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02/10/2025 02:18 PM Pages: 1 of 6 Fees: \$308.50  
Skagit County Auditor

When recorded return to:  
Kyle Thomas & Anna Kate Kingshott  
19027 UPPER MAJESTIC RIDGE  
LANE MT VERNON WA 98274

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Kaylee Oldman</u> DATE <u>2/10/2025</u>
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Document Title:

Stormwater Easement Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1. Paul James & LeAnn Marie Woodmansee
2. David R & Janel R Kinney

Grantee(s):

☐ additional grantee names on page \_\_\_\_.

1. Kyle Thomas & Anna Kate Kingshott

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_.

(1.0000 ac) LOT 2, SKAGIT COUNTY SHORT CARD NO. PL-23-0228, RECORDED UNDER  
AF#202311290024, LOCATED IN SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 1,  
TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_.

P136990

## Stormwater Easement Agreement

This Stormwater Easement Agreement ("Agreement") is made as of 1/15/2025 by and between Paul & LeAnn Woodmansee, and David & Janel Kinney - the owners of the properties located at P135159 and P135813 ("Grantors") and Kyle & Anna Kingshott the owner of the property located at P136990 ("Grantee"),

### 1. Recitals

- **Whereas**, Grantor is the owner of a parcel of land (the "Grantor Property") that is adjacent to Grantees' properties.
- **Whereas**, stormwater runoff from the Grantor Property may affect the Grantees' properties.
- **Whereas**, the parties wish to establish an easement for stormwater management to facilitate proper drainage and maintenance.

### 2. Grant of Easement

- Grantor hereby grants to Grantees a perpetual, non-exclusive easement (the "Easement") over, under, and through the Grantor Property for the purpose of conveying, infiltrating, and treating stormwater runoff.

### 3. Easement Area

- The Easement shall cover an area as depicted in Exhibit A attached hereto.

### 4. Rights and Responsibilities

- **Access Rights:** Grantees shall have the right to access the Easement Area for inspection, maintenance, and repair of stormwater facilities.
- **Maintenance Obligations:** Grantees shall be responsible for maintaining any stormwater facilities located within the Easement Area. This includes regular inspections and necessary repairs.
- **Costs:** Each party shall bear its pro rata share of costs associated with maintenance and repairs of stormwater facilities within the Easement Area, as well as any damage to Grantors surrounding property.

### 5. Alterations

- Any alterations to existing drainage patterns or stormwater facilities within the Easement Area must be approved in writing by all parties involved.

### 6. Indemnification

- Each party agrees to indemnify and hold harmless the other parties from any claims, damages, or liabilities arising from their respective use of the Easement Area.

### 7. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

#### 8. Severability

- If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall remain in full force and effect.

#### 9. Entire Agreement



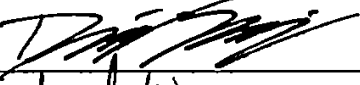
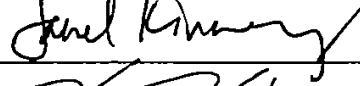
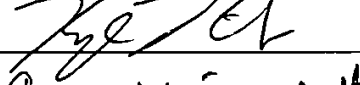

- This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements or understandings.

IN WITNESS WHEREOF, the parties have executed this Stormwater Easement Agreement as of the date first above written.

Grantor **Paul & LeAnn Woodmansee**

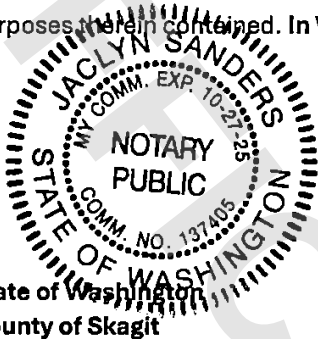
Grantor **David & Janel Kinney**

Grantees **Kyle & Anna Kingshott**

Signature	Printed Name	Date
	PAUL WOODMANSEE	1-31-2025
	LEANN WOODMANSEE	2/4/25
	David Kinney	1-30-2025
	JANEL KINNEY	2/5/25
	KYLE KINGSHOTT	2/4/25
	ANNA KINGSHOTT	2/4/25

**Notary Acknowledgment****State of Washington****County of Skagit**

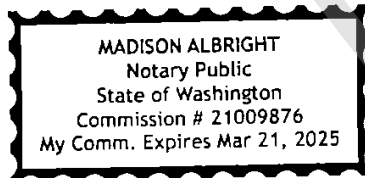
On this 18<sup>th</sup> day of JANUARY, 2025, before me, a Notary Public in and for said State, personally appeared **Paul Woodmansee** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.



