

Return Address:
Snohomish County Property Manager
3000 Rockefeller Avenue
Mail Stop 404
Everett, WA 98201-4046
PDS Reference PFN: _____

Drainage Easement

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

- 1.
- 2.
- 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:

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

Legal description of easement area as described in Exhibit(s) “ *”(typically Exhibit B),*
as located in *qtr./* *qtr.* Sec. Twp. N., Rge. E., W.M.

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:

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) _____(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) _____(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) _____ (*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.

Drainage Easement

PFN _____

Granted this _____ day of _____, 20__

Signature(s): _____

Printed
Name(s): _____

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:

_____ Date: _____
Director
Snohomish County
Department of Planning and
Development Services

Attachments:

**CONSENT TO AND APPROVAL OF
DRAINAGE EASEMENT**

_____ (*lender*), the current Beneficiary of a Deed of Trust recorded under AFN _____, records of Snohomish County, which deed of trust encumbers the real estate described in Exhibit _____ of the attached Drainage Easement, does hereby consent to the establishment of said covenant

Signed: _____

Title: _____

Date: _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____
(print name) _____

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that

is/are the person(s) who appeared before me, and said person(s) acknowl-
edged that (he/she/they) signed this instrument and acknowledged it to be
(his/her/their) free and voluntary act for the uses and purposes mentioned in
the instrument.

Dated: _____

Signature: _____
(print name) _____

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires _____

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that

_____ is the person
who appeared before me, and said person acknowledged that (he/she/they)
signed this instrument , on oath stated that (he/she/they) was/were authorized
to execute the instrument and acknowledged it as the
_____ of _____
to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated: _____

Signature: _____
(print name) _____

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires _____