



202604160085

04/16/2026 03:49 PM Pages: 1 of 10 Fees: \$312.50
Skagit County Auditor

Recording Requested by &
When Recorded Return to:

Skagit County Public Works
Attn: Aida Miller
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY *[Signature]*
DATE *4-16-26*

DOCUMENT TITLE: Drainage Easement

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Michael J. Suraci and Sharon J. Suraci, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P65266 (XrefID: 3912-000-001-0000)

ABBREVIATED LEGAL DESCRIPTION: A permanent drainage easement located within Section 27, Township 34, Range 02 Southwest (complete LEGAL DESCRIPTION provided in Exhibit "C")

DRAINAGE EASEMENT

The undersigned, **Michael J. Suraci and Sharon J. Suraci**, husband and wife ("Grantors" 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 Access Easement and a perpetual, non-exclusive Drainage Maintenance Easement for storm water discharge, drainage lines, drainage structures, culverts, and other potential drainage infrastructure ("Easements") as follows provided herein. Grantors and Grantee may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." The terms of the Easements are further provided as follows:

1. Nature and Location of Easements. The Easements granted by Grantors herein shall be permanent easements for the benefit of Grantee over, upon, across, through, and under portions of Grantors' Property, such Easement areas 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 Grantors specifically recognize and agree 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) Grantors' Property pursuant to the terms of the Easements. The Grantee (including Grantee's employees, agents, and contractors) shall have a perpetual right of access to the Easements area

SKAGIT COUNTY
Contract # C20260139
Page 1 of 10

via and through the Grantors' 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 Grantors. A legal description of the Grantors' Property is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. Grantors specifically recognize and agree that the Grantee is not responsible or liable for any damages or drainage impacts to Grantors' Property resulting from the Easements, and Grantors release and hold harmless Grantee from any drainage impact or damages to Grantors' Property resulting from and/or related to the Easements, other than as may result from Grantee's grossly negligent, reckless, and/or intentional actions. The Grantors further recognize and agree that Grantors 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 Easements area, and that any such private driveway(s) and/or roadway(s) located within the Easements area do not become County road(s) by virtue of this instrument.

2. Construction Activity within Easements. 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 Grantors' Property, within the Easements 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. Grantors 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 Drainage Maintenance 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. Grantors further agree that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Drainage Maintenance Easement area, and no trees, bushes or other shrubbery shall be planted or maintained within the Drainage Maintenance Easement area, without prior written consent of Grantee, provided Grantors shall otherwise have full use of the surface of the real property within the Easements area, so long as such use does not interfere with the Grantee's use of the Easements area and/or the drainage facilities.

4. Binding Effect/ Warranty of Title. The Easements 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 warrants the Grantee title to and quiet enjoyment of the Easements area. The covenants and agreements of the Easements herein granted shall be binding upon the successors and assigns of the parties hereto.

5. Governing Law; Venue. This instrument 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 instrument shall be in Skagit County, State of Washington.

6. Severability. Should any term or provision of the Easements set forth herein be found to be void or unenforceable by a court of competent jurisdiction, all other terms and provisions of this instrument shall remain enforceable, binding, and in full force and effect.

7. Neutral Authorship. Each of the provisions of this instrument 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 instrument 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 instrument. Grantee does not represent Grantors. The parties represent and warrant that they have fully read this instrument, that they understand its meaning and effect, and that they enter into this instrument with full knowledge of its terms.

8. Captions and Counterparts. The captions of this instrument are for convenience and reference only and in no way define, limit, or describe the scope or intent thereof This instrument 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 agreement.

9. Entire Agreement. This 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 instrument shall be recorded with the Skagit County Auditor, at Grantee's expense, and shall become effective immediately upon recording.

GRANTORS:

Michael J. Suraci and Sharon J. Suraci, husband and wife.

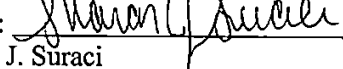
DATED this 25th day of March, 2026.

