

200103060476



200103060476
03/06/2001 02:52 PM Snohomish County
P.0009 RECORDED

NO EXCISE TAX
RECORDED

MAR 06 2001

BOB DANTINI, Snohomish County Treasurer
By BOB DANTINI

Return Address
Snohomish County Property Manager
Administrative Annex
3000 Rockefeller Ave
Everett, WA 98201
PDS Reference PFN 99-110457

Drainage Easement

Grantor(s) hereinafter referred to as **Grantor**:

- 1 Dale V. Fincher
- 2 Christine M. Fincher
- 3

Grantee: Snohomish County hereinafter referred to as **County**, a Political Subdivision under the Laws of the State of Washington

Legal description of property crossed or encumbered by easement
Abbreviated A portion of the NE 1/4 of 16-31-05

(if applicable insert lot, Block Plat Name), and/or as described in Exhibit(s) " A " (typically Exhibit A)

Legal description of easement area as described in Exhibit(s) " B " (typically Exhibit B),

as located in SW qtr / NE qtr Sec 16 Twp 31 N, Rge 05 E., WM

Reference Number(s) of documents assigned, released, or modified

Additional reference numbers on page(s) of document(s)

Assessor's Property Tax Parcel/Account Number(s) of property(s) crossed by the drainage easement
310516-001-004-00, 310516-001-012-00

This agreement is made by and between the Grantor and County and constitutes the entire agreement between the parties. The rights and obligations of the Grantor and County shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. The Grantor agrees that this easement touches and concerns the land described in Exhibit(s) A (typically Exhibit A), and that this easement shall run with the land

The Grantor acknowledges the conveyance of a non-exclusive perpetual stormwater drainage easement with rights and privileges over, across, under and upon the lands of the Grantor in favor of the County as necessary to address water quantity and quality control, and drainage facility maintenance as related to the protection of real property, drainage infrastructure, and natural resources of the Grantor, downstream property owners, and the general public

The Grantor in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the County, its agents, contractors, successors, and assigns, a non-exclusive perpetual easement for a stormwater drainage system together with the right, privilege and authority to construct, operate, maintain, repair, or rebuild an enclosed and/or open stormwater drainage system, or combinations thereof, with necessary appurtenances, across, over, under and upon the premises situated in Snohomish County, Washington described in Exhibit(s)

B (typically Exhibit B)

The scope of this easement shall be adequate to provide for a stormwater drainage system and use of the easement shall be subject to the following conditions

1 The County shall have the right of ingress and egress to the easement from adjacent lands of the Grantor for the purposes described above and to provide for trench stabilization during the construction, maintenance or repair of drainage control facilities. This agreement shall not provide the general public with the right of ingress and egress to the easement area

2 The Grantor retains all rights to the easement area, PROVIDED that the Grantor's exercise of such rights do not interfere with the County's rights under this easement. The Grantor agrees not to interfere with the County's ability to use or maintain the drainage facilities. Interference includes, but is not limited

to, physically modifying the easement area such as altering topography, installing fences, structures, rockeries, walls or other like improvements.

planting of difficult to restore landscaping, piling or storage of dirt, trash garbage, debris or other materials. The Grantor shall, upon receipt of written notice from the County, remove cited interferences from the easement area which prevent proper use of the drainage system. The County Department of Public Works may grant written permission to the Grantor to physically modify the easement area upon receipt of a written request.

3 The Grantor authorizes the County to cut and remove any vegetation or remove any physical interferences which, in the sole judgment of the County, constitutes an interference with, or obstruction or hazard to, the County's use of the easement. The Grantor holds the County, its officers, employees, and agents harmless from damage caused by the removal of vegetation or physical interferences from the easement.

4 The County when exercising its easement rights shall endeavor to notify Grantor of the intended activity and shall endeavor to restore the premises to a neat and proper order. Obstructions or interferences which in the County's opinion reduce the County's ability to maintain the easement area shall not be required to be restored.

5 The Grantor covenants that they are the owners of the property on which the easement is situated, they have the right to convey the easement interest in the property described in Exhibit(s) A (typically Exhibit A), and that title to the property is free and clear of any encumbrances which would interfere with the ability to grant the easement.

