

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Rebecca A. Hall and Jeffrey P. Heilman
21605 NE Seacrest Avenue
Poulsbo, WA 98370



201410310115

Skagit County Auditor \$82.00
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CHICAGO TITLE
620022238

EASEMENT FOR SEPTIC TANK AND DRAIN FIELD

Grantors: BRIEN E. REED and ANNIE REED, husband and wife
Grantees: REBECCA A. HALL, a married individual as her separate
estate, and JEFFREY P. HEILMAN, a married individual
as his separate estate
Abbreviated Legal:
Additional Legal on page: 1
Assessor's Tax Parcel No's: P29487, P68490

WHEREAS, BRIEN E. REED and ANNIE REED, husband and wife, husband and wife
(hereinafter referred to as "Grantors"), are the owners of the following described real property
located in Skagit County, Washington (hereinafter "Drain Field Parcel"):

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the South 15 feet of the
Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, less platted Ridgewood No. 1,
Lots 3, 4, and 5 and containing 10.28 acres, more or less

Situate in the County of Skagit, State of Washington.

AND WHEREAS, REBECCA A. HALL, a married individual as her separate estate, and
JEFFREY P. HEILMAN, a married individual as his separate estate (hereinafter "Grantees"),
are the owners of the following described real property located in Skagit County, Washington
(hereinafter "Development Parcel"):

Lot 7, Ridgewood No. 1

Situate in the County of Skagit, State of Washington.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 31 2014

Amount Paid \$
Skagit Co. Treasurer
By *Mam* Deputy

NOW THEREFORE, THE UNDERSIGNED, BRIEN E. REED and ANNIE REED, husband and wife, in consideration of the mutual promises and covenants and conditions hereinafter set forth, and for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

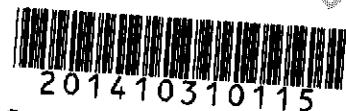
1. Grant of Easement. Grantors establish, give, grant and convey to Grantees a non-exclusive, permanent and perpetual easement for ingress and egress over, across, and under a 50 foot strip of Grantors' land, immediately adjacent to and along the east 100 foot boundary line of Lot 7, Ridgewood No. 1 (Grantees' property), as shown on the site sketch attached as Exhibit A and incorporated herein by this reference, for the purpose of construction, installation, maintenance, replacement, and repair, of Grantees' septic tank, tight lines, and drain field, and all improvements necessary for such purpose(s), (hereinafter the "Encroaching System")

2. Protective Provisions.

a. The Grantors and Grantees intend to prevent certain practices hereinafter enumerated in the use of Grantors' land which might be deleterious and injurious to the public health, safety and welfare.

b. The Grantors agree that the Grantors, his/her/their heirs, successors, agents, and assigns will not construct, maintain or suffer to be constructed or maintained any improvements upon the Drain Field Parcel so long as the same is used for maintenance and repair and operation of the Encroaching System. The Grantors shall be responsible for providing protection of the drain field and any reserve areas within this Easement from:

- i. Encroachment by buildings or construction, including, but not limited to the placement of swimming pools, power poles, underground irrigation systems, and underground utilities;
- ii. Cover by structures or impervious material;
- iii. Surface drainage;
- iv. Soil compaction, including, but not limited to, vehicular traffic or livestock;
- v. Damage by soil removal and grade alteration;
- vi. Direct drains, including, but not limited to, footing or roof drains away from the area where the drain field is located.



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c. The owner(s) of the Development Parcel shall be responsible for properly operating and maintaining the Encroaching System, and shall:

- i. Keep the flow of sewage to the onsite septic system at or below the approved design in quantity and waste strength;
- ii. Repair any damage to the Drain Field Parcel caused by the Grantees and/or owner of the Encroaching System;
- iii. Operate and maintain alternative systems as directed by the health officer;
- iv. Determine the level of solids and scum in the septic tank(s) and pump chamber (if applicable) and employ an approved pumper to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary and/or when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank;
- v. Mark this Easement with permanent markers; and
- vi. Provide vegetation maintenance over the Drain Field Parcel, if applicable.

