



200911300247

Skagit County Auditor

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12 2:24PM

AFTER RECORDING MAIL TO:
KATHLEEN BROWN
5314 Quiet Cove Road
Anacortes, Washington 98221

TITLE OF DOCUMENT:	EASEMENT
REFERENCE NUMBER:	A.F. #s 200109100116; 200109100117
GRANTOR:	KATHLEEN BROWN, MATT BROWN, REBECCA A. HALL, and JEFFREY P. HEILMAN
GRANTEE:	ERIK O. ANDERSEN and SHELLEY BALANKO
LEGAL DESCRIPTION:	Portions of DECEPTION SHORES PLANNED UNIT DEVELOPMENT, together with all open space and common areas, being a portion of Sec. 24, Twp. 34 N, R 1 E, W.M., Skagit County, Washington (Additional legal descriptions on page 2 of document)
TAX PARCEL NUMBERS:	P118297/ 4780-000-004-0000 P118325/ 4780-000-999-0400

**EASEMENT
TO DETERMINE FEASIBILITY OF INSTALLING A SEPTIC
DRAINFIELD IN COMMON AREA E AND EASEMENT FOR SEPTIC
DRAINFIELD AND CONNECTING EASEMENT**

THIS EASEMENT TO DETERMINE THE FEASIBILITY OF INSTALLING A SEPTIC DRAINFIELD IN COMMON AREA E AND EASEMENT FOR SEPTIC DRAINFIELD AND CONNECTING EASEMENT is made this 23rd day of November, 2009, by and between KATHLEEN A. BROWN, MATT BROWN, REBECCA A. HALL, and JEFFREY P. HEILMAN, each as their separate estate(hereinafter collectively referred to herein as either "Developer" or "Grantor"), and ERIK O. ANDERSEN and SHELLEY BALANKO, husband and wife (hereinafter referred to as "Owner of Lot 4" or "Grantee").

RECITALS:

A. The Developer is the Owner of the real property and improvements thereon legally described as:

DECEPTION SHORES PLANNED UNIT DEVELOPMENT, together with the open space and common Areas A, B, C, D and E, according to the map thereof recorded September 10, 2001, under Auditor's File No. 200109100117, records of Skagit County, Washington. Situate in Skagit County, Washington;

and as described in Exhibit "A" of the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations of Deception Shores Planned Unit Development recorded under Skagit County Auditor's File No. 200109100116, (hereinafter, "CC&Rs"); and,

B. Grantee is the Owner of the real property and improvements thereon legally described as:

Lot 4, DECEPTION SHORES PLANNED UNIT DEVELOPMENT, recorded on September 10, 2001, in Skagit County as Auditor's File No. 200109100117, records of Skagit County, Washington; situate in a portion of Government Lots 3, 4, 5 and 6, Section 24, Township 34 North, Range 1 East of the Willamette Meridian. Situate in Skagit County, Washington and having Assessor's Tax Parcel Number P118297;

and,

C. The Development Period has not terminated and the Developer is the owner of the Common Areas, roads, parking areas, parks, paths, walkways, improvements and equipment specified in the Deception Shores PUD; and,

D. The Developer has reserved to itself, their heirs, successors and assigns, in Section 3.2 of CC&Rs, an easement over, across and under the Common Areas, including Areas A, C, and E "as shown on the face of the Deception Shores PUD map, for utility extension purposes, drainfield sites, road access, ingress and egress purposes and including but not limited to water storage tank purposes in such locations as shown on the Deception Shores PUD map...;" and,



E. The Developer reserved, in PUD Easement Note Number 2 on the face of the Deception Shores PUD, "in Area E two drainfield easement sites for the purpose of locating two separate and independent single family residential drainfields or one single drainfield site that shall accommodate two single family residential connections for the use, benefit and enjoyment of three parcels of property as shall be determined by the Developer which are southerly and adjacent to the PUD, together with a 20-foot easement over and across said Area E that will access and connect said drainfield site(s) to the adjacent lot or lots utilizing said drainfield site(s)"; said drainfields and access sites are not specifically located and shall be determined by the Developer; and,

F. Easement Note Number 7 on the face of the Deception Shores PUD provides "the easements reserved by the Developer are for the benefit of the Developer and Developer's successors and assigns and the Developer may transfer and assign said easements for the benefit, use and enjoyment of the property owners owning adjacent property or property in the immediate vicinity of Deception Shores P.U.D. as shall be determined by the Developer; and the easements and the reservations contained herein shall constitute permanent easements and covenants running with the land;" and,

G. The Developer believes it is in the best interests of Deception Shores PUD to assign a drainfield easement and access easement reserved to the Developer in Area E to a lot which is within the Deception Shores PUD and to extinguish one drainfield easement available to benefit property outside of the Deception Shores PUD; and,

H. The face of the Deception Shores PUD provides at Note 8 "Sewage Disposal" the Developer may require septic systems to be installed in a common area outside of a lot and such lot will locate and install a septic drainfield system in such common area within Deception Shores PUD as shall be determined by the Developer, subject to the approval of the Skagit County Health Department; and,

I. Due to the soil composition of Lot 4, the Developer may require Lot 4 of Deception Shores PUD to install a septic drainfield system outside of Lot 4 and therefore wishes to grant to Lot 4 a temporary easement over, under, across and through Area E to determine the feasibility of installing a septic drainfield system in said Area E for the benefit of Lot 4; and,



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J. Should Lot 4 identify a location for a drainfield in Area E which is approved by the Developer and by the Skagit County Health Department, the Developer wishes to grant to Lot 4 a permanent drainfield easement and an access easement connecting Lot 4 to the drainfield.