NOTARY PUBLIC in and for the State of Washington

Residing at: SPANWOOD, WAPrint Name: JACLYN SANDERSMy appointment expires: 10/27/25
**State of Washington****County of Skagit**

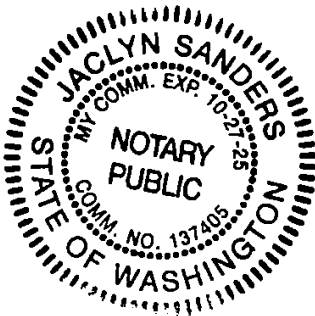
On this 4<sup>th</sup> day of February, 2025, before me, a Notary Public in and for said State, personally appeared **LeAnn Woodmansee** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.



NOTARY PUBLIC in and for the State of Washington

Residing at: Sedro Woolley, WAPrint Name: Madison AlbrightMy appointment expires: March 21, 2025
**State of Washington****County of Skagit**

On this 30<sup>th</sup> day of JANUARY, 2025, before me, a Notary Public in and for said State, personally appeared **David Kinney** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.

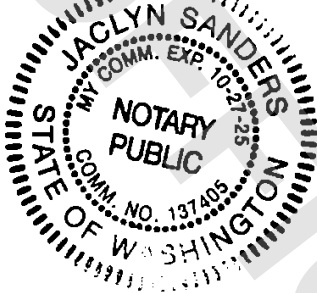


NOTARY PUBLIC in and for the State of Washington

Residing at: SPANWOOD, WAPrint Name: JACLYN SANDERSMy appointment expires: 10/27/25

State of Washington  
County of Skagit

On this 5<sup>th</sup> day of FEBRUARY, 2025, before me, a Notary Public in and for said State, personally appeared **Janel Kinney** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.



NOTARY PUBLIC in and for the State of Washington

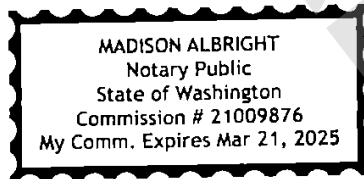
Residing at: STANWOOD, WA

Print Name: JACLYN SANDERS

My appointment expires: 10/27/25

State of Washington  
County of Skagit

On this 4<sup>th</sup> day of February, 2025, before me, a Notary Public in and for said State, personally appeared **Kyle Kingshott** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.



NOTARY PUBLIC in and for the State of Washington

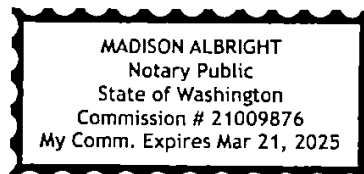
Residing at: Sedro Woolley, WA

Print Name: Madison Albright

My appointment expires: March 21, 2025

State of Washington  
County of Skagit

On this 4<sup>th</sup> day of February, 2025, before me, a Notary Public in and for said State, personally appeared **Anna Kingshott** known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained. **In Witness Whereof**, I hereunto set my hand and official seal.



