



201405150059

WHEN RECORDED RETURN TO:

Skagit County Auditor \$77.00  
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Gilbane Development Company  
7 Jackson Walkway  
Providence, RI 02903  
Attn: Russell Lindquist

# Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273

DOCUMENT TITLE(s)

1. **Drainage Easement Agreement**

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page \_\_\_\_\_ of the document

GRANTOR(s):

1. **Robert W. Lisowski**
2. **Mary K. Lisowski**

Additional names on page \_\_\_\_\_ of the document

GRANTEE(s):

1. **San Juan Passage Homeowners' Association**
- 2.
- 3.

Additional names on page \_\_\_\_\_ of the document

## ABBREVIATED LEGAL DESCRIPTION:

**Lot 14 on the Plat recorded under Auditor's File No. 200811260099.**

Complete legal description is on page \_\_\_\_\_ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

**Lot: P128094.**

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**Signature** \_\_\_\_\_

This cover sheet is for the County Recorder's indexing purposes only.  
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MAY 15 2014

Amount Paid \$ /  
Skagit Co. Treasurer  
By *HB* Deputy

**DRAINAGE EASEMENT AGREEMENT**

This Drainage Easement Agreement (this "Easement Agreement"), is made as of the 10<sup>th</sup> day of May, 2014, by and between ROBERT W. LISOWSKI and MARY K. LISOWSKI (collectively, "Lisowski") (Lisowski is hereinafter referred to as the "Grantor") and the SAN JUAN PASSAGE HOMEOWNERS' ASSOCIATION ("Grantee").

Recitals

A. Lisowski is the owner of Lot 14 (P128094) under that certain Plat of San Juan Passage Phase I recorded under Auditor's File No. 200811260099 (as amended from time to time, the "Plat") (Lot 14 under the Plat is referred to herein as the "Easement Property").

B. Grantee is the homeowners' association for San Juan Passage pursuant to that certain Declaration and Covenants, Conditions and Restrictions Easements and Reservations, San Juan Passage, Anacortes, Washington recorded under Auditor's File No. 200811260100 and Auditor's File No. 201105240062 (as amended from time to time, the "Declaration").

C. In accordance with the Declaration and the Plat, certain easements for the installation and maintenance of sewer drainage easements were established for the benefit of the Grantee and the Owners, as defined in the Declaration, as more particularly described in the Declaration and Plat, which easements did not include the Easement Property.

D. Grantor now desires to establish a drainage easement over a portion of the Easement Property for the benefit of the Grantee and all Owners in accordance with the terms and conditions of this Easement Agreement.

Agreement

In consideration of the foregoing and of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement Upon Easement Property.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby grants to Grantee, for the benefit of Grantee, the Owners, and their respective successors, assigns and mortgagees, a permanent drainage easement (the "Drainage Easement") over and across a ten (10) foot portion of the Easement Property, as more particularly described on **Exhibit A** attached hereto (the "Drainage Easement Area") for the installation, maintenance, repair and replacement of a drainage system (the "Drainage System"). Grantor shall not allow or permit any structure, improvement or landscaping to be located, installed or to grow upon or within the Drainage Easement Area which might in any way damage or interfere with the installation and operation of the Drainage System. Further, Grantor shall maintain the Drainage Easement Area in a condition which will not interfere with the operation and maintenance of the Drainage System.



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2. **Grantor Rights.** Grantor shall have the right to connect the Grantor's drainage system located on the Easement Property into the Drainage System. Notwithstanding the foregoing, Grantee makes no representation or warranty with respect to the Drainage System.

3. **Use and Maintenance by Grantee.** Grantee, or its successors and assigns, shall conduct the maintenance, repair and replacement of the Drainage System, and the costs and expenses related thereto shall be shared equally by Owner of the Easement Property and each of the Owners of the drainage easement recorded under Auditor's File No. \_\_\_\_\_; provided, however, that, if any such maintenance, repair or replacement is required as a result of the acts or omissions of the Owner of any above Lot, such Owner shall be solely responsible for the costs and expenses related to such maintenance, repair or replacement.

4. **Mechanic's Liens.** Grantee shall not permit any mechanic's or materialman's liens to be enforced against the Easement Property in connection with any work performed over, under or across the Easement Property by or at the direction of Grantee.

5. **Amendment.** This Easement Agreement may be amended only by a written instrument duly executed by Grantor and Grantee (or their respective successors or assigns, as appropriate) and recorded in the records of Skagit County, Washington.

6. **Easement Appurtenant.** The benefits and burdens of the Drainage Easement and the covenants herein shall run with and be appurtenant to the Easement Property such that a transfer of legal title to all or a portion of the Easement Property shall automatically transfer an interest in such benefits and burdens.

7. **Definitions.** Capitalized terms used in this Easement Agreement shall have the meaning set forth for such terms in this Easement Agreement. If such capitalized terms are not herein defined then those terms shall have the meaning set forth for such terms in the Declaration.

8. **Governing Law.** This Easement Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

[Signatures on next page]



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**EXHIBIT A**

**Drainage Easement Area**

(See Attached)



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UNOFFICIAL DOCUMENT

Executed to be effective as of the date first set forth above.

GRANTOR:

Robert W. Lisowski

Robert W. Lisowski

Mary K. Lisowski

Mary K. Lisowski

GRANTEE:

SAN JUAN PASSAGE HOMEOWNERS' ASSOCIATION

By: Robert V. Gilbane

Name: Robert V. Gilbane

Title: President



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STATE OF Washington)

) ss.

