

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

R and B Jungquist, LLC  
Attn: Roger Jungquist  
16032 Beaver Marsh Road  
Mount Vernon, WA 98273



201602290073

Skagit County Auditor \$77.00  
2/29/2016 Page 1 of 5 1:14PM

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 29 2016

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

**EASEMENT FOR DRAINAGE**

Grantor (s): *Land Title and Escrow* R AND B JUNGQUIST, LLC,  
a Washington limited liability company  
Grantee (s): *154409-OE* DEVRIES INVESTMENTS,  
a Washington partnership

Additional Grantor(s) on page(s):  
Additional Grantee(s) on page(s):  
Abbreviated Legal:

Lot 1 & 2, SP 00-0062, Ptn N½, S26, T34N, R3E, W.M.  
Tract B, SP 46-81, Ptn S26, T34N, R3E, W.M.

Additional Legal on page(s):  
Assessor's Tax Parcel Nos.:

1 - 2  
340326-1-004-0019, P22771  
340326-1-004-0300, P117417  
340326-2-006-0007, P22785

**THIS AGREEMENT** (the "Agreement"), is made the date set forth below, by and between R AND B JUNGQUIST, LLC, a Washington limited liability company (hereinafter "Grantor") and DEVRIES INVESTMENTS, a Washington partnership (hereinafter "Grantee") who hereby agree as follows:

- 1) R AND B JUNGQUIST, LLC, is the owner of the following described parcel of real property in Skagit County, Washington (hereinafter the "JUNGQUIST Property").

Lot 1 and 2, Short Plat No. 00-0062, approved November 6, 2000, recorded November 8, 2000, under Auditor's File No. 200011080112 and being a portion of the North ½ of Section 26, Township 34 North, Range 3 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situated in the County of Skagit, State of Washington.

Skagit County Assessor's Parcel Numbers P117417 and 22771.

- 2) DEVRIES INVESTMENTS, a Washington partnership, is the owner of the following described parcel of real property in Skagit County, Washington, (hereinafter the "DEVRIES Property"):

Tract B, REVISED SKAGIT COUNTY SHORT PLAT NO. 46-81, approved August 18, 1981 and recorded August 25, 1981 in Volume 5 of Short Plats, Page 119, under Auditor's File No. 8108250001, records of Skagit County, Washington; being a portion of Section 26, Township 34 North, Range 3 East of the Willamette Meridian.

Skagit County Assessor's Parcel Number 22785

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situated in the County of Skagit, State of Washington

- 3) DRAINAGE EASEMENT: The easement conveyed herein is more particularly described as follows:

A perpetual, nonexclusive easement for the installation of a below-grade drain pipe to allow water runoff from the DEVRIES Property, across the JUNGQUIST Property to that ditch located on the west side of the Jungquist Property.

The location of the easement shall be mutually agreed to by Grantor and Grantee, and shall become that ten foot strip centered over the below-grade drain pipe once installed.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

- 4) TERMS OF EASEMENT: This Grantor and Grantee agree the following terms shall control the Easement:

- a. Any installation in the Easement must be a minimum of 24 inches below grade and covered when installation is completed. No open ditches will be created by or on behalf of Grantee after installation, except as necessitated for repairs and maintenance.
- b. Grantee agrees that any installation shall be done in such a way as to not interfere with the farming operations of Grantor and Grantee's installation, repair or

maintenance shall occur in the off-season, between harvest and early March when planting occurs.

- c. In the event Grantee should require access to the Easement during the growing season, Grantee agrees to provide reasonable compensation to Grantor for any damage caused to the crops of Grantor or Grantor's tenant, if any.
  - d. Grantee hereby agrees to hold Grantor harmless and fully indemnify and defend Grantor from any claims if the source of any contamination that flows through the Easement should be caused by Grantee or originate on Grantee's real property.
  - e. Installation and all maintenance and repairs shall be at Grantee's cost and expense.
  - f. Grantor makes neither guarantee of use nor conveyance of any rights as relates to the ditch on the west side of the JUNGQUIST Property.
- 5) **TERMINATION OF EASEMENT:** This easement shall remain in effect in perpetuity, until terminated by one of the following: (i) mutual written and recorded agreement of the Grantor and Grantee; or (ii) by the operation of law.
- 6) NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:
- Grantor hereby quitclaims to Grantee the Easement, over under and across the JUNGQUIST Property, which Easement is more particularly described above.
- 7) This easement is to be held by the owners, their heirs and successors and assigns as appurtenant to the JUNGQUIST Property and the DEVRIES Property. The benefits, burdens and covenants of this easement shall be deemed to run with the land and bind the owners of the JUNGQUIST Property and the DEVRIES Property, and their respective heirs, successors, and assigns and all persona possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 8) For the purpose of construing or interpreting this Easement, the Easement is deemed to have been drafted equally by all parties hereto, and shall not be construed strictly for or against any member of any party. In the event of any dispute arising out of this agreement, the prevailing party shall be entitled to recovery of attorney's fees.

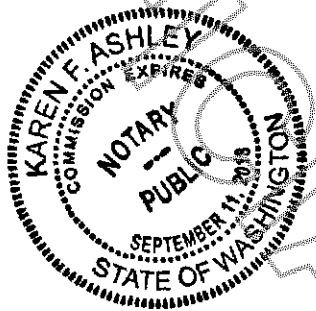
IN WITNESS WHEREOF, the parties signed this Easement Agreement as of the date set forth below.

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Ray DeVries is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Partner \_\_\_\_\_ of DEVRIES INVESTMENTS, a Washington partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: February 29, 2016

Karen Ashley  
(Signature)

NOTARY PUBLIC  
Karen Ashley

Print Name of Notary

My appointment expires: 9-11-2018