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04/16/2021 04:08 PM Pages: 1 of 10 Fees: \$112.50  
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 Beav  
DATE 4/16/21

DOCUMENT TITLE: Drainage Easement

REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*

GRANTOR(S): **Olson Family Farms, LLC**, a Washington limited liability company.

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

ASSESSOR'S TAX / PARCEL NUMBER(S): **P130205** (XrefID: 340430-4-010-0200)

ABBREVIATED LEGAL DESCRIPTION: SE ¼ OF SECTION 30, TOWNSHIP 34 N, RANGE 04 EAST, Situate in Skagit County, Washington.

**DRAINAGE EASEMENT**

The undersigned, **Olson Family Farms, LLC**, a Washington limited liability company ("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, 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, 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 recognizes and agrees 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. Grantor further agrees 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 Grantors' Property and shall be binding upon Grantee and Grantors and their respective successors, heirs and assigns. Grantors warrant that Grantors have good title to the Grantors' 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:**

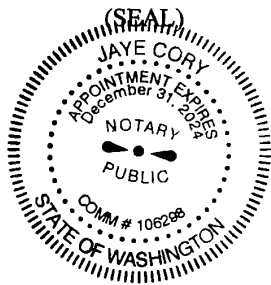
DATED this 22 day of March, 2021.

Stanton C. G. Olson  
**Olson Family Farms, LLC**, a Washington limited liability company.  
By (print name): Stanton C. G. Olson  
Its (title): \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Stanton C. G. Olson as the Co-owner of Olson Family Farms, a Washington limited liability company, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they executed the forgoing instrument as their duly authorized 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 Cory  
Residing at: Cashan Dale  
My appointment expires: 12-31-2024

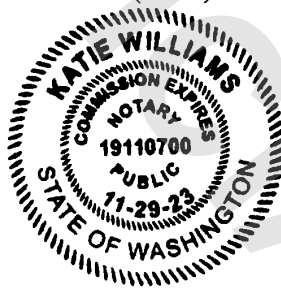


STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

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.

(SEAL)



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.: P130205**

That portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  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 Britt Slough and being a portion of Skagit County Short Plat No. 58-81 Revised as recorded in Volume 5 of Short Plats page 157 under Auditor's File No. 8112310065, records of Skagit County, Washington; 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 South  $0^{\circ}06'26''$  East along said West line a distance of 510 feet of 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; thence North  $89^{\circ}53'34''$  East, 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 North  $0^{\circ}06'26''$  West, 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 South  $63^{\circ}05'47''$  East; 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  $18^{\circ}28'57''$ , an arc distance of 194.51 feet to the true **point of beginning** of this property description; thence South  $3^{\circ}46'40''$  East, a distance of 173.76 feet; thence South  $14^{\circ}35'36''$  East, a distance of 61.38 feet; thence South  $9^{\circ}19'37''$  East, a distance of 65.68 feet; thence North  $86^{\circ}34'49''$  East, a distance of 621.95 feet, more or less, to a point on a curve along the Westerly line of the Britt Slough Road having a radius of 288.31 feet, at which point the tangent to said curve bears South  $15^{\circ}41'27''$  East; thence Northerly and Westerly along the Westerly and Southerly line of said road to the **point of beginning**. EXCEPT road;

AND 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;

TOGETHER WITH a non-exclusive 20 foot wide Easement as established in deed recorded August 5, 2010 under Auditor's File No. 201008050052 over, across and under the following described tract:

That portion of the Southwest<sup>1</sup>/<sub>4</sub> of the Southeast<sup>1</sup>/<sub>4</sub> of Section 30, Township 34 North, Range 4 East, W.M., lying South and West of the County road commonly referred to as Britt Road, formerly Britt Slough Road, running along the East side of Britt Slough, described as follows:

Commencing at the intersection of the West line of said subdivision with the South line of the Britt Slough Road; thence South 0°06'26" East 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 Mari Olson, Granter by that instrument dated January 11, 2002 and recorded January 15, 2002 under Auditor's File No. 200201160011, records of Skagit County, Washington; thence North 89°53'34" East, 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 North 0°06'26" West, 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 South 63°05'47" East; 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 central angle of 18°28'57", an arc distance of 194.51 feet to the most Northeasterly corner of the Randall Olson, etal property as Boundary Line Adjusted on or about this date; thence South 3°46'40" East along the East line of said Randall Olson, etal Boundary Line Adjustment property, a distance of 101.63 feet to the true **point of beginning** of this 20 feet wide Easement Description; thence continuing Southerly along the East line of said Randall Olson, etal Boundary Line Adjustment Property along the following courses and distances:

