

When Recorded Return To:

Aaron M. Rasmussen  
Attorney at Law, P.S.  
1101 Eighth Street, Suite A  
Anacortes, Washington 98221



200804020015

Skagit County Auditor

4/2/2008 Page

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6 9:47AM

## DECLARATION OF EASEMENTS AND SEPTIC SYSTEM MAINTENANCE AGREEMENT

Grantors: Ian M. Marshall and Pauli J. Marshall (f/k/a Pauli J. Bezzola), husband and wife

Grantees: Ian M. Marshall and Pauli J. Marshall (f/k/a Pauli J. Bezzola), husband and wife

Tax/Parcel ID Numbers of Affected Parcels: 4001-001-004-0005 / P69212; 4001-001-006-0003 / P69213

### RECITALS

A. Declarants are the owners in fee simple of two contiguous parcels of real property, situated in the County of Skagit, State of Washington, hereinafter referred to as "Parcel A" and "Parcel B", legally described as follows:

**Parcel A:** Lot 4, Block 1, "SIMILK BEACH", according to the plat thereof recorded in Volume 4 of Plats, page 51, records of Skagit County, Washington. Subject to: covenants, conditions, restrictions, and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey. (Tax/Parcel No. 4001-001-004-0005 / P69212)

**Parcel B:** Lots 5 and 6, Block 1, "SIMILK BEACH", according to the plat thereof recorded in Volume 4 of Plats, page 51, records of Skagit County, Washington, and "Parcel B". Subject to: covenants, conditions, restrictions, and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey. (Tax/Parcel No. 4001-001-006-0003 / P69213)

B. Declarants will be causing a shared on-site septic system to be constructed for the benefit of both Parcels. The system will include a treatment unit, septic tank, transport lines, drip lines, and other plumbing equipment located on one or both parcels, as depicted on the map attached hereto as Exhibit A and incorporated herein by this reference.

C. This Declaration of Easements and Septic System Maintenance Agreement ("this Declaration") is made for purposes of ensuring that the current and future owners of each Parcel have the right to access and use the on-site septic system, and to set forth a procedure under which the system will be maintained and repaired as required going forward.

NOW, THEREFORE, for and in consideration the parties' mutual promises, covenants, protections and benefits set forth herein, and other valuable consideration, Declarants, on behalf of Parcel A and Parcel B, hereby declare, covenant, and agree as follows:

### DECLARATION & MAINTENANCE AGREEMENT

1. General Provisions. Parcel A and Parcel B shall be acquired, held and transferred subject to the terms of this Declaration, which are intended to benefit Parcels A and B and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this Declaration are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to use or occupancy of Parcel A or Parcel B, or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their respective heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

These rights, benefits, burdens, terms and conditions shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Parcel A and Parcel B, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

2. Declaration of Easements. Declarants do hereby establish of record a perpetual easement over, under and across Parcel A and Parcel B for the construction, maintenance, inspection, operation, and use of and access to the shared on-site septic system depicted at Exhibit A, for the exclusive benefit of the owners and occupiers of Parcel A and Parcel B,

*Declaration of Easements and Septic System  
Maintenance Agreement- Page 2*



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including such ingress and egress as is reasonably necessary or appropriate for such construction, maintenance, inspection, operation, use and access. In the event the dimensions or locations of the systems as hereinabove set forth are not sufficient to gain approval by such authorities, the dimensions and/or locations of the system shall be altered to the extent reasonably necessary to obtain such approval, and an instrument amending this Declaration setting forth the altered dimensions and/or location of easements encompassing the system shall be executed and recorded.

3. Septic System Maintenance Agreement.

(a) General. The on-site septic system located on Parcels A and B shall at all times be maintained so as to comply with applicable federal, state, county, and/or municipal regulations. In particular, the parties are aware that Washington State law currently requires the system to be maintained semi-annually, and agree to cause any and all governmentally required maintenance to be performed as scheduled.

(b) Apportionment of Costs. Except as otherwise provided herein, the costs of the construction, maintenance, inspection, operation, and (if required) replacement of the on-site septic system shall be apportioned equally (50-50) between Parcel A and Parcel B, regardless of the respective volumes of effluent deposited into the system from each Parcel.

