



201406050078  
Skagit County Auditor \$79.00  
6/5/2014 Page 1 of 8 2:25PM

Recording Requested By And  
When Recorded Mail To:

Skagit County Public Works  
Attn: Dianne Crane  
1800 Continental Place  
Mount Vernon, Washington 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 05 2014

Amount Paid \$  
Skagit Co. Treasurer  
By *MG* Deputy

DOCUMENT TITLE: Permanent Drainage Easement

REFERENCE NUMBER OF RELATED DOCUMENT: Not Applicable

GRANTOR(S): JAMES L. PETERS and NANCY L. PETERS, husband and wife

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P34734 (XrefID: 350324-0-008-0000)

ABBREVIATED LEGAL DESCRIPTION:

TH PTN NW1/4 NW1/4 DAF BAT INT OF N LI SD SUB & ELY R/W LI PACIFIC HWY AKA CHUCKANUT  
DR TH E ALG SD N LI 250FT M/L TAP 560.80FT E OF NW COR SD SEC TH S 5 DEG E 175.67FT TH W  
PLW N LI SD SUB 92.32FT TH S 66-15-06 W 57.96FT TO NELY R/W LI SD HWY TH NWLY ALG SD R/W  
TPOB EXC N 20FT THOF FOR CO RD & LESS RT 0-009 (Complete LEGAL DESCRIPTION provided at  
Exhibit "C").

**PERMANENT DRAINAGE EASEMENT**

The undersigned, **JAMES L. PETERS and NANCY L. PETERS**, husband and wife ("Grantors" herein), and **SKAGIT COUNTY**, a political subdivision of the State of Washington, ("Grantee" herein), for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys to Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive Drainage Easement for storm water discharge, drainage lines, drainage structures, mowing, vegetation management, and other potential drainage infrastructure ("Easement") 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 this Easement are further provided as follows:

**1. Nature and Location of Easement.** The Easement granted by Grantors herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under portions of Grantors' Property, such Easement as legally described on **Exhibit "A"**, and as further described and depicted on **Exhibit "B"**, attached hereto and incorporated herein by this reference, for the purposes of discharging storm water, installing, laying, constructing, maintaining (including, but not limited to, mowing and vegetation management), inspecting, repairing, removing, replacing, renewing, using and operating drainage lines, 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 this Easement. While the Grantee is not required to conduct any such maintenance, repair, or replacement of any specific drainage facilities pursuant to the terms of this Easement, in the event that the Grantee does choose to do so, any such work shall be performed at the risk of the Grantee. The Grantee shall have a perpetual right of access to the Easement via and through the Grantors' Property as well as the Easement area, for purposes of installation, repair, maintenance and for any and all other purposes reasonably related thereto, at all times and without notice to Grantors. A legal description for the Grantors' Property is attached hereto as **Exhibit "C"**, and is hereby incorporated by reference. Grantors specifically recognize and agree that the Grantee is not responsible or liable for any drainage impact to Grantors' Property resulting from this Easement. Grantors release and hold harmless Grantee from any drainage or surface water impact to Grantors' Property resulting from and/or related to this Easement, and Grantors shall be solely and separately liable and responsible for any drainage or surface water impact to Grantors' Property arising from and/or related to this Easement. The Grantors further recognizes and agrees that Grantors shall be responsible and/or liable for any use of, maintenance of, and/or repair of any private roadway(s) located within the Easement area, and that any such private 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 necessary, the Grantee shall have the right to (but shall not be required to) enter upon the Grantors' Property, within the Easement (as described and depicted in Exhibits A & B), to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the drainage facilities.

**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 Easement 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 agrees that no structure or obstruction including, without limitation, fences and foundations or rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, without written consent of Grantee, provided Grantors shall otherwise have full use of the surface of the real property within the Easement area, to include installing additional paving, so long as such use does not interfere with the Grantee's maintenance and use of the Easement 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 has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement. 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 brought under or relating to the term of 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. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Easement and have either done so, or have voluntarily decided not to do so. Skagit County does not represent



Grantors. 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.



GRANTORS:

DATED this 12 day of MAY, 2014.

James L. Peters  
JAMES L. PETERS

DATED this 12 day of May, 2014.