South 3°46'40" East, a distance of 72.67 feet; South 14°35'36" East, a distance of 61.38 feet; South 9°19'37" East, a distance of 65.68 feet to the Southwest corner of the Rodney Olson Estate property as Boundary Line Adjusted on or about this date; thence South 80°40'23" West, at right angle thereto, a distance of 20.00 feet; thence Northerly along a line 20 feet distant when measured at right angles to the West line of said Rodney Olson Estate property as Boundary Line Adjusted on the following courses and distances: North 9°19'37" West, a distance of 64.67 feet; North 14°35'36" West, a distance of 62.35 feet; North 3°46'40" West, a distance of 63.38 feet, more or less, to a point which bears South 56°59'27" West from the true point of beginning; thence North 56°59'27" East, a distance of 22.92 feet, more or less, to the true **point of beginning**.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON



**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR DRAINAGE EASEMENT AREA**  
**Skagit County Assessor Tax Parcel No.: P130205**

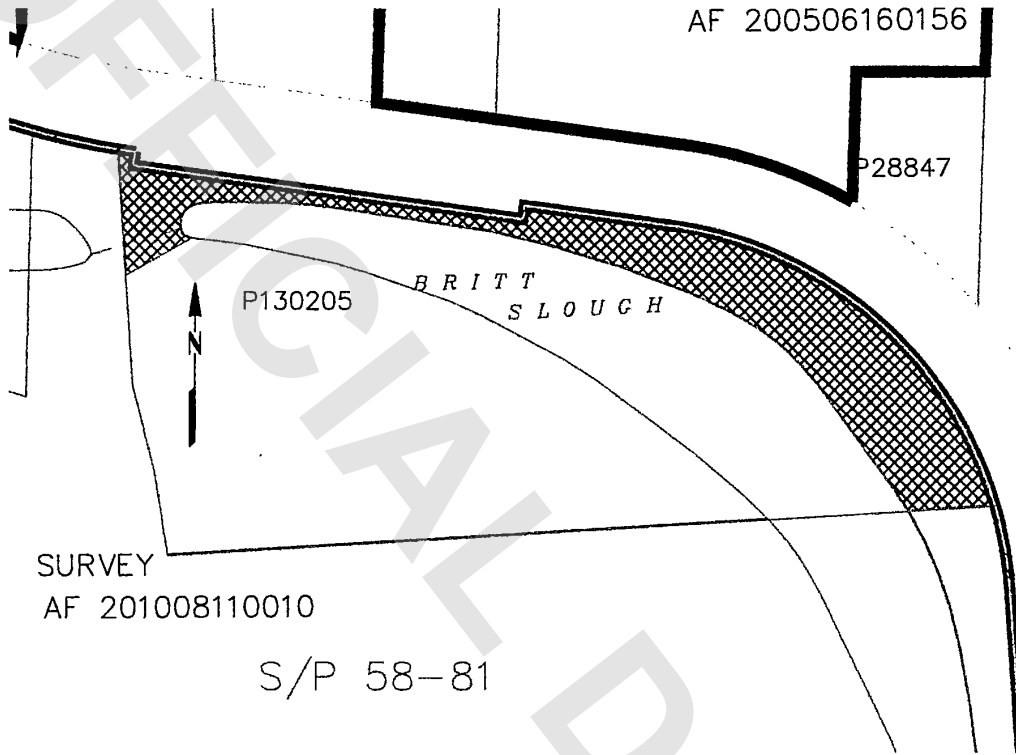
AN EASEMENT FOR THE PURPOSES OF DRAINAGE AND THE MAINTENANCE THEREOF, LYING WITHIN A PORTION OF THE PARCEL DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER AUDITOR'S FILE NO. 201210230019, RECORDS OF SKAGIT COUNTY, WASHINGTON AND THIS DOCUMENT AS EXHIBIT "A", EASEMENT AREA MORE PARTICULAR DESCRIBED AS FOLLOWS;

ANY PORTION OF LAND LYING NORTHERLY AND EASTERLY OF THE NORTH AND EAST TOP BANKS OF BRITT SLOUGH AND LYING SOUTHERLY AND EASTERLY OF THE SOUTH RIGHT-OF-WAY MARGIN OF BRITT ROAD;

TOGETHER WITH A PORTION OF LAND LYING SOUTHERLY OF SAID SOUTH RIGHT-OF-WAY MARGIN AND NORTHERLY OF A LINE WHICH IS 15.00 FEET SOUTH AND AT RIGHT ANGLES TO THE CENTER OF THE CULVERT PASSAGE FROM THE WEST BOUNDARY LINE OF SAID PARCEL AND EXTENDING EASTERLY TO THE WEST TOP OF BANK OF SAID BRITT SLOUGH.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT "C"**  
**GRAPHIC DEPICTION OF DRAINAGE EASEMENT AREA**  
**Skagit County Assessor Tax Parcel No.: P130205**



S/P 58-81

**\*Not to Scale**