By:

Signed: 
Michael J. Suraci

DATED this 25th day of March, 2026.

By:

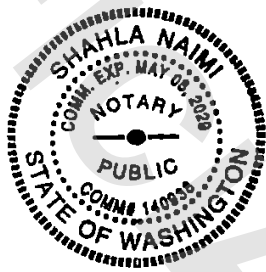
Signed: 
Sharon J. Suraci

STATE OF WASHINGTON }
 Snohomish } ss.
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael J. Suraci and Sharon J. Suraci, husband and wife, are the people who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized free and voluntary act for the uses and purposes herein mentioned.

DATED this 25 day of March, 2026.

(SEAL)



Shahla N-
Notary Public

Print name: Shahla Naimi

Residing at: Bothell

My appointment expires: 5/8/2029

GRANTEE:
DATED this 13 day of April, 2026.

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

Ron Wesen, Chair

Peter Browning, Commissioner

Joe Burns, Commissioner

Attest:

Clerk of the Board

Authorization per Resolution R20160001

Trisha Dyne
County Administrator

Recommended:

Michelle
Department Head

Approved as to form:

[Signature] 4/13/26
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Manlyben
Risk Manager

Approved as to budget:

Trisha Dyne
Budget & Finance Director

UNOFFICIAL DOCUMENT

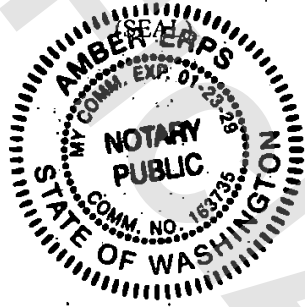
STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

Trisha Logue

I certify that I know or have satisfactory evidence that ~~Peter Browning, Ron Wesen and/or Joe Burns~~ 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.

Administrator

DATED this 13 day of April, 2026.



Amber Erps
Notary Public
Print name: *Amber Erps*
Residing at: *Mount Vernon*
My appointment expires: *01-23-2029*

UNOFFICIAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTORS' PROPERTY
Skagit County Assessor Tax Parcel No.: P65266
Per Statutory Warranty Deed AF#202405090055

Lot 1, ASSESSOR'S PLAT OF FAHLEN'S SNEE-OOSH TRACTS, according to the Plat thereof recorded in Volume 8 of plats, page 86, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
LEGAL DESCRIPTION FOR EASEMENT AREAS
Skagit County Assessor Tax Parcel No.: P65266

ACCESS EASEMENT

A permanent and perpetual access easement, lying over, under, across, and through Lot 1, ASSESSOR'S PLAT OF FAHLEN'S SNEE-OOSH TRACTS, according to the Plat thereof recorded in Volume 8 of Plats, Page 86, records of Skagit County, Washington.

Easement containing 16,766 square feet, more or less.

DRAINAGE MAINTENANCE EASEMENT

A permanent and perpetual drainage maintenance easement, lying over, under, across, and through a portion of said Lot 1; said easement being 10 feet wide, 5-feet each side the existing drainage pipe. The margins of the above-described 10-foot easement to be extended and/or truncated to terminate at the easterly boundary line and the southerly boundary line, respectively, of said Lot 1.

