

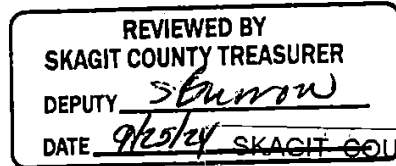


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09/25/2024 09:07 AM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

Recording Requested by &
When Recorded Return to:

Skagit County Public Works
Attn: Devin Willard, EIT
1800 Continental Place
Mount Vernon, Washington 98273



DOCUMENT TITLE: Drainage Easement

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable Contract # C20240480
Page 1 of 10

GRANTOR(S): Skagit County Drainage and Irrigation Improvement District
No. 14, a Washington special purpose district

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P135150 (XrefID: 350430-1-006-0000)

ABBREVIATED LEGAL DESCRIPTION: R/W ONLY FOR DRAINAGE DISTRICT #14
LOCATED IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. PER
SUPERIOR COURT SKAGIT COUNTY #3604. Situate in Skagit County, State of Washington

DRAINAGE EASEMENT

The undersigned, **Skagit County Drainage and Irrigation Improvement District No. 14**, a Washington special purpose district ("Grantor" herein), for and in consideration of mutual benefits, 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 Easement for storm water discharge, drainage lines, drainage structures, culverts, and other potential drainage infrastructure ("Easement") as follows 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 "B"**, and as further described and depicted on **Exhibit "C"**, attached hereto and incorporated herein by this reference, for the purposes of discharging storm water, installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating drainage lines, culvert(s), catch basins, drainage structures, and/or other drainage infrastructure, (herein "drainage 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, construct, operate, maintain, or repair any specific drainage facilities at (or within the vicinity of)

Grantor's Property pursuant to the terms of this Easement. The Grantee (including Grantee's employees, agents, and contractors) shall have a perpetual right of access to the Easement area via and through the Grantor's Property, for purposes of use, installation, repair, maintenance of the drainage facilities and for any and all other purposes reasonably related thereto, at all times and without notice to Grantor. A legal description of the Grantor's Property is attached hereto as **Exhibit "A"**, and is hereby incorporated by reference. Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any damages or drainage impacts to Grantor's Property resulting from this Easement. Grantor releases and holds harmless Grantee from any drainage impact or damages to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any drainage impact to Grantor's Property arising from and/or related to this Easement. The Grantor further recognizes and agrees that Grantor shall be responsible and/or liable for any use, maintenance, and/or repair of any private driveway(s) and/or roadway(s) located within the Easement area, and that any such private driveway(s) and/or roadway(s) located within the Easement area do not become County road(s) by virtue of this Easement.

2. Construction Activity within Easement. Without notice and at all times as may be determined to be necessary or appropriate by Grantee, the Grantee shall have the right to (but shall not be required to) enter upon the Grantor's Property, within the Easement area (as described and depicted in **Exhibits "B" & "C"**), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the drainage facilities pursuant to the terms herein.

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 drainage facilities or endanger the lateral or other support of the drainage facilities. 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, and no trees, bushes or other shrubbery shall be planted or maintained 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 use of the Easement area or the drainage facilities.

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 warrant the Grantee title to and quiet enjoyment of 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 arising from or relating to 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. Grantee 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 all 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: .

Skagit County Drainage and Irrigation Improvement District No. 14, a Washington special purpose district

DATED this 18 day of SEPTEMBER, 2024.


By (print name): ROGER J. KNUTZEN
Its (title): COMMISSIONER

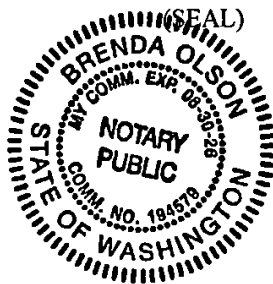
STATE OF WASHINGTON

COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that Rodger Roger Knutzen - as the Commissioner of Skagit County Drainage and Irrigation Improvement District No. 14, a Washington special purpose district, is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that they executed the forgoing instrument as her/his/their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 18 day of September, 2024.