Granted this 12th day of January, 2001

Signature(s) Dale Fincher
Christine M. Fincher

Printed Name(s) Dale Fincher
Christine M. Fincher

Title of Authorized Representative(s)
(if signing on behalf of a corporation)

Additional Signatures (if needed)

Note Signature(s) of Grantor(s) must be acknowledged by appropriate Notary Form

Accepted and approved
for Snohomish County Executive and
Snohomish County by

[Signature] STEPHEN L. HOPE Date Feb 28, 2001
Executive Director

Approved as to Form

[Signature] Date 2/8/01

Attachments

(Individual form)
STATE OF WASHINGTON)
COUNTY OF SNOTOMISH) ss

On this 12th day of January, 2001
before me the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared

Dale Fincher
Chris Fincher

to me known to be the individual(s) that executed the foregoing instrument, and
acknowledged that said instrument to be (his/her or their) free and voluntary act
and deed, for the uses and purposes therein mentioned, and on oath stated
that ~~they~~ were authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above
written

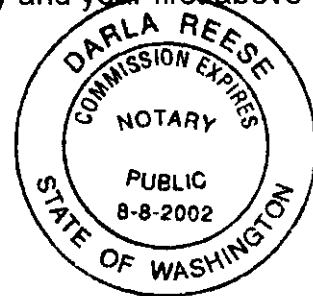
Signature

Darla Reese

Printed or Typed Name

Darla Reese

My appointment expires on *8-8-2002*



(Corporate form)
STATE OF WASHINGTON)
COUNTY OF) ss

On this _____ day of _____, 20____
before me the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared _____

and _____
to me known to be the _____ (President) and _____ of _____

the corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal affixed is the
corporate seal of said corporation

Witness my hand and official seal hereto affixed the day and year first above
written

Signature

Printed or Typed Name

My appointment expires on

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Grantor's Initials *D.R. C.F.*

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EXHIBIT "A"

THE SOUTH 10 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M IN SNOHOMISH COUNTY, WASHINGTON, LESS THAT PORTION LYING WITHIN THE COUNTY ROAD

200103060476

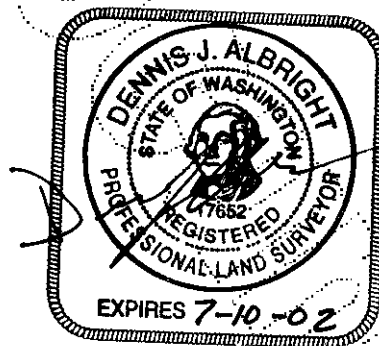
Exhibit "B"

Legal description for the Public
Drainage Easement to benefit Evergreen Meadows
PFN 99 110457

That portion of the North Half of Section 16, Township 31 North, Range 5 East
WM, described as follows,

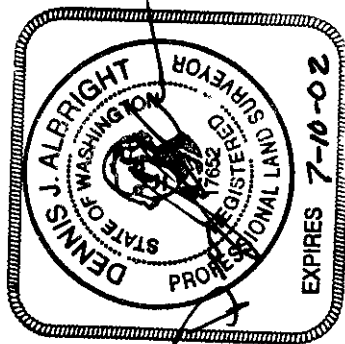
Commencing at the East Quarter corner of said Section 16, Thence North $88^{\circ} 02' 52''$ West along the centerline of said section a distance of 2058.52 feet to the **TRUE POINT OF BEGINNING**; Thence North $35^{\circ} 50' 17''$ West 13.06 feet, Thence along a curve to the left having a radius of 25.00 feet through a central angle of $52^{\circ} 12' 35''$ an arc distance of 22.78 feet, Thence North $88^{\circ} 02' 52''$ West 10.44 feet, Thence along a curve to the right having a radius of 5.00 feet through a central angle of $90^{\circ} 00' 00''$ an arc distance of 7.85 feet, Thence North $1^{\circ} 57' 08''$ East 19.52 feet, Thence North $88^{\circ} 02' 52''$ West 20.00 feet, Thence South $1^{\circ} 57' 08''$ West 19.52 feet, Thence along a curve to the left having a radius of 25.00 feet through a central angle of $90^{\circ} 00' 00''$ an arc distance of 39.27 feet to the centerline of said Section 16, Thence South $88^{\circ} 02' 52''$ East along said line a distance of 38.20 feet to the **TRUE POINT OF BEGINNING**.