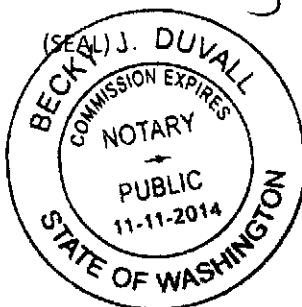
Nancy L. Peters  
NANCY L. PETERS

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JAMES L. PETERS** and **NANCY L. PETERS**, husband and wife, are the person(s) 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 free and voluntary act for the uses and purposes herein mentioned.

DATED this 12th day of May, 2014.



Notary Public Becky J Duvall

Print name: Becky J Duvall

Residing at: Burlington

My commission expires: 11-11-2014



DATED this 2 day of June, 2014.

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Sharon D. Dillon

Sharon D. Dillon, Commissioner

Attest:

Amber Kilgus

Clerk of the Board

Recommended:

[Signature]

Department Head

Approved as to form:

[Signature] 5/15/14

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature] 5/22/14

Risk Manager

Approved as to budget:

Lisa Sagne 5.23.14

Budget & Finance Director

\_\_\_\_\_  
County Administrator



201406050078

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT**  
Assessor's Parcel Number P34734

**SAM BELL ROAD  
DRAINAGE EASEMENT**

AN EASEMENT, FOR DRAINAGE PURPOSES, LYING IN THAT PORTION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 24, T35N; R3E, W.M., DESCRIBED AS FOLLOWS:

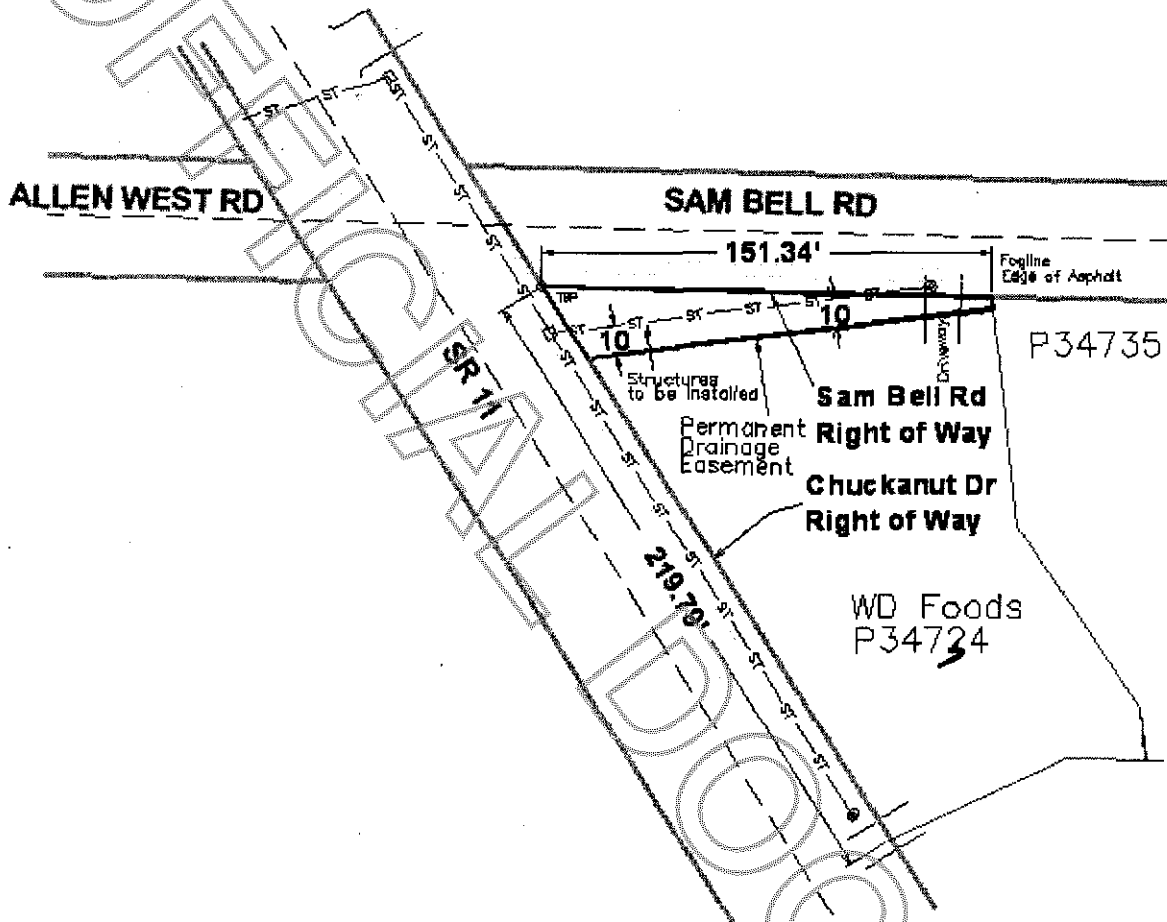
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF THE PACIFIC HWY, AKA STATE ROUTE 11, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO A POINT THAT IS 20 FEET NORTH OF THE NORTH WEST CORNER OF TAX PARCEL No. 34735 AS DESCRIBED IN REAL ESTATE CONTRACT, RECORDED AS AUDITOR'S FILE NO. 709715, VOLUME 11, PAGE 466-469 OF THE SKAGIT COUNTY OFFICIAL RECORDS AND IS THE TRUE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST BOUNDARY OF TAX PARCEL 34735, DESCRIBED IN THE ABOVE MENTIONED AUDITOR'S FILE, A DISTANCE OF 24 FEET, THENCE SOUTHWESTERLY TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROUTE 11 THAT LIES 53 FEET SOUTHEAST OF THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF STATE ROUTE 11, THENCE NORTHWEST ALONG THE SAID EAST RIGHT OF WAY LINE OF STATE ROUTE 11 TO THE INTERSECTION OF THE NORTH LINE OF SAID SUBDIVISION AND THE EAST RIGHT OF WAY LINE OF STATE ROUTE 11, THENCE EAST ALONG NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTH 20 FEET THEREOF FOR COUNTY ROAD..