(c) Improvements or Alterations to System. No improvements, alterations, or significant repairs to the system shall be made, nor shall commitments (contractual or otherwise) be made to third parties (other than for governmentally required periodic maintenance), without the approval of the owners of each Parcel, provided that such approval shall not be unreasonably withheld. Any improvements, alterations, or repairs must be also approved as required by applicable governmental authorities.

(d) Escrow of Maintenance Costs. Declarant currently owns both Parcels. As long as the Parcels are in common ownership, the owner of the Parcels shall remain responsible for the costs of the construction, maintenance, inspection, operation, and (if required) replacement of the on-site septic system. In the event that one Parcel is sold conveyed, or otherwise transferred to a different owner, the seller/conveyor/transferor shall establish an escrow account at a financial institution. On the date of the closing of such sale/conveyance/transfer, and on the anniversary date of the closing during each year thereafter, the owners of each Parcel shall deposit into the escrow account in full their respective share of the anticipated amount required to maintain the system for the upcoming one-year period, as indicated on the maintenance provider's contract (which is required by the code to be ongoing), regardless that such cost may increase in the future. Any additional or unanticipated maintenance expenses (including pumping, if required) shall be paid equally by the owners at such time as is required by the party performing the maintenance.

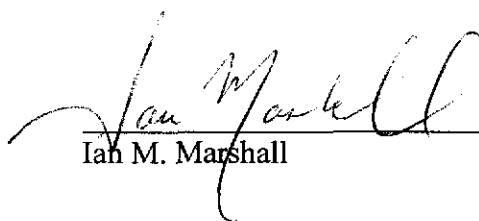


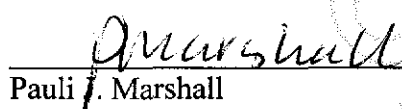
(e) Repair Costs. Repair or replacement costs shall be apportioned equally between the Parcel owners unless it be shown that the owners or occupiers of one parcel were solely responsible for the damage that necessitated the repair or replacement. For example, but not by way of limitation, if wax stripper, which is chemically destructive to an on-site system, were found in the sewer outfall pipe from one Parcel and not the other, the owner of that Parcel would be solely responsible for the costs of repair. A party shall not be found solely responsible for repair or replacement by virtue of ordinary use of the system customary to the operation of a single-family residence or accessory dwelling unit with a drip disbursal type on-site septic system. In the event that Repair or Replacement costs are incurred, the owners agree to pay such costs at such time as is required by the party performing the repair or furnishing the supplies required therefor.

(f) Imposition of Lien. Each Parcel shall be subject to the imposition of a lien for that Parcel's proportionate share of any expense required by this Declaration, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of thirty (30) days has elapsed following the demand for payment by registered or certified mail, return receipt requested, to the Parcel owner who has failed to pay his or her proportionate share (at the address to which that Parcel owner's County property tax statements are sent). The costs of placing the lien of record and enforcing the same, including reasonable attorney fees, shall be added to the amounts due thereunder.

(g) Arbitration. Any dispute between the Parcel owners related to the use, maintenance, inspection, repair, or replacement of the on-site septic system shall be submitted to arbitration before a licensed septic system designer or qualified Skagit County Health Officer. The reasonable costs of arbitration shall be borne equally by the parties thereto, provided however, that if the dispute concerns a repair that is determined to be the sole responsibility of one party, then that party shall bear all the reasonable costs of the arbitration.

EXECUTED effective this 28 day of March, 2008.

  
Ian M. Marshall

  
Pauli J. Marshall

ACKNOWLEDGEMENTS

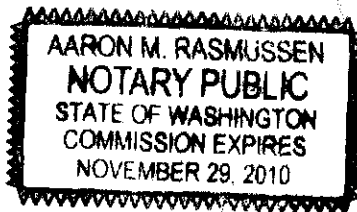
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this day personally appeared before me Ian M. Marshall and Pauli J. Marshall, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of March, 2008.



Aaron M. Rasmussen

NOTARY PUBLIC in and for the State of Washington,  
residing at Anacortes

My appointment expires 11-29-10

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 31 2008

By Aaron  
Skagit Co. Treasurer  
Deputy



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Skagit County Auditor

# EXHIBIT A

SITE PLAN, 13562 & 13570 SOUTH GREEN STREET

THIS IS NOT A SURVEY.

CALL FOR A UTILITY LOCATE PRIOR TO THE START OF CONSTRUCTION, (800) 424-5555.