Notary Public

Print name: Brenda Olson

Residing at: Mount Vernon, WA

My appointment expires: 8-30-26

GRANTOR:

Skagit County Drainage and Irrigation Improvement District No. 14, a Washington special purpose district

DATED this 18 day of September, 2024.

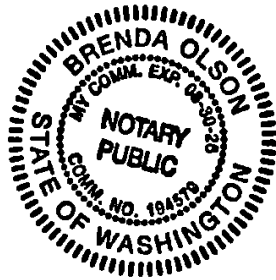
Andrew Dykstra
By (print name):
Its (title): Commissioner

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Andrew Dykstra - as the Commissioner of **Skagit County Drainage and Irrigation Improvement District No. 14**, a Washington special purpose district, is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that they executed the forgoing instrument as her/his/their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 18 day of September, 2024.

(SEAL)



Brenda Olson
Notary Public
Print name: Brenda Olson
Residing at: Mount Vernon, WA
My appointment expires: 8-30-26

DATED this 23 day of September, 2024.

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


Peter Browning, Chair

ABSENT

Ron Wesen, Commissioner

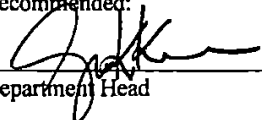

Lisa Janicki, Commissioner

Attest:


Clerk of the Board


Authorization per Resolution R20160001

Recommended:

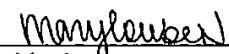

Department Head

County Administrator

Approved as to form:

 9/18/24
Civil Deputy Prosecuting Attorney

Approved as to indemnification:


Risk Manager

Approved as to budget:

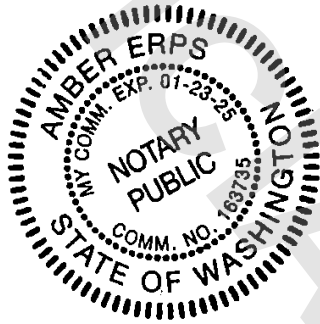

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Peter Browning, ~~Ron Wesen~~ and/or Lisa Janicki 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 23 day of September, 2024.

(SEAL)



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Mount Vernon
My appointment expires: 01-23-2025

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P135150

A portion of Ditch right of way as condemned in Skagit County Superior Court Cause No. 3604;

P135150

Township 35 North, Range 4 East, W.M.;

The north 10-foot strip of the northwest quarter of section 31.
The south 10-foot strip of the southwest quarter of section 30.

Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington

EXHIBIT "B"
LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P135150

An exclusive, permanent and perpetual drainage easement, lying over, under, and across a portion of Sections 30 & 31, Township 35 North, Range 4 East, W.M., easement areas described more particularly as follows:

COMMENCING at the monumented section corner common to Sections 25, 30, 31, and 36, Township 35 North, Ranges 3 & 4 East, Willamette Meridian; Thence easterly along the section line between said sections 30 and 31, South 87°09'13" East a distance of 20.00 feet, to the east right-of-way margin of Pulver Road #34410 and the **POINT OF BEGINNING**; Thence northerly along said east margin North 01°31'03" East a distance of 10.00 feet to the south right-of-way margin of Josh Wilson Road #33000; Thence easterly along said south margin South 87°09'13" East a distance of 110.00 feet; Thence parallel with said east margin South 01°31'03" West a distance of 20.00 feet to the Drainage District 14 south right-of-way line as condemned in Skagit County Superior Court Cause No. 3604; Thence westerly along said south line North 87°09'13" West a distance of 110.00 feet to said east right-of-way margin; Thence northerly along said east margin North 01°31'03" East a distance of 10.00 feet to said section line and the **POINT OF BEGINNING**.