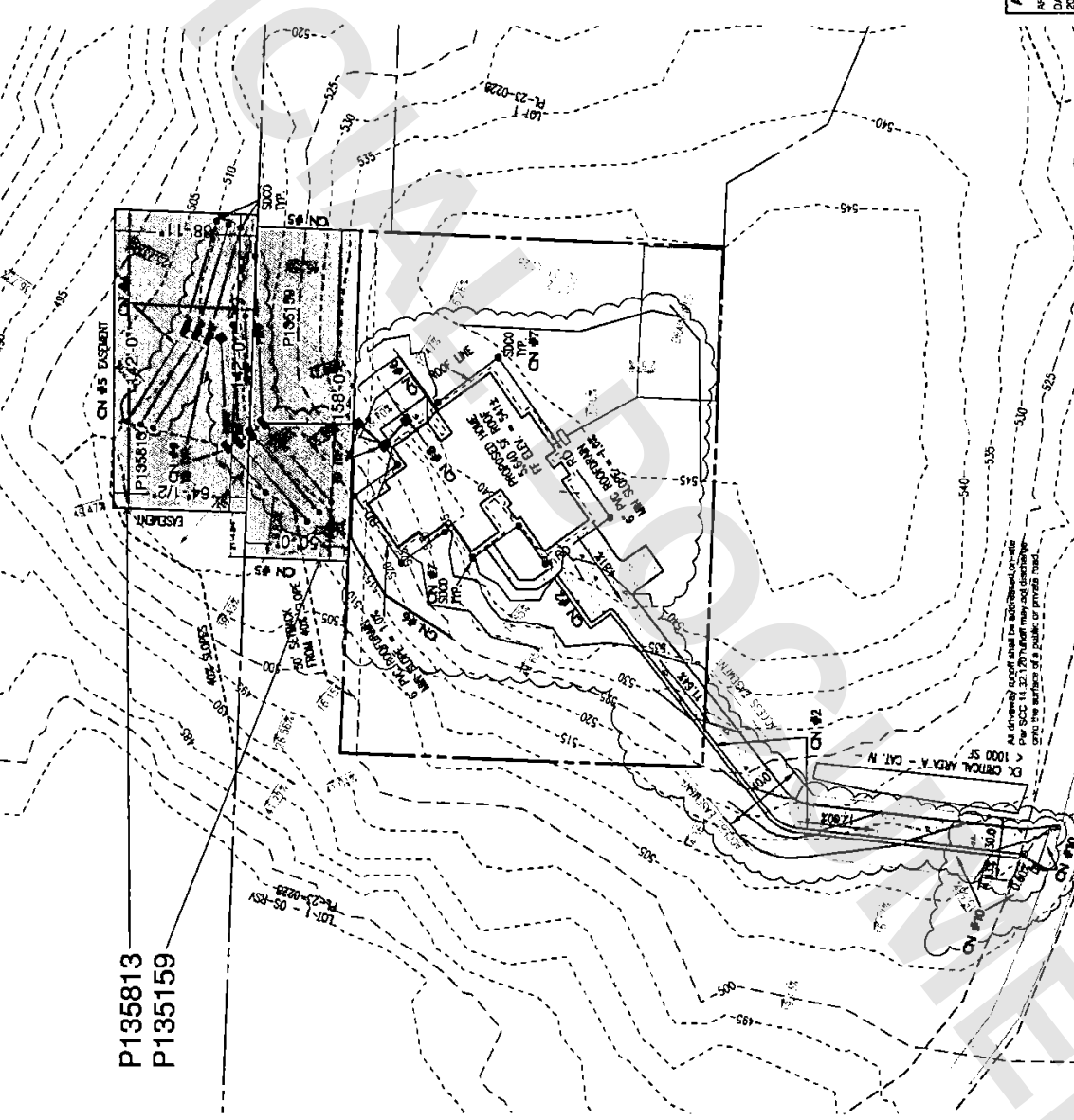
NOTARY PUBLIC in and for the State of Washington

Residing at: Sedro Woolley, WA

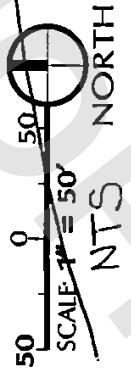
Print Name: Madison Albright

My appointment expires: March 21, 2025

IN A PORTION OF SE 1/4 SECTION 1, TOWNSHIP 3 N., RANGE 4 E., W.M., SKEGAT COUNTY, WASHINGTON



P135813  
P135159



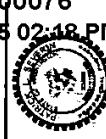
CONSTRUCTION NOTES (CN #2)