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON.



EXHIBIT "B"  
DRAINAGE EASEMENT DEPICTION  
Assessor's Parcel Number P34734



**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR GRANTORS' PROPERTY**  
Assessor's Parcel Number **P34734**

That portion of the northwest quarter of the northwest quarter of Section 24, Township 35 North, Range 3 East, W.M., in Skagit County, Washington, described as follows:

Beginning at a point on the north line of said subdivision that is 250 feet South 89°55' East of the east right of way line of the Pacific Highway (SR 11); thence south 175 feet; thence North 89°55' West to the True Point of Beginning of this description, said point being the southwest corner of a tract sold on Contract to Kenneth L. Kester and Faye L. Kester, husband and wife, by instrument dated January 26, 1968 and recorded January 31, 1968 as Auditor's File No. 709715; thence along the west line of said Kester Tract as follows: North 17.61 feet; thence North 33°11'22" West, a distance of 73.07 feet; thence north 96.24 feet, more or less, to a point on the north line of said subdivision that is 20 feet north of the northwest corner of said Kester Tract; thence North 89°55' West along the north line of said northwest quarter of the northwest quarter to the east right of way line of the Pacific Highway (SR 11); thence southeasterly along said right of way line to a point that is North 89°55' West of the True Point of Beginning; thence South 89°55' East to the True Point of Beginning;

EXCEPT the right of way for county road commonly known as the Sam Bell Road along the north line thereof.

AND

That portion of the northwest quarter of the northwest quarter of Section 24, Township 35 North, Range 3 East, W.M., in Skagit County, Washington, described as follows:

Commencing at the northwest corner of said Section 24; thence east along the north line of the northwest quarter of the northwest quarter of said Section 24, a distance of 560.80 feet; thence south 05°00'00" East a distance of 175.67 feet; thence west parallel with the north line of the northwest quarter of the northwest quarter of said Section 24, a distance of 92.32 feet to the True Point of Beginning; thence continue west a distance of 68.58 feet to the northeasterly margin of Chuckanut Drive, also known as the Pacific Highway (SR 11); thence South 33°38'00" East along the northeasterly margin of said Chuckanut Drive (SR 11) a distance of 28.04 feet to a point which bears South 66°15'06" West from the True Point of Beginning; thence North 66°15'06" East a distance of 57.96 feet to the True Point of Beginning.