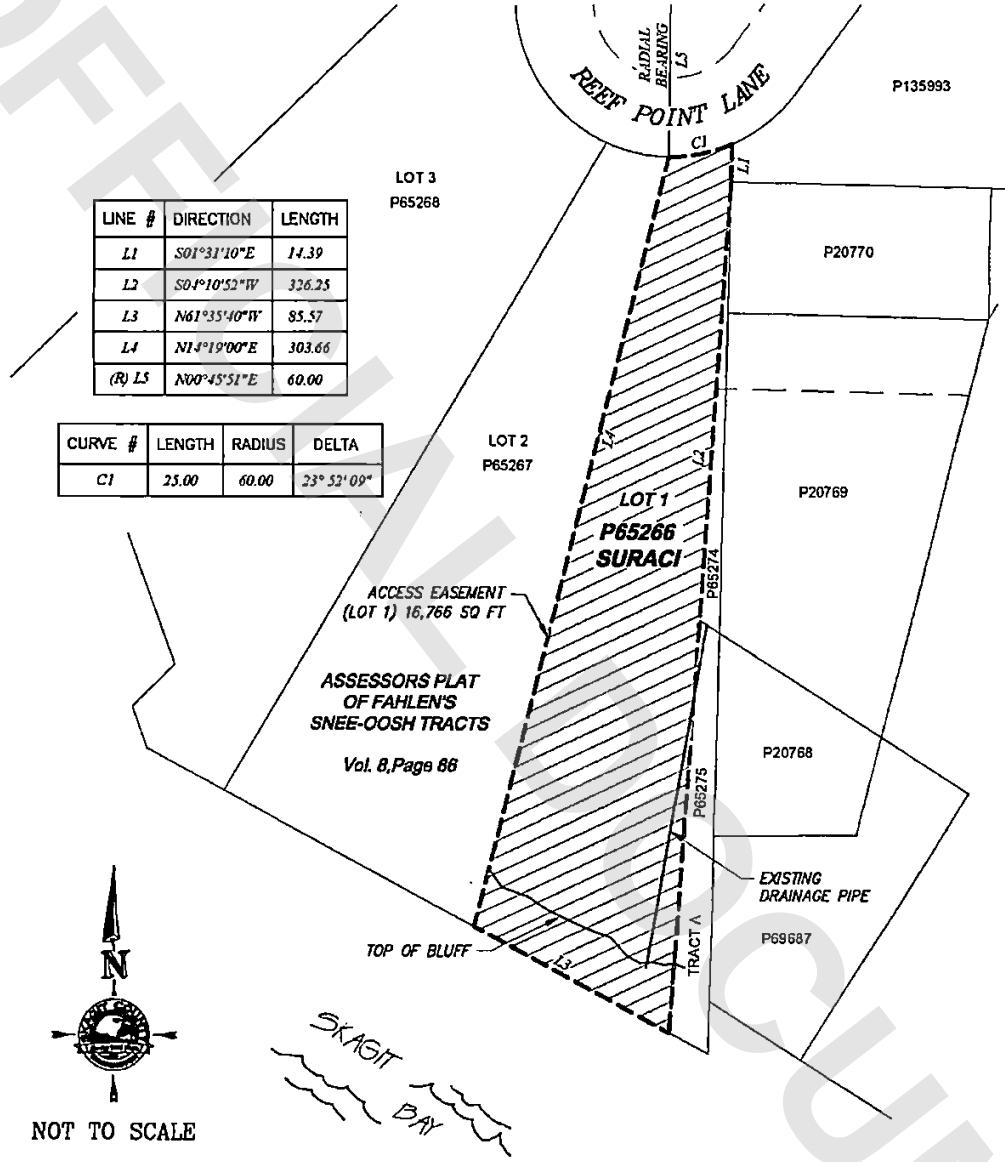
Easement containing 1,230 square feet, more or less.

All situate in the County of Skagit, State of Washington.

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

EXHIBIT "C"
GRAPHIC DEPICTION OF ACCESS EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P65266