NOW, THEREFORE, in consideration thereof, the parties hereto agree as follows:

1. **Grant of Temporary Easement.** KATHLEEN A. BROWN, MATT BROWN, REBECCA A. HALL and JEFFREY P. HEILMAN, each as to their separate estates (hereinafter, collectively, "Grantor" or "Developer") hereby grant to ERIK O. ANDERSEN and SHELLEY BALANKO, husband and wife, ("Grantee") as Owners of Lot 4 of Deception Shores PUD, their heirs, successors and assigns, a temporary easement over, under, across and through the property identified as Area E on the Deception Shores PUD, recorded under Skagit County Auditor's File No. 200109100117 for the purpose of locating a possible drainfield site within said Area E for the benefit of Lot 4.

2. **Duration of Temporary Easement.** Said temporary easement shall be in effect for one year from the date of execution of this document and thereafter Grantee shall have no rights to go upon Area E for the purpose of locating a drainfield site or for any other purpose except as provided herein or in the CC&Rs and governing documents of Deception Shores PUD.

3. **Grant of Permanent Easement.** Should Grantee locate a septic drainfield site within Area E, which site has been approved by the Developer and Skagit County Health Department, the Developer hereby grants to Grantee, their heirs, successors and assigns, a permanent drainfield easement over, under, across and through the portions of Area E that comprise the approved drainfield site for the purpose of constructing, locating, inspecting and maintaining a septic drainfield site for the benefit of Grantees' property, together with a 20-foot easement, connecting Lot 4 to the drainfield.

4. **Description of Permanent Drainfield Easement.** The exact location of said permanent drainfield easement site shall be determined by the Developer with the approval of the Skagit County Health Department. Upon construction, installation and connection to a drainfield site, a drainfield agreement and covenant



describing the drainfield area, the easement connecting Lot 4 to the drainfield, and Lot 4 shall be recorded as a binding easement and covenant as to Area E and Lot 4. The drainfield agreement and covenant shall provide that Lot 4 shall keep and maintain the drainfield and connecting easement in good condition, appearance, and repair subject to Skagit County Health Department rules and regulations at the cost and expense of the owner of Lot 4.

5. **Costs.** The cost of any inspection and marking of Area E to locate a septic drainfield site and the easement connecting said site to Lot 4, and the construction, maintenance, improvement or repair of the septic drainfield and easement connecting the drainfield and Lot 4 shall be borne by the Grantees herein, their successors or assigns, except when such cost is required due to the negligence of the Grantors, their heirs, successors and assigns.

6. **Right to Enter.** Grantees or their agents shall have the right to enter upon Developer's property described herein for the purposes set forth herein and any entry upon Developer's property shall be accomplished in such a manner so that said property is not disturbed or damaged or, in the event the property is disturbed or damaged, the property shall be returned to as good a condition as it was immediately before the property was entered upon, including replacement of any shrubs or landscaping that was disturbed, except to the extent the property must be disturbed by the presence of a completed septic drainfield and easement connecting said drainfield to Lot 4. Grantors shall retain the right to use said Area E consistent with use of such common area as set forth in the CC&Rs.

7. **Association Control.** This grant of easement and the subsequent drainfield agreement and covenant are subject to the rules and regulations that may be adopted by the Association as well as any conditions or requirements that may be imposed by the Washington State Department of Health and the Skagit County Health Department or any other governmental entity having regulatory control of septic drainfield system.

8. **Counterpart.** This Easement may be executed in counterpart.

9. **Binding Effect.** The terms, conditions and provisions of this Grant of Easement shall run with the land and extend to and be binding upon the heirs, successors and assigns of the parties hereto.

DATED this 23rd day of November, 2009.

Easement in Area E -- Lot 4 - 5

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GRANTORS:

Kathleen A. Brown
Kathleen A. Brown

Matt Brown
Matt Brown

Rebecca Anne Hall

Jeffrey P. Heilman

GRANTEES:

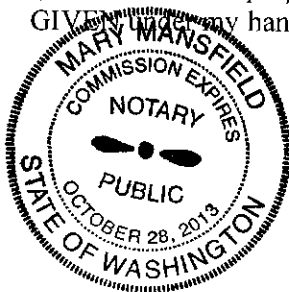
ERIK O. ANDERSEN

SHELLEY BALANKO

STATE OF WASHINGTON)
County of Skagit ss.