SITE, DESIGN & CONSTRUCTION REQUIREMENTS NOT SPECIFICALLY MENTIONED HEREIN SHALL CONFORM TO APPLICABLE COUNTY & STATE STANDARDS.

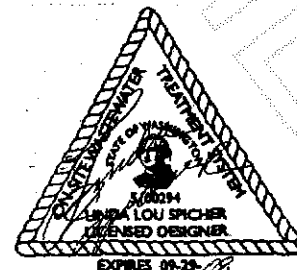
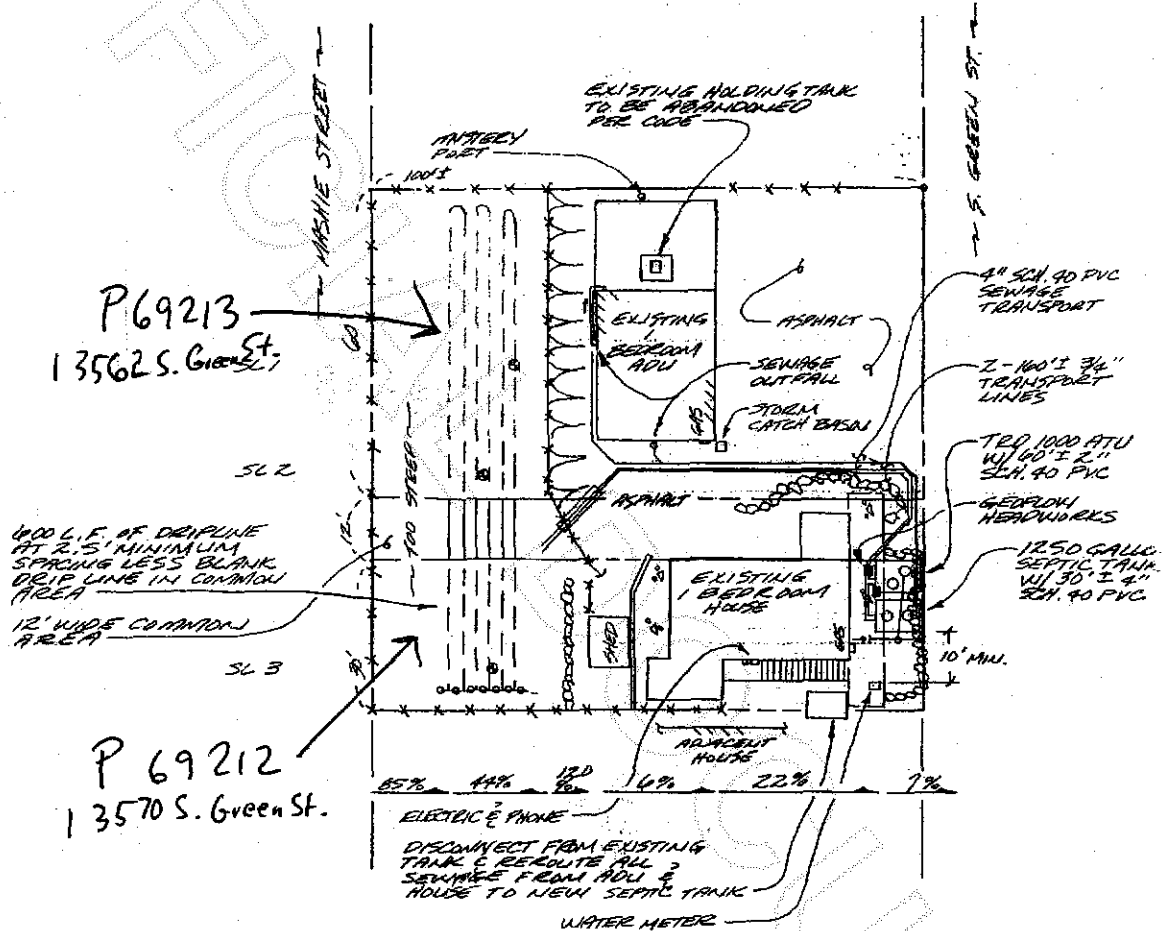
ENCASE, INSULATE & SUPPORT TRANSPORT LINES AS NEEDED.

Owner: Marshall, Ian & Pauli

Property ID: P69212 & P69213

Designer: Linda Spicher

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