3. Benefits and Burdens Run with the Land. This Easement is to be held in perpetuity by the owners of the Drain Field Parcel and the Development Parcel, their heirs and successors and assigns as appurtenant to the Drain Field Parcel and the Development Parcel. The benefits, burdens and covenants of this Easement and this Agreement shall be deemed to run with the land and bind the owners of the Drain Field Parcel and the Development Parcel, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

4. Termination. This Easement shall remain in effect in perpetuity. Provided, however, this Easement is subject to termination at such time that a sanitary sewer system approved by the Skagit County Health Department is available, such a connection is permitted by the sewer utility, and a connection is constructed to serve the Development Parcel, at which time the aforesaid easement and covenants will terminate 180 days following written notice to Grantees of termination and upon the recording of a release of this Easement and covenants signed by the Grantors, Grantees and the Skagit County Health Department Officer or its assigns.

5. Enforcement and Venue. This agreement may be enforced at law or in equity. Venue of any action arising out of this agreement, the parties' rights and obligations hereunder, or any other matter or thing relating to the easement or drainage issues, shall be held in the Superior Court of Washington for Skagit County.



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6. Fees and Costs. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses, including all such attorneys' fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The provisions hereof shall also be enforceable in any equitable proceeding for injunctive relief. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

7. No Merger. The Grantees by accepting and recording this Easement do not intend a merger of its interest as the Grantees, with the fee title to the Drain Field Parcel to take place, and it is the intention of the parties that the Drain Field Parcel shall remain subject to this Easement regardless of any common ownership interests in the Drain Field Parcel held by the Grantors and Grantees.

8. Counterparts: This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

DATED the 29th day of October, 2014.

Grantors:

REBECCA A. HALL

JEFFREY P. HEILMAN

Grantees:

Brien Reed
BRIEN REED

Annie Reed
ANNIE REED

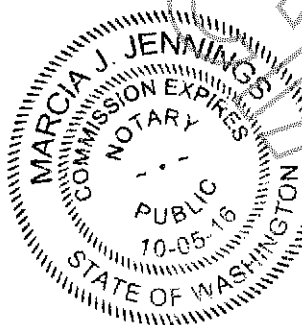


201410310115

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS.

On this day BRIEN E. REED and ANNIE REED, a married couple, personally appeared before me, 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 29th day of October, 2014.



Marcia J. Jennings
Printed Name: Marcia J. Jennings
Notary Public in and for the State of
Washington, residing at: Sedro-Woolley
My commission expires: 10/5/2016



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DATED the 29th day of October, 2014.

Grantors:

Rebecca A. Hall
REBECCA A. HALL

JEFFREY P. HEILMAN

Grantees:

BRIEN REED

ANNIE REED



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STATE OF WASHINGTON

COUNTY OF Kitsap

SS.

I certify that I know or have satisfactory evidence that REBECCA A. HALL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29TH day of October, 2014.

Printed Name

Luci S. Delesbore
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 2.28.2015

STATE OF WASHINGTON

COUNTY OF

SS.

Notary Public
State of Washington
LUCI S DELESBORE
My Appointment Expires Feb 28, 2015

I certify that I know or have satisfactory evidence that JEFFREY P. HEILMAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of ____, 2014.

Printed Name

NOTARY PUBLIC in and for the State of Washington
My Commission Expires



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6. Fees and Costs. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses, including all such attorneys' fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The provisions hereof shall also be enforceable in any equitable proceeding for injunctive relief. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

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8. Counterparts: This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

DATED the 30 day of Oct, 2014.

Grantors:

REBECCA A. HALL


JEFFREY P. HEILMAN

Grantees:

BRIEN REED

ANNIE REED



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Skagit County Auditor

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\$82.00

STATE OF WASHINGTON

COUNTY OF

SS.

I certify that I know or have satisfactory evidence that REBECCA A. HALL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2014.

Printed Name _____

NOTARY PUBLIC in and for the State of Washington

My Commission Expires _____

STATE OF ~~WASHINGTON~~ ^{Utah}

COUNTY OF ~~San Mateo~~ ^{Sa Hake}

SS.

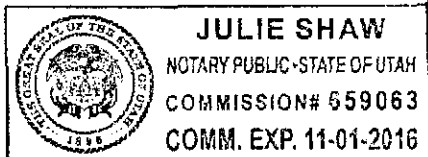
I certify that I know or have satisfactory evidence that JEFFREY P. HEILMAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of Oct, 2014.