SITUATE IN A PORTION OF GOV'T LOT 3, SECTION 27,
 TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON

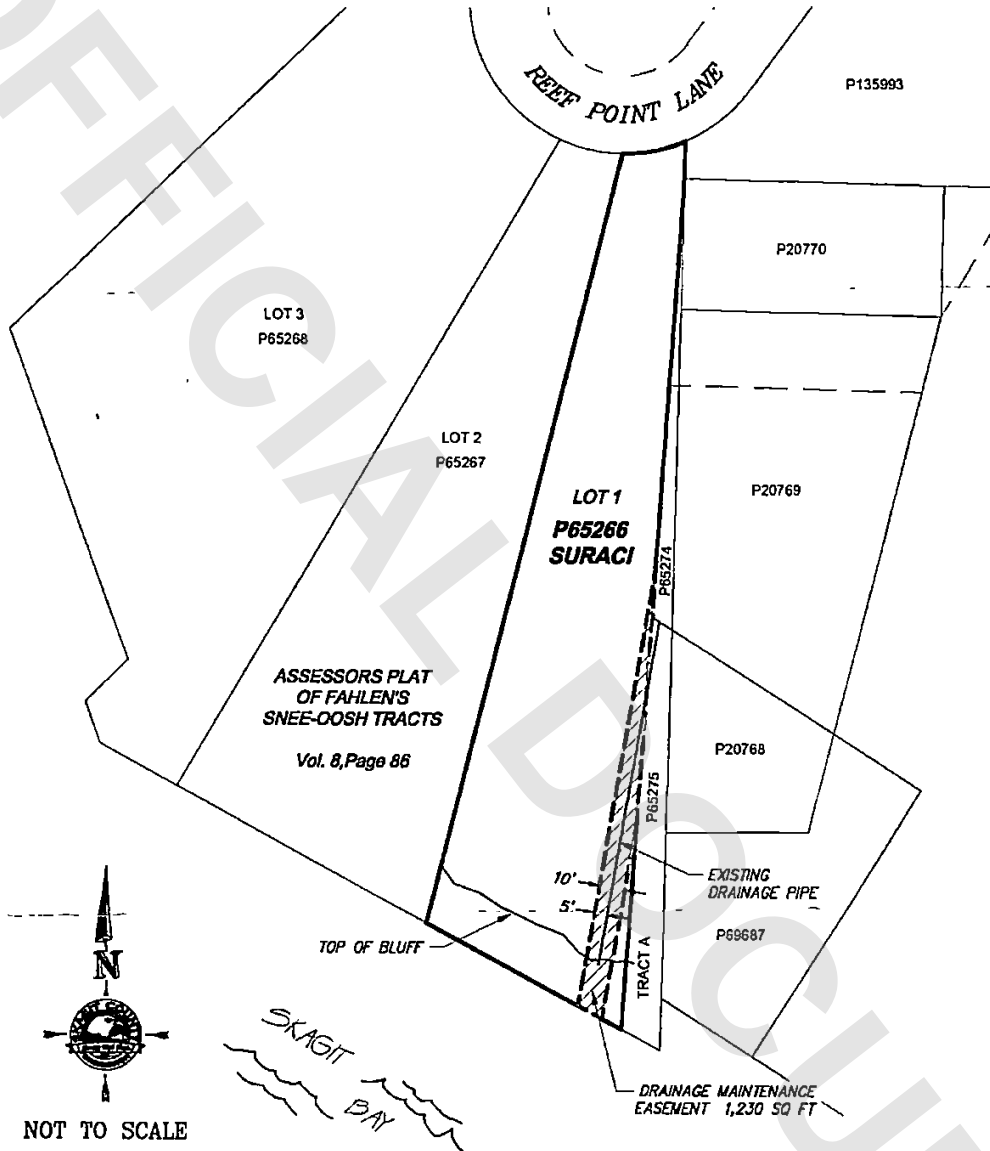


ACCESS EASEMENT
 P65266 - #9351 REEF POINT LANE

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

EXHIBIT "C" CONTINUED
GRAPHIC DEPICTION OF DRAINAGE MAINTENANCE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P65266

SITUATE IN A PORTION OF GOV'T LOT 3, SECTION 27,
TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., SKAGIT COUNTY, WASHINGTON



DRAINAGE MAINTENANCE EASEMENT
P65266 - #9351 REEF POINT LANE

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