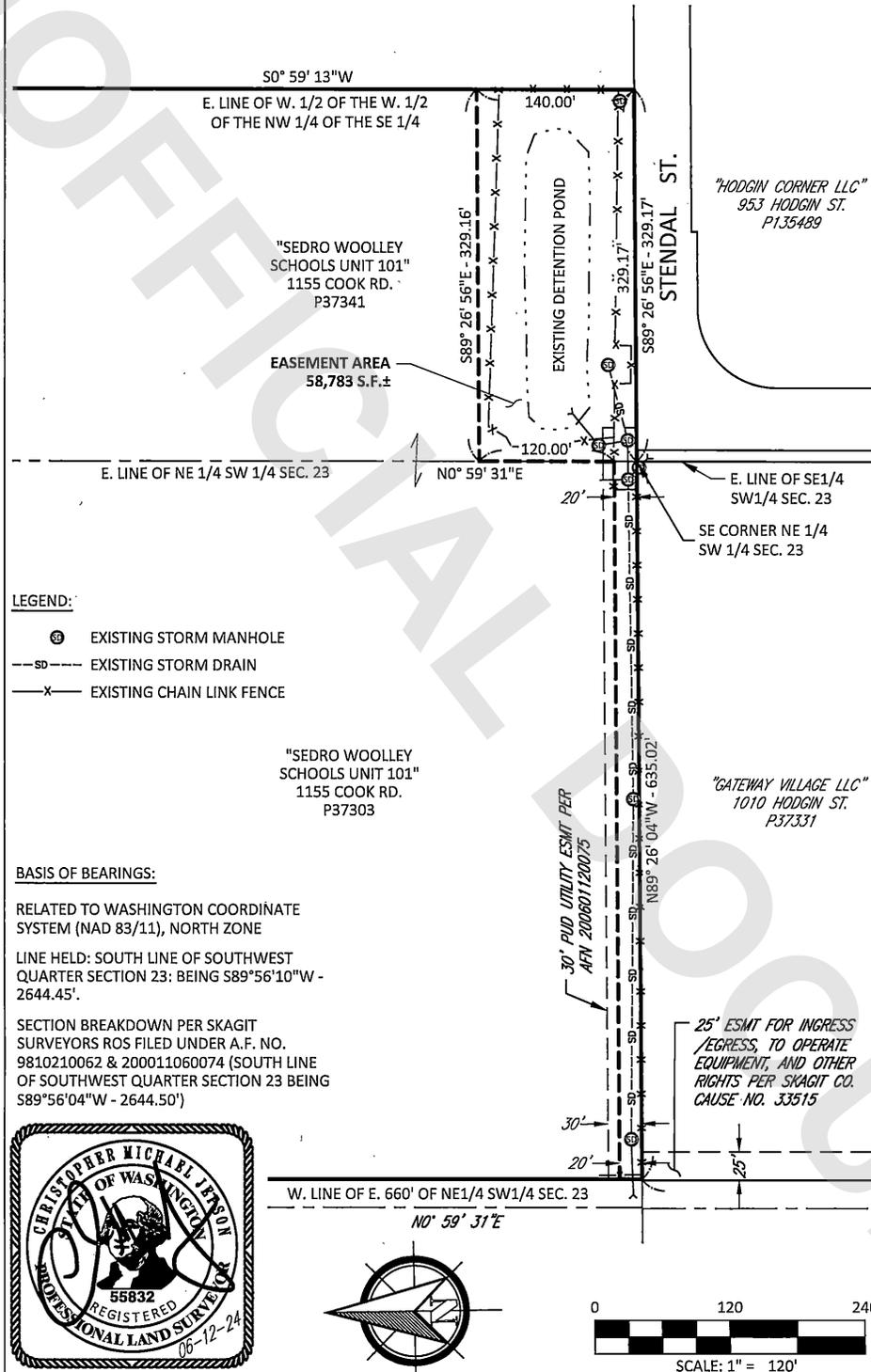
222 GRAND AVE., SUITE C - BELLINGHAM, WA 98225  
PHONE: (360) 733-5760  
JOB NO. 19097.01 | JUNE 12, 2024

SHEET 1 of 1



# EXHIBIT "C"

## DEPICTION OF EASEMENT AREA



**JEPSON & ASSOCIATES**  
222 GRAND AVE., SUITE C - BELLINGHAM, WA 98225  
PHONE: (360) 733-5760  
JOB NO. 19097.01 | JUNE 12, 2024

NE1/4 SW1/4 & NW 1/4 SE 1/4 SEC. 23, T. 35 N., R. 4 E. W.M. SKAGIT COUNTY, WASHINGTON		SHEET NO.:
DWG. NO.:	19097.01-ESMT-DRAIN	1 of 1
DRWN BY:	RRC	CHKD BY: CMJ