

FILED AT REQUEST OF:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_



200901070068

Skagit County Auditor

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Grantor. HEKTNER, Dale A.  
Grantee. HEKTNER, Dale A.  
Abbrev. Leg. Lots 14 & 15, CEDAR HILLS NO. 3  
Tax Parcel Nos. 3880-000-015-0002/P64346

**DECLARATION OF EASEMENT**

This declaration of restrictions and covenants is made this 12 day of September 2008, by DALE A. HEKTNER, a single person.

RECITALS

DALE A. HEKTNER, a single person, hereafter "Declarant," is owner of real property in Skagit County, Washington, described as follows:

PARCEL 1:

Lot 14, PLAT OF CEDAR HILLS NO. 3, as per plat recorded in Volume 9 of Plats, pages 36 and 37, records of Skagit County, Washington.

EXCEPT that portion thereof described as follows:

Beginning at the Southwest corner of said Lot 14;  
Thence North 48°07'00" East 27.69 feet along the Southeasterly line of said Lot 14;  
Thence North 24°51'39" West 132.31 feet to the Northwest corner of said Lot 14;  
Thence South 14°11'00" East 142.89 feet along the Westerly line of said Lot 14 to the Point of Beginning.

Situated in Skagit County, Washington.

PARCEL 2:

Lot 15, PLAT OF CEDAR HILLS NO. 3, as per plat recorded in Volume 9 of Plats, pages 36 and 37, records of Skagit County, Washington,

TOGETHER WITH that portion of Lot 14 of said PLAT OF CEDAR HILLS NO. 3, described as follows:

Beginning at the Southwest corner of said Lot 14;  
Thence North 48°07'00" East 27.69 feet along the Southeasterly line of said Lot 14;  
Thence North 24°51'39" West 132.31 feet to the Northwest corner of said Lot 14;  
Thence South 14°11'00" East 142.89 feet along the Westerly line of said Lot 14 to the Point of Beginning.

Situated in Skagit County, Washington.

The declarant wishes to create an easement for septic system drainfield for the benefit of Parcel 2, more fully described above.

1. DECLARATION OF EASEMENT FOR SEPTIC SYSTEM DRAINFIELD

The Declarant hereby declares, grants, conveys and reserves unto himself and to the future owners of the above described lots an easement for a septic system drainfield over, under and through Parcel 2, described above, for the benefit of Parcel 2, described above, including maintenance, repair, replacement of the drainfield and access across Parcel 1 for those purposes. The easement is granted within the Easement Area described on the attached EXHIBIT A, and by this reference made a part hereof. A Sketch of the easement area is attached hereto as EXHIBIT B.

The Declarant hereby establishes and provides that owners of the parcel subject to said easement, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this easement.

2. MAINTENANCE

All costs of maintaining, repairing or replacing the drainfield shall be paid by the owner(s) of Lot Parcel 2. In the event of repair or replacement of the drainfield, or any portion of it, following such repair or replacement, the surface of the land shall be repaired and returned to the condition it was in prior to the water line repair or replacement.



3. COVENANTS TO RUN WITH THE LAND

The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

4. ENFORCEMENT

Each owner, including the declarant if the declarant is an owner of any portion of the property, shall have the right to enforce, by any proceeding in law or equity, all the terms and provisions of this easement declaration and maintenance agreement or any amendment thereof.

5. ATTORNEYS' FEES

In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

*Dale A. Hektner*  
DALE A. HEKTNER

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JAN 07 2009

Amount Paid \$ *0*  
Skagit Co. Treasurer  
By *MF* Deputy



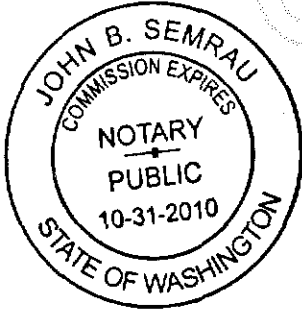
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Skagit County Auditor

STATE OF WASHINGTON )  
 : ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me DALE A. HEKTNER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12 day of SEPTEMBER 2008.



John B. Semrau

Print Name: JOHN B. SEMRAU  
NOTARY PUBLIC in and for the State of Washington,  
residing at MOUNT VERNON

My commission expires: 10.31.2010



**EXHIBIT A  
Easement Area**

That portion of Lot 14, PLAT OF CEDAR HILLS NO. 3, as per plat recorded in Volume 9 of Plats, pages 36 and 37, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 14;  
thence North 48°07'00" East 27.69 feet along the Southeasterly line of said Lot 14;  
thence North 24°51'39" West 132.31 feet to the Northwest corner of said Lot 14;  
thence South 24°51'39" East 14.00 feet to the TRUE POINT OF BEGINNING.  
thence continue South 24°51'39" East 31.5 feet;  
thence North 41°32'47" East 32.00 feet;  
thence North 52°08'03" East 28.00 feet;  
thence North 37°19'48" West 27.00 feet;  
thence South 58°45'39" West 18.00 feet;  
thence South 45°08'13" West 35.00 feet to the TRUE POINT OF BEGINNING.

Situated in Skagit County, Washington.



EXHIBIT B  
Sketch