Containing 1449 square feet

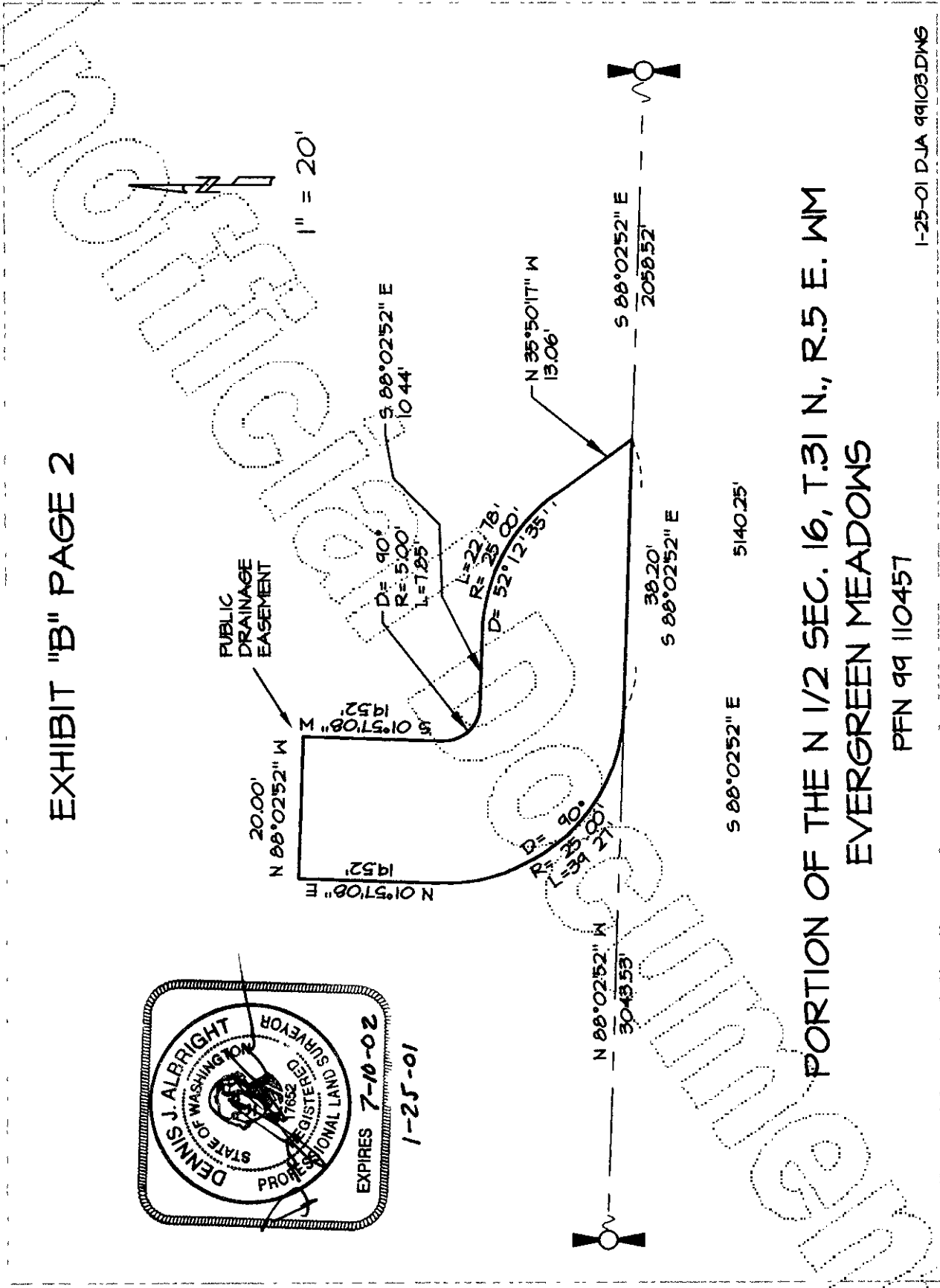


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EXHIBIT "B" PAGE 2



1-25-01



PORTION OF THE N 1/2 SEC. 16, T.31 N., R.5 E. WM
EVERGREEN MEADOWS

PFN 99 110457

1-25-01 DJA 99103.DWG

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