



202104160167

04/16/2021 04:08 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

Recording Requested by &
When Recorded Return to:

Skagit County Public Works
Attn: Karina Siliverstova
1800 Continental Place
Mount Vernon, Washington 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Beor
DATE 4/16/21

DOCUMENT TITLE: Drainage Easement

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): Stanton C.G. Olson, a single person

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

ASSESSOR'S TAX / PARCEL NUMBER(S): P100070 (XrefID: 340430-4-010-0100)

ABBREVIATED LEGAL DESCRIPTION: The Southwest ¼ of the Southeast 1/4 of section 30, township 34N, Range 04 East W.M. Situate in Skagit County, State of Washington.

DRAINAGE EASEMENT

The undersigned, **Stanton C.G. Olson**, a single person (“Grantor” 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 Drainage Easement for storm water discharge, drainage lines, drainage structures, culverts, mowing, vegetation management, and other potential drainage infrastructure (“Easement”) as follows provided herein. Grantor 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 Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under portions of Grantor’s Property, such Easement area 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 (including, but not limited to, mowing and vegetation management), 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 Grantor specifically recognizes and agrees 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) Grantor's Property pursuant to the terms of this Easement. The Grantee (including Grantee's employees, agents, and contractors) shall have a perpetual right of access to the Easement area via and through the Grantor's 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 Grantor. A legal description of the Grantor's Property is attached hereto as *Exhibit "A"*, and is hereby incorporated by reference. Grantor specifically recognizes and agrees that the Grantee is not responsible or liable for any damages or drainage impacts to Grantor's Property resulting from this Easement. Grantor releases and holds harmless Grantee from any drainage impact or damages to Grantor's Property resulting from and/or related to this Easement. Grantor shall be solely and separately liable and responsible for any drainage impact to Grantor's Property arising from and/or related to this Easement. The Grantor further recognize and agree that Grantor 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 Easement area, and that any such private driveway(s) and/or 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 determined to be necessary or appropriate by Grantee, the Grantee shall have the right to (but shall not be required to) enter upon the Grantor's Property, within the Easement 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. Grantor 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 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 Easement area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement area, without written consent of Grantee, provided Grantor shall otherwise have full use of the surface of the real property within the Easement area, so long as such use does not interfere with the Grantee's use of the Easement area 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 Grantor's Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor have good title to the Grantor's Property and warrant the Grantee title to and quiet enjoyment of the Easement area. 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 arising from or relating to 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. Grantee does not represent Grantor. 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.

GRANTOR:

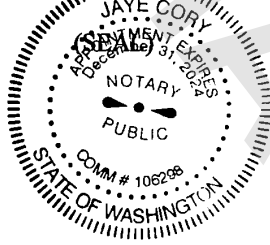
DATED this 22 day of March, 2021.

Stanton C.G. Olson
Stanton C.G. Olson, a single person

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **Stanton C.G. Olson**, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he executed the forgoing instrument as his free and voluntary act for the uses and purposes herein mentioned.

DATED this 22 day of March, 2021



Jaye Cory
Notary Public
Print name: Jaye L Cory
Residing at: Catalan, Ore
My appointment expires: 12-31-2024

GRANTEE:
DATED this 12 day of April, 2021.

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

Lisa Janicki
Lisa Janicki, Chair

Peter Browning
Peter Browning, Commissioner

Ron Wesen
Ron Wesen, Commissioner

Attest:
Kari Williams
Clerk of the Board

Authorization per Resolution: R20160001

Recommended:
[Signature]
Department Head

County Administrator

Approved as to form:
[Signature] 3/30/21
Civil Deputy Prosecuting Attorney

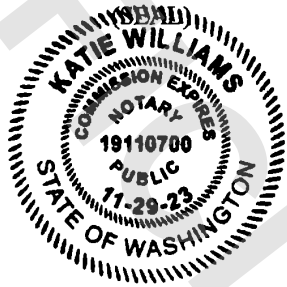
Approved as to indemnification:
[Signature] 3/31/21
Risk Manager

Approved as to budget:
[Signature]
Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Lisa Janicki, Ron Wesen and/or Peter Browning 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.

DATED this 12 day of April, 2021.



Katie Williams

Notary Public
Print name: Katie Williams
Residing at: Skagit County
My appointment expires: 11-29-2023

EXHIBIT "A"
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
Skagit County Assessor Tax Parcel No.: P100070

Per Quit Claim Deed under auditors' file no. 201008050051, records of Skagit County, Washington.

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the county road running along the East side of Britts Slough and being a portion of Skagit County Short Plat No. 58-81 Revised as recorded in Volume 5 of Short Plats at Page 157, as Auditor's File No. 8I 1231006S, records of Skagit County, Washington; EXCEPT road; EXCEPT that portion conveyed to Skagit County for road purposes by deed dated June 30, 1959, and recorded July 17, 1959, as Auditor's File No. 583297; ALSO EXCEPT drainage District No. 23 Rights-of-Way; ALSO EXCEPT that portion thereof, if any, lying within the Right-of-way of Dike District No. 3; being more particularly described as follows:

Commencing at the intersection of the West line of said subdivision with the South line of the Britt Slough Road;

Thence S 0°06'26" E along said West line a distance of 510 feet to the Southwest corner of that tract of land conveyed to Stanton C.G. Olson, Grantee from Julie Marie Olson, Grantor by that instrument dated January 11, 2002 and recorded January 16, 2002 under Auditor's File No. 200201160011, records of Skagit County, Washington, and which point is the TRUE POINT OF BEGINNING of this property description;

Thence N 89°53'34" E, along the South line of said Stanton Olson tract to the Southeast corner thereof, at right angles to said West line a distance of 190 feet;

Thence N 0°06'26" W, parallel with the West line of said subdivision along the East line of said Stanton Olson tract, a distance of 410.99 feet, more or less, to the Northeast corner of said Stanton Olson tract at a point on a curve along the South line of the Britt Slough Road, at which point the tangent to said curve bears S 63°05'47" E;

Thence in a Southeasterly direction along the South line of the Britt Slough Road on a curve to the left having a radius of 603.00 feet and a central angle of 10°35'28", an arc distance of 111.46 feet;

Thence S 0°06'26" E, parallel with the West line of said subdivision, a distance of 183.61 feet; thence N 75°19'21" W, a distance of 85.21 feet;

Thence S 5°15'20" W, a distance of 224.86 feet to a point which bears S 0°06'26" E, a distance of 15.93 Feet from the Southeast corner of said Stanton Olson tract; thence N 86°22'36" W, a distance of 190.40 feet, more or less, to the West line of said subdivision; thence N 0°06'26" W along said West line a distance of 3.54 feet, more or less, to the True Point of Beginning, and containing 0.55 acres, more or less.

Situate in the County of Skagit, State of Washington.

EXHIBIT "B"
DESCRIPTION FOR DRAINAGE EASEMENT AREA
Skagit County Assessor Tax Parcel No.: P100070

A permanent easement for drainage, mowing and maintenance, within portions of the southwest quarter and the southeast quarter of section 30, township 34 North, Range 4 East, W.M., Skagit County, Washington, more particularly described as follows:

A strip of land 15.00 feet in width, lying northerly of the northeasterly top of bank of Britt Slough;
Together with a strip of land 15.00 feet in width, lying southerly of the southwesterly top of bank of Britt Slough;

Except county road right of way.

All within the above described parcel in Exhibit A

Situate in the County of Skagit, State of Washington.

EXHIBIT "C"
DRAINAGE EASEMENT AREA DEPICTION
Skagit County Assessor Tax Parcel No.: P100070