1. ALL DISTURBED AREAS TO BE UNDISBURBED SHALL MEET BMP 15.13 TOPSOIL REQUIREMENTS, FOUND IN THE DRAINAGE REPORT IN ATTACHMENT 5.
2. BMP 15.12 - 2' GRAVEL DISPOSAL EDGE OR 2' OF CONCRETE EDGE SHALL BE BROOM FINISHED PERPENDICULAR TO DRAINAGE, TO PROVIDE A 2' TRANSITION ZONE, AND PREVENT STORMWATER FROM POINT SOURCE FROM ENTERING THE DRAINAGE. THE TRANSITION AND DISPOSAL SHALL HAVE A 2% CROSS SLOPE TOWARD THE TRANSITION SHALL BE UNDERLAIN BY 50% MEETING BMP 15.13 IF GRAVEL.
3. SEE SEPTIC DESIGN BY OTHERS FOR TANK, PUMP, AND PIPING.
4. 70% OF DOWNSPOUT INFILTRATION TRENCH TOTAL. CONTRACTOR TO INSTALL ALONG THE CONTOUR, AND PER DETAIL SHEET 6. MINIMUM DISTANCE BETWEEN CENTRIFUGES OF TRENCHES SHALL BE 6". MAXIMUM OF 100' FROM END OF TRENCH TO SUMP STRUCTURES, 50' RECOMMENDED.
5. CONSTRUCTION OF INFILTRATION TRENCHES SHALL OCCUR BY HAND DIGGING, OR A SMALL TRACKED MACHINE OUTSIDE OF THE LIMITS OF THE INFILTRATION ENVELOPE. CONTRACTOR SHALL NOT BE ALLOWED WITHIN INFILTRATION ENVELOPE.
6. CONTRACTOR TO VERIFY LOCATION OF 40% SLOPES AND THAT THE 50' SETBACK TO THE TOP OF A 40% SLOPE IS MAINTAINED.
7. INFILTRATION/STORMWATER EASEMENT REQUIRED ACROSS TWO SEPARATE PARCELS. EASEMENT SHOULD BE VERIFIED BY CONTRACTOR FOR LOCATION AND SIZE, PRIOR TO RECORDING.
8. CONTRACTOR TO SEE ARCHITECTURAL AND STRUCTURAL PLAN FOR WALL INSTALLATION AND CONSTRUCTION.
9. ALL DOWNSPOUTS SHALL BE DIRECTLY CONNECTED TO ROOFDRAIN TRENCH. 6" PVC CLEANOUTS SHALL BE INSTALLED AT ALL DIRECTIONAL CHANGES.
10. CONCRETE PAD WITHOUT ROOF COVER SHALL BE SLOPED TO NEW YARD DRAIN. DRAIN SHALL BE DIRECTLY TO ROOF DOWNSPOUT TRENCH.
11. ALL INFILTRATION TRENCHES SHALL BE CONSTRUCTED AS AN OVERFLOW SYSTEM. EACH YARD DRAIN SHALL HAVE IDENTICAL INVERTS TO THE INFILTRATION TRENCH AS THE OVERFLOW TO THE NEXT INFILTRATION TRENCH TO PROPERTY OWNER. THE WATER BETWEEN TRENCHES, SEE DETAIL A/9.
12. EACH TRENCH SHALL END WITH A CLEANOUT FOR INSPECTION AND FUTURE CLEANING AS REQUIRED.
13. SLOPE OUT OF EXISTING PRIVATE ROAD SHALL BE NEGATIVE FOR A MINIMUM OF 5' TO PREVENT SHEET FLOW OVER PRIVATE ROAD. A 4' X 4' 60-60 PAD OF 4-1/2" SIZE ROCK 6-1/2' DEEP TO BE CONSTRUCTED AT LOW POINT TO ENSURE DISPERSION OF WATER.
14. GRADE SHOULDER AT 1-2% SLOPE UNTIL CATCH WITH EXISTING GROUND TO ENSURE SHEET FLOW.

PROJECT:  
NEW RESIDENCE  
STORMWATER SITE PLAN  
FOR  
BYK CONSTRUCTION  
CALL 48 HOURS  
BEFORE YOU DIG  
1.800.424.5555

SHEET DESCRIPTION:  
STORMWATER  
SITE PLAN

202502100076  
02/10/2025 02:48 PM



SCALE:	AS SHOWN
DRAWN BY:	JL
DESIGNED BY:	JL
DATE:	11/10/23
JOB NUMBER:	25075
DWG NAME:	STW SITE PLAN
SHEET NUMBER:	3 OF 9

APPROVED DRAINAGE PLAN  
APPROVED BY: JL  
DATE: 04/24/2024  
2018 DCE SIGNATURE  
BP24-0008