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Skagit County Auditor

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12/21/2016 Page

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When Recorded-Return To:

Brian E. Clark, Attorney
Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273

DOCUMENT TITLE(s): *(or transactions contained therein)***SEPTIC SYSTEM AGREEMENT****GRANTOR(s):** *(last name, first name and initials)*

HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.

☐ *Additional names on page _____ of document***GRANTEE(s):** *(Last name, first name and initials)*

HOFFMAN, NORMAN W.
DECATO, CLAUDIA M.
KNOTT, ANNE E.

☐ *Additional names on page _____ of document*

ABBREVIATED LEGAL DESCRIPTION: (i.e., lot, block, plat or quarter, quarter, section, township and range):

N ½ Gvt Lot 2, S18 T35N R3 EWM;
N ½ SW ¼ NE ¼ S18 T35N R3 EWM;
Ptns Gvt Lot 1 and NW ¼ NE ¼ S18 T35N R3 EWM

☒ *Additional legal on pages 6 – 8 of document*

ASSESSOR'S PARCEL/TAX I.D. NUMBERS: 350318-1-002-0002, P34458;
350318-1-003-0001, P34459

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:☐ *Additional reference numbers on page _____ of document*

SEPTIC SYSTEM AGREEMENT

This agreement ("Agreement") is made this 19 day of December, 2016, between Claudia M. Decato ("**Decato**"), Anne E. Knott ("**Knott**"), and Norman W. Hoffman ("**Hoffman**"), collectively the "Parties."

RECITALS

WHEREAS, Hoffman is the owner of real property of an adjacent parcel to the south (Skagit County Tax Parcel 34459) situated in Skagit County, Washington, legally described on the attached **Exhibit A** and shown on **Exhibit C**. Such lot is referred to herein as **Parcel A**.

WHEREAS, Decato and Knott are the owners of real property (Skagit County Tax Parcel 34458) located in Skagit County, Washington, legally described on the attached **Exhibit B** and shown on the attached map (**Exhibit C**). Such lot is referred to herein as **Parcel B**.

WHEREAS, a portion of the sanitary sewer system ("System") built for and used by the residence located on Parcel A lies within the borders of Parcel B, and a portion of the System built for and used by the residence located on Parcel B lies within the borders of Parcel A. The approximate locations of such systems are shown and noted on Exhibit C.

WHEREAS, the parties desire to enter into an agreement by which the Systems, as presently constructed, may remain in their present locations until such time as a System fails or otherwise need to be rebuilt.

AGREEMENT

NOW, THEREFORE, for sufficient and adequate consideration, the value of which is acknowledged by all Parties, the Parties hereby agree to the following.

1. Right to Leave Systems in Place.

(a) The System built for and used by the residence located on Parcel A ("Parcel A System") may remain in place, as currently constructed, on that portion of Parcel B on which it is presently located until such time as it fails or otherwise needs to be substantially rebuilt. At that time the Parcel A System shall be rebuilt in conformity with local code requirements and so that none of its component parts are located on Parcel B and the owner of Parcel A shall release all rights under this agreement in writing.

(b) The System built for and used by the residence located on Parcel B ("Parcel B System") may remain in place, as currently constructed, on the portion of Parcel A on which it is presently located until such time as it fails or otherwise needs to be substantially rebuilt. At that time the Parcel B System shall be rebuilt in conformity with local code requirements and so that none of its component parts are located on Parcel A and the owner of Parcel B shall release all rights under this agreement in writing.

(c) Except as provided in paragraph 2 below (Damage), so long as a System is not failing or otherwise in need of being substantially rebuilt, individual components of a System may be repaired or replaced by the owner of the benefitted parcel at such owners expense. The scheduling of any such repair or replacement must be coordinated with the owner of the burdened parcel. No System components that are located on a burdened parcel may be relocated without the written consent of the owner of the burdened parcel, which relocation consent may be withheld for any reason.

2. Damage.

(a) If a burdened parcel is damaged by the failure of a System, the owner of the benefitted parcel shall be responsible for all costs reasonably incurred to remedy the damage, which may include costs reasonably incurred to prevent any reoccurrence of the event causing such damage. The owner of the benefitted parcel shall be notified of any such damage as soon as reasonably possible, and the owner of the benefitted parcel shall be given the first opportunity to make any necessary repairs to the System; provided, however, that the owner of the burdened parcel may act immediately to repair or mitigate any damage if it is deemed reasonably necessary to act immediately and (i) it is not possible to notify the owner of the benefitted parcel in a timely manner, or (ii) having been notified, the owner of the benefitted parcel does not agree to act expeditiously to remedy the situation.

(b) Damage to any System caused by vehicles, livestock or crops under the direction or control of the owner of a burdened parcel shall be repaired as soon as practical by the owner of the burdened parcel at that owner(s)' expense.

3. Compliance with Laws and Rules. The Parties herein shall at all times during the terms of this Agreement maintain their Systems in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

4. Good Faith and Dispute Resolution. The parties agree to exercise their best efforts in good faith to resolve any disputes arising out of this Agreement. Should the Parties be unable or unwilling to amicably resolve any dispute concerning this Agreement, including the interpretation of this Agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable. The substantially prevailing party or parties (as determined by the arbitrator) shall be entitled to an award of reasonable attorneys' fees and costs of suit. Notwithstanding the foregoing, the Parties may seek injunctive relief in Skagit County Superior Court to maintain the status quo, as it was prior to the existence of the dispute, until an arbitration may be held and an order is issued by the arbitrator in those proceedings.