COUNTY OF Skagit)

The foregoing instrument was acknowledged before me this 10 day of May, 2014 by Robert W. Lisowski and Mary K. Lisowski who are personally know to me or who provided sufficient proof of identity.

Witness my hand and official seal.

(Notarial Seal)

Sandra Davidson

Notary Public

My commission expires: 11/1/2016

STATE OF RI)

) ss.

COUNTY OF Providence)

SANDRA W. DAVIDSON  
Notary Public  
State of Washington  
My Commission Expires  
November 01, 2016

The foregoing instrument was acknowledged before me this 13 day of November, 2013 by ROBERT GILBANE who was personally known to me or who provided sufficient proof of identity, as President for San Juan Passage Homeowners' Association, on behalf of said association.

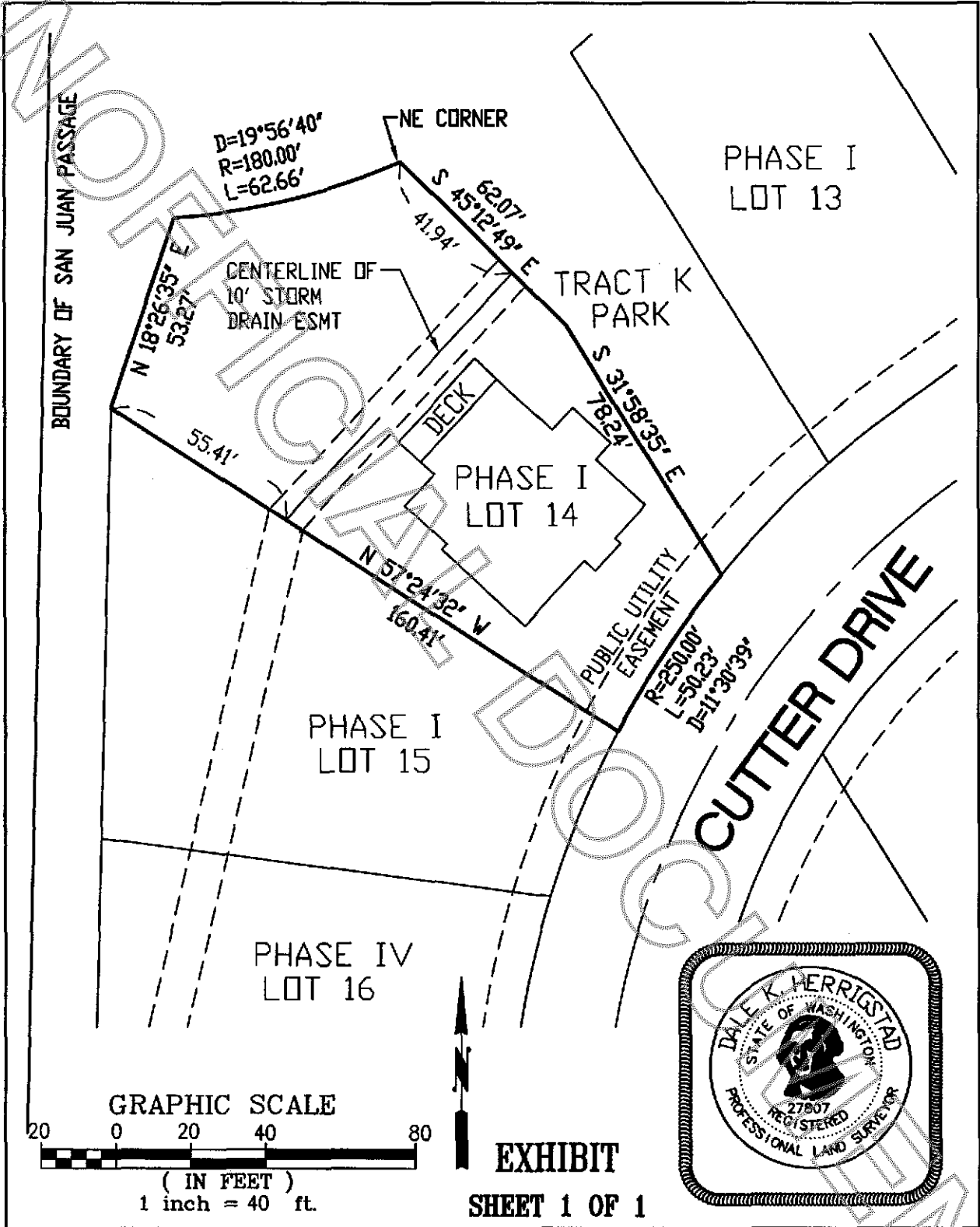
Witness my hand and official seal.

DANIEL R. STEVENSON  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES 03/11/2016

D. Stevenson

Notary Public

My commission expires: 3/11/16



<p><b>HERRIGSTAD ENGINEERING &amp; SURVEYING</b> 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 299-8804</p>	<p>PRIVATE STORM DRAINAGE EASEMENT ON LOT 14 PLAT OF SAN PASSAGE PHASE 1 AF #200811260099</p>	<p>EXHIBIT MAP FOR GP ANACORTES L.L.C. DATE: JULY 26, 2013</p>
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