



RETURN TO:

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TITLE OF DOCUMENT:	EASEMENT FOR RAIN GARDEN FACILITIES
GRANTOR:	PW CREEK, INC.
GRANTEE:	PW CREEK, INC., TWIN BROOKS COMMUNITY ASSOCIATION and CITY OF MOUNT VERNON, a Municipal Corporation
ABBREV. LEGAL DESCRIPTION:	TRACT E, TWIN BROOKS PHASE 2, AF# 2 01503180026, and LOTS 30-33, TWIN BROOKS PHASE 3, AF# <u>201604150158</u>
FULL LEGAL DESCRIPTION	EXHIBITS "A", "B" and "C" [pp. 4, 5 & 6]
ASSESSOR'S TAX PARCEL NO.:	<del>201604150158</del> <u>P132811</u>

**EASEMENT FOR RAIN GARDEN FACILITIES**

This Easement is made by PW CREEK, INC., a Washington Corporation (hereinafter referred to as the "Grantor"), for the use and benefit of PW CREEK, INC., a Washington Corporation, TWIN BROOKS COMMUNITY ASSOCIATION, a Washington Nonprofit Miscellaneous and Mutual Corporation, and CITY OF MOUNT VERNON, a Municipal Corporation (hereinafter collectively referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor has reserved certain Development Rights in that certain Declaration of Covenants for Twin Brooks recorded among the Land Records of Skagit County, Washington at Auditor's File No. 201503180027 with respect to a tract of land which is hereinafter referred to as "Parcel A", and which is legally described as follows:

See attached Exhibit A.

B. The Grantee, PW CREEK, INC. is the sole owner in fee simple of certain parcels of land which are hereinafter collectively referred to as "Parcel B", as to which the Grantee TWIN BROOKS COMMUNITY ASSOCIATION has certain maintenance responsibilities, which Parcel is legally described as follows:

See attached Exhibit B.

C. The Grantor wishes to grant and the Grantee has indicated a need to receive easements on, over, under and across those portions of Parcel A which are hereinafter referred to as the "Easement Area" and which portions are described as follows:

See attached Exhibit C.

D. By way of background, the Grantor, contemporaneously herewith, is in the process of platting certain land that adjoins Parcel A and that includes the land described in Parcel B; upon dedication of the Plat for such land, such land will be known as Twin Brooks Phase 3, the legal description for which appears in Exhibit B attached hereto. Certain drainage improvements known as "rain gardens" to be constructed by Grantor to serve Lots 30-33, Twin Brooks Phase 3, are partially located outside of the boundary of Phase 3, in Parcel A. An easement over portions of Parcel A is thus necessary to secure necessary maintenance, repair, replacement and inspection of the rain garden facilities.

Now, therefore, in consideration of One Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does by these presents:

1. **GRANT OF EASEMENT - PURPOSES.** The Grantor hereby grants to the Grantee, as and for an easement appurtenant to Parcel B, a perpetual, nonexclusive easement for ingress, egress and inspection, and for the installation and perpetual maintenance of rain garden drainage facilities, on, over, under and across the Easement Area in Parcel A. Specifically, the owners of Lots 30-32, Plat of Twin Brooks Phase 3 and City of Mount Vernon shall have rights of ingress, egress and inspection of the rain garden facilities. Twin Brooks Community Association shall have rights of ingress, egress, inspection and perpetual maintenance responsibility for the rain garden facilities, as provided in that certain Declaration of Covenants for Twin Brooks recorded among the land records of Skagit County, Washington at Auditor's File No. 201503180027, as amended.


2. **RESTRICTIONS ON USE OF EASEMENT AREA.** Use of the Easement Area is intended to be consistent with the needs of lawful owners of the Lots in Parcel B and Twin Brooks Community Association, consistent with all Notes affecting same appearing on the Plat of Twin Brooks Phase 3.

3. **RUNNING OF BENEFITS AND BURDENS.** The grant of easement contained herein, along with any and all benefits and burdens arising therefrom, and all covenants, conditions, restrictions and reservations included herein are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the above-described Parcels owned by Grantor and Grantee, and which shall be binding upon both Parcels, and upon their respective owners and occupiers, and upon the respective heirs, personal representatives, successors and assigns of such parties, through all successive transfers of either Parcel and/or the granting of any

security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of governmental tax, levy or assessment of any kind.


IN WITNESS WHEREOF the Grantor has caused this instrument to be executed this 11<sup>th</sup> day of April, 2016.

PW CREEK, INC.

By   
BRIAN GENTRY, its President

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 15 2016

Amount Paid \$ 0  
Skagit Co. Treasurer  
By  Deputy

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF SKAGIT         )

I hereby certify that I know or have satisfactory evidence that BRIAN GENTRY is the person who appeared before me, and said person acknowledged that ~~(s)~~he signed this instrument, on oath stated that ~~(s)~~he was authorized to execute the instrument and acknowledged it as the President of the Grantor, PW CREEK, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: APRIL 11<sup>TH</sup>, 2016.

STEVEN G. BAUGHN  
STATE OF WASHINGTON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES  
01-29-18

  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 01-29-2018

**EXHIBIT A**

**Legal Description of Grantor's Parcel**

Tract E, "Plat of Twin Brooks Phase 2, LU-05-024", approved February 27, 2015, and recorded March 18, 2015, under Auditor's File No. 201503180026, records of Skagit County, Washington.

Parcel No. 132812

**EXHIBIT B**

**Legal Description of Grantee's Parcel**

Lots 30-33, inclusive, "Twin Brooks Phase 3, LU-05-024", approved APRIL 15,  
2016 and recorded APRIL 15, 2016, at Auditor's File No. 201604150158,  
Records of Skagit County, Washington.

Parcel No. P132811

**EXHIBIT C**

**Legal Description of Easement Area**

A 10 foot wide private drainage easement over Tract E, "Plat of Twin Brooks Phase 2, LU-05-024", approved February 27, 2015, and recorded March 18, 2015, under Auditor's File No. 201503180026, records of Skagit County, Washington, more particularly described as follows:

Commencing at the common corner between Tract E, Tract D and Tract J, Plat of Twin Brooks Phase 2, LU-05-024;

Thence South 45° 09' 27" East, 52.78 feet along the common line between Tract E and Tract D;

Thence continuing along the said common line South 1°20' 17" West, 159.22 feet to the Point of Beginning;

Thence continuing along said common line South 83° 28' 36" East, 160.66 feet;

Thence North 6° 31' 24" East, 10.00 feet;

Thence North 83° 28' 36" West, 161.56 feet to the said common line between Tract E and Tract D;

Thence along said common line South 1°20' 17" West, 10.04 feet to the Point of Beginning.

Situate in the County of Skagit , State of Washington.