On this day personally appeared before me KATHLEEN BROWN and MATT E. BROWN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of Nov, 2009.



Mary Mansfield
NOTARY PUBLIC in and for the
State of Washington, residing
at Andover
My commission expires: 10-28-13

STATE OF WASHINGTON)
County of _____ ss.

On this day personally appeared before me REBECCA ANNE HALL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

Easement in Area E - Lot 4 - 6

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8. **Counterpart.** This Easement may be executed in counterpart.

9. **Binding Effect.** The terms, conditions and provisions of this Grant of Easement shall run with the land and extend to and be binding upon the heirs, successors and assigns of the parties hereto.

DATED this _____ day of _____, 2009.

GRANTORS:

Kathleen A. Brown

Matt Brown

Rebecca Hall

Rebecca Anne Hall

Jeffrey P. Heilman

GRANTEES:

ERIK O. ANDERSEN

SHELLEY BALANKO

STATE OF WASHINGTON)
County of _____) ss.

On this day personally appeared before me KATHLEEN BROWN and MATT E. BROWN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

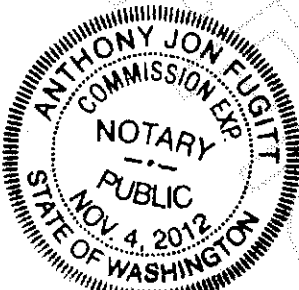
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My commission expires: _____



STATE OF WASHINGTON)
County of KITSAP) ss.

On this day personally appeared before me REBECCA ANNE HALL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of NOVEMBER, 2009.



ANTHONY JON FUGITT
NOTARY PUBLIC in and for the
State of Washington, residing
at SILVERDALE
My commission expires: 11-4-2012.

STATE OF OREGON)
County of _____) ss.

On this day personally appeared before me JEFFREY P. HEILMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Oregon, residing
at _____
My commission expires: _____.



8. **Counterpart.** This Easement may be executed in counterpart.

9. **Binding Effect.** The terms, conditions and provisions of this Grant of Easement shall run with the land and extend to and be binding upon the heirs, successors and assigns of the parties hereto.

DATED this 23rd day of November, 2009.

GRANTORS:

Kathleen A. Brown

Matt Brown

Rebecca Anne Hall

Jeffrey P. Heilman

GRANTEES:

ERIK O. ANDERSEN

SHELLEY BALANKO

STATE OF WASHINGTON)
County of _____) ss.

On this day personally appeared before me KATHLEEN BROWN and MATT E. BROWN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My commission expires: _____

Easement in Area E - Lot 4 - 6

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STATE OF WASHINGTON)
County of _____) ss.

On this day personally appeared before me REBECCA ANNE HALL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

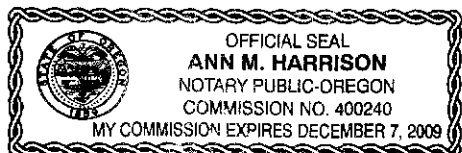
GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My commission expires: _____.

STATE OF OREGON)
County of Multnomah) ss.

On this day personally appeared before me JEFFREY P. HEILMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of November, 2009.



Ann M. Harrison
NOTARY PUBLIC in and for the
State of Oregon, residing
at Multnomah County
My commission expires: December 7, 2009

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 30 2009

Amount Paid \$ 0
By [Signature] Skagit Co. Treasurer
Deputy

Easement in Area E - Lot 4 - 7



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8. **Counterpart.** This Easement may be executed in counterpart.

9. **Binding Effect.** The terms, conditions and provisions of this Grant of Easement shall run with the land and extend to and be binding upon the heirs, successors and assigns of the parties hereto.

DATED this _____ day of _____, 2009.

GRANTORS:

Kathleen A. Brown

Matt Brown

Rebecca Anne Hall

Jeffrey P. Heilman

GRANTEES:

Erik O. Andersen 11/25/09
ERIK O. ANDERSEN

Shelley Balanko 11/25/09
SHELLEY BALANKO

STATE OF WASHINGTON)
County of _____) ss.

On this day personally appeared before me KATHLEEN BROWN and MATT E. BROWN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

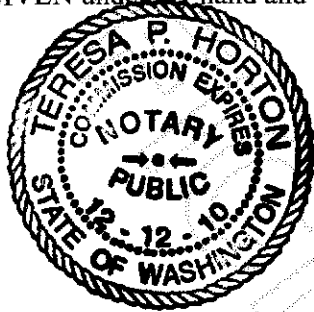
NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My commission expires: _____.



STATE OF WASHINGTON)
County of Snohomish) ss.

On this day personally appeared before me ERIK O. ANDERSEN and SHELLEY BALANKO to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of November, 2009.



Teresa P. Horton
NOTARY PUBLIC in and for the
State of Washington, residing
at Lynnwood
My commission expires: 12-12-10.