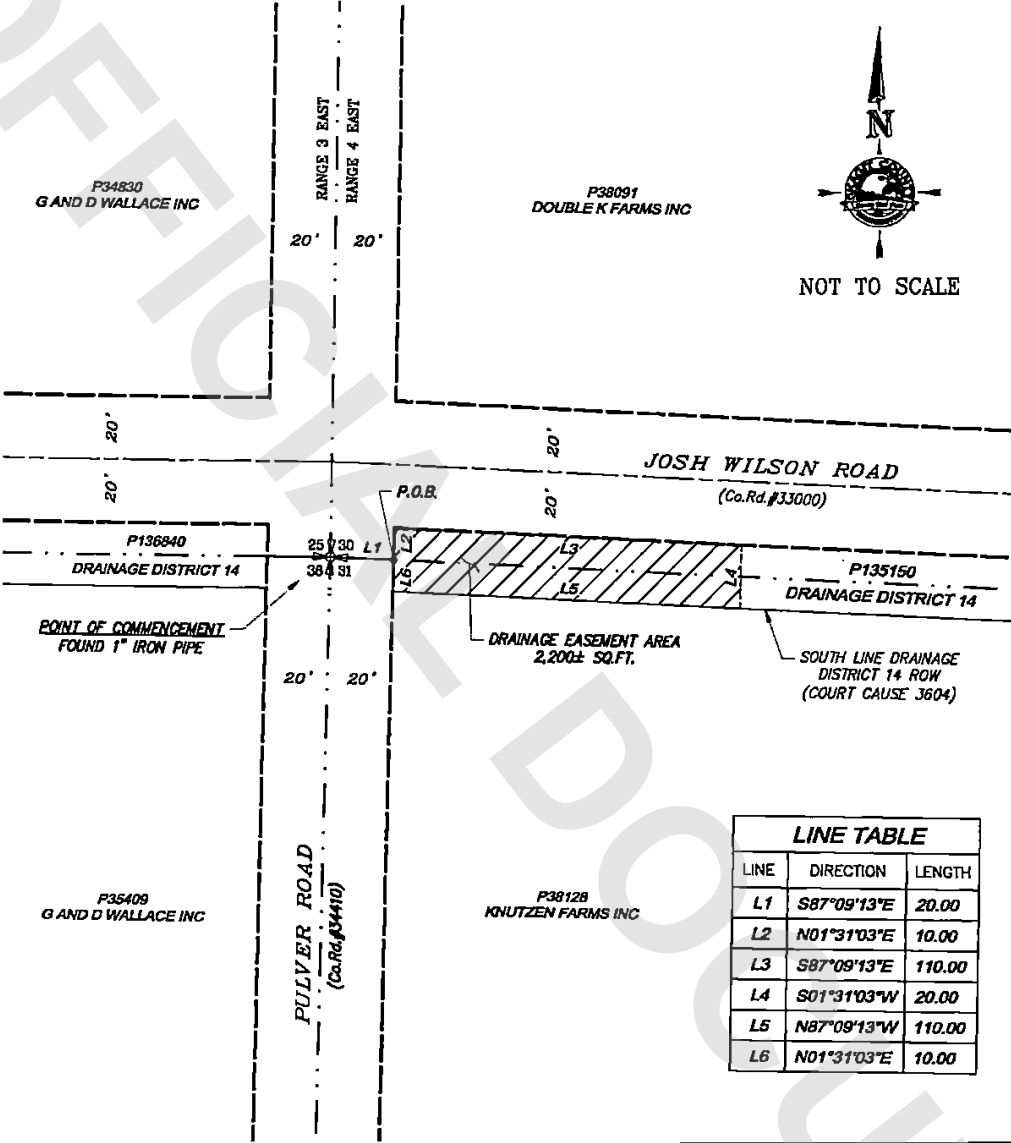
Easement containing 2,200 square feet, more or less.

Basis of bearing derived from found monuments and record dimensions, see record of surveys filed under Auditor's File Nos. 201303210068 & 2021108170062. Subject to all covenants, conditions, restrictions, reservations, agreements, easements, provisions, and assessments of record, if any.

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
GRAPHIC DEPICTION OF DRAINAGE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P135150

**SITUATE IN PORTIONS OF SECTIONS 30 AND 31,
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S87°09'13"E	20.00
L2	N01°31'03"E	10.00
L3	S87°09'13"E	110.00
L4	S01°31'03"W	20.00
L5	N87°09'13"W	110.00
L6	N01°31'03"E	10.00

PERMANENT DRAINAGE EASEMENT
PARCEL NO. P135150 – DRAINAGE DISTRICT 14



SKAGIT COUNTY
PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273-5625
(360) 416-1400 FAX (360) 416-1405