Printed Name Julie Shaw

NOTARY PUBLIC in and for the State of Washington ^{Utah}

My Commission Expires 11/1/16



Easement for Septic Tank and Drain Field
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EXHIBIT "A"

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Septic Design & Consulting, LLC

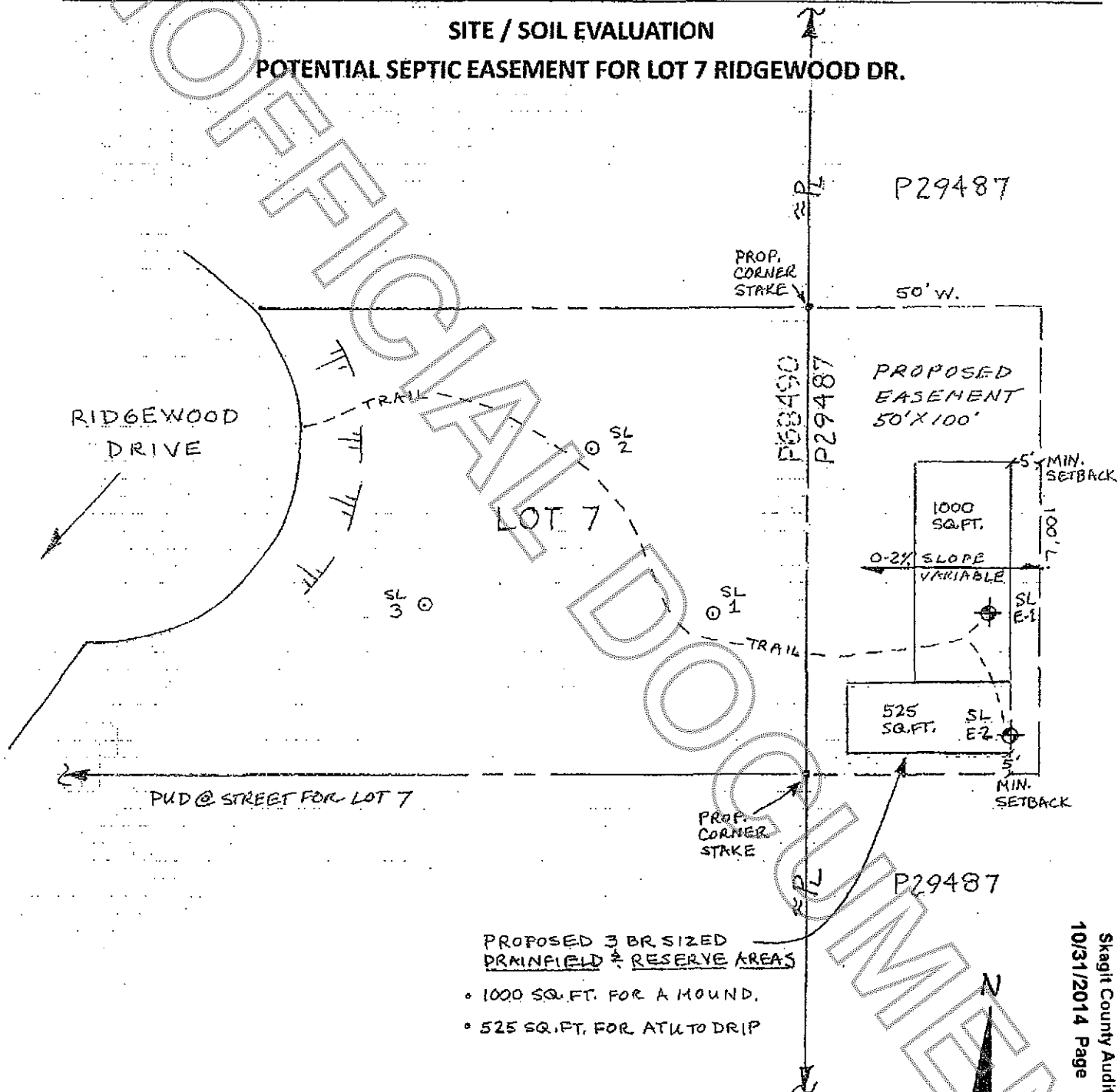
Nancy Nelson - Licensed Designer
P.O. Box 1251, La Conner, WA 98257
(360) 853-5176 • septicbydesign@gmail.com

CLIENT NAME: Hall, Rebecca & Heilman, Jeffrey
PROPERTY ID#: P29487 / 340432-1-022-0000
LOCATION: back of Lot 7 Ridgewood Drive
DATE ON SITE: 6-21-14
SW#14-

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SITE / SOIL EVALUATION

POTENTIAL SEPTIC EASEMENT FOR LOT 7 RIDGEWOOD DR.



Note: This site map was developed by using existing resources and onsite measurements. It is not a legal survey. Features shown are approximate. Compass headings shown are declination corrected.

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