

JERRY McINTURFF  
SKAGIT COUNTY AUDITOR

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DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that Leo H. Kent and  
Wilda I. Kent, husband and wife, ("Grantors") owners of the  
following described real property in Skagit County, Washington:

Parcel A: That portion of Government Lot 1 in  
Section 13, Township 35 North, Range 1 East of the  
Willamette Meridian, described as follows:

The East 75 feet of Subdivision "E" of "Referee's Plat  
of the South Half of the Southeast Quarter, Section 11;  
Lot 1, Section 13 and Lots 1 and 2, Section 14, Town-  
ship 35 North, Range 1 East of the Willamette Meridian,  
together with tidelands of the second class to the line  
of mean low tide, situate in front of, adjacent to and  
abutting upon said tract, and lying between the East  
and West lines of said tract, produced South.

Parcel B: That portion of the Southwest Quarter of the  
Southwest Quarter of Section 12, Township 35 North,  
Range 1 East, W.M. described as follows:

The South 210 feet of the East 30 Rods of Southwest  
Quarter of the Southwest Quarter except the East  
240.83 feet thereof and also except any portion thereof  
lying West of the existing county road known as South  
Shore Drive.

and do hereby declare and dedicate an easement for the  
benefit of Parcel B over and upon the westerly 10 feet of  
Parcel A for a pedestrian right-of-way and access to and from  
and between Guemes Channel and said parcel B; and for the  
northerly 298 feet of said easement, for the purpose of  
installing, constructing, operating, maintaining, removing,  
repairing, replacing and using a septic system interceptor of a  
diameter not to exceed six (6) inches, together with an  
easement in and under a 60' x 30' portion of said Parcel A

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for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a drainfield connected to said interceptor (the "drainfield easement") said drainfield easement being situated adjacent to and easterly of said right-of-way easement beginning at a point on the easterly boundary of said 10 foot easement 268 feet southerly of the northern boundary of said Parcel A, thence 60 feet easterly on a line parallel with said northerly boundary; thence 30 feet southerly on a line parallel to the westerly boundary of said Parcel A; thence 60 feet westerly on a line parallel with the northerly boundary of the said Parcel A; thence northerly along the easterly boundary of said 10 foot easement to the point of beginning, said easements being granted for the benefit of Parcel B for the purpose of serving a septic tank located thereon.

The easements herein granted shall be non-exclusive, shall be perpetual and shall run with the land. Parcel B and its subsequent owner shall be deemed the grantee or beneficiary of the easements and shall exercise its or their rights thereunder so as to minimize and avoid, if reasonably possible, interference with grantors', together with their successors in interest, use of the property for their own enjoyment, shall at all times maintain the septic system and drainfield in accordance with all laws, rules, regulations and standards of all public entities or agencies having jurisdiction over

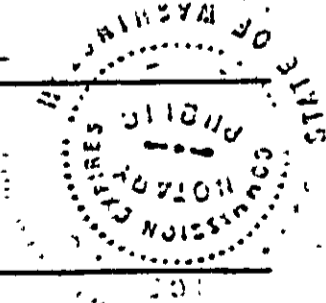
such matters, shall not permit surface seepage nor noxious odors nor shall its use of such interfere in any way with full use by owner of the surface of Parcel A, and upon any construction, maintenance or repair, shall promptly remove all debris and promptly restore the premises to the same condition as existed prior thereto. Upon cessation of use of the easement for the septic system for a period of three (3) consecutive years, all of grantee's or beneficiary's rights hereunder shall terminate and revert to Grantor.

In the event of breach of any of grantee's or beneficiary's obligations hereunder, the Grantor may effect the necessary repairs or maintenance and may charge to and recover from grantee the reasonable cost thereof plus interest at the prime rate from time to time currently quoted by the three largest banks (averaged) in the Seattle metropolitan area. In the event of dispute between the parties, reasonable expenses of resulting litigation, including attorneys fees, shall be assessed in favor of the prevailing party.

EXECUTED as of the 3rd day of November, 1986.

L. H. Kent  
LEO H. KENT

Wilda I. Kent  
WILDA I. KENT



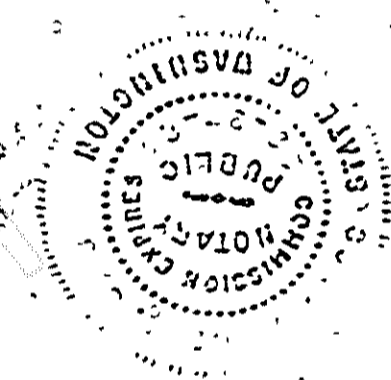
ACKNOWLEDGEMENT

State of Washington)  
County of Skagit)

On this day personally appeared before me  
Leola Kent & Wilda Kent to be  
known to be the individual described in  
and who executed the within and foregoing  
instrument and acknowledged to me that they  
signed the same as ~~the~~ free and voluntary  
act and deed for the uses and purposes there-  
in mentioned.

Constance L. Quinn  
Notary Public in and for the State of Wash-  
ington, residing at Anacortes

Date: 11-3-86 Comm expires 12-27-86



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such matters, shall not permit surface seepage nor noxious odors nor shall its use of such interfere in any way with full use by owner of the surface of Parcel A, and upon any construction, maintenance or repair, shall promptly remove all debris and promptly restore the premises to the same condition as existed prior thereto. Upon cessation of use of the easement for the septic system for a period of three (3) consecutive years, all of grantee's or beneficiary's rights hereunder shall terminate and revert to Grantor.

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EXECUTED as of the 3rd day of November, 1986.

Leo H. Kent  
LEO H. KENT

Wilda I. Kent  
WILDA I. KENT