5. Binding to Heirs, Successors and Assigns. The rights and obligations, as well as the benefits and burdens described herein, shall be binding upon the Parties, their respective heirs, successors and assigns.

6. Definitions. As used herein, a "burdened parcel" is the parcel of land on which is located a portion of a System that benefits a residence located on another parcel. A "benefitted

parcel" is the parcel of land on which the residential property is located that makes primary use of the System that is located on the burdened parcel.

7. **Entire Agreement.** The terms of this agreement shall supersede any and all other related agreements between the parties hereto or their predecessors, but only to the extent that there are any conflicting provisions. There are no verbal or other agreements which modify or affect this Agreement. In all other respects, this Agreement is an integrated, complete document and constitutes the entire agreement among the parties as to the subject matter of this Agreement. This Agreement shall be construed according to the laws of the State of Washington and the venue of any dispute shall be Skagit County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PARTIES:

Norman H. Hoffman
Norman Hoffman

Claudia M. Decato
Claudia M. Decato

Anne E. Knott
Anne E. Knott

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Norman W. Hoffman** 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.

DATED: December 16, 2016.



Heather Waldron
[PRINT NAME] HEATHER WALDRON

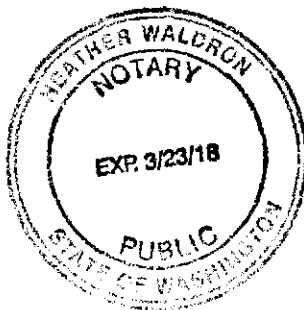
NOTARY PUBLIC for the State of Washington,
residing at Mt Vernon, WA

My appointment expires: 3-23-2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **Claudia M. Decato** 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.

DATED: December 16, 2016.



Heather Waldron
[PRINT NAME] HEATHER WALDRON

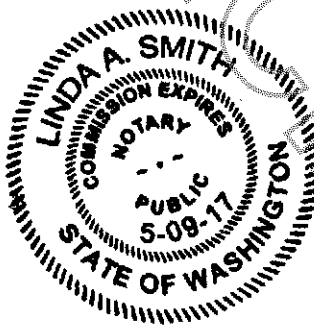
NOTARY PUBLIC for the State of Washington,
residing at Mt Vernon, WA

My appointment expires: 3-23-18

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **Anne E. Knott** 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.

DATED: December 19, 2016.



Linda A Smith
[PRINT NAME] Linda A SMITH

NOTARY PUBLIC for the State of Washington,
residing at Spokane

My appointment expires: 5.9.17

EXHIBIT A

The North 1/2 of Government Lot 2 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

And the North 1/2 of the Southwest 1/4 of the Northeast 1/4 (per aliquot part measurement) Section 18, Township 35 North, Range 3 East, W.M.;

AND ALSO those portions of Government Lot 1 and the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 35 North, Range 3 East, W.M. lying southerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast section corner);
thence North $0^{\circ}06'06''$ East, 1332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'Arcy Road;
thence South $88^{\circ}56'24''$ West along said centerline of D'Arcy Road, 1332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'Arcy Road with the centerline of the Bayview-Edison Road;
thence North $0^{\circ}25'48''$ East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M. by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2692.50 feet to an angle point in the centerline;
thence North $0^{\circ}59'48''$ East, 321.56 feet along said centerline to an intersection with the easterly extension of a gravel driveway;
thence North $89^{\circ}38'28''$ West, 20.00 feet along said centerline of the gravel driveway to the westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North $89^{\circ}38'28''$ West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North $0^{\circ}59'48''$ East, 260.00 feet;
thence North $89^{\circ}38'28''$ West, 888.42 feet;
thence South $0^{\circ}14'38''$ West, parallel with the North-South centerline of said Section 18, 132.00 feet;
thence North $89^{\circ}38'28''$ West, 1756.7 feet, more or less, to the centerline of the existing dike along the shore of Padilla Bay;
thence continue North $89^{\circ}38'28''$ West to the West line of said Government Lot 1 and being the terminus of said line.

EXCEPT road right-of-way;

AND ALSO EXCEPT any drainage or dike rights-of-way, if any;

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(See Lot of Record Certification recorded under Skagit County Auditor's File No. 201503030065)

EXHIBIT B

That portion of the Northwest 1/4 of the Northeast 1/4 lying Northerly of the following described line:

Commencing at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18 (Southeast Section corner);
thence North 0°06'06" East, 1,332.26 feet, along the East line of said subdivision to the Northeast corner thereof, also being the centerline of D'arcy Road;
thence South 88°56'24" West along said centerline of D'arcy Road, 1,332.44 feet, more or less, to an iron pipe at the intersection of the centerline of D'arcy Road with the centerline of the Bayview-Edison Road;
thence North 0°25'48" East along said centerline of the Bayview-Edison Road (per road alignment found on that certain Skagit County subdivision map for Section 18, Township 35 North, Range 3 East, W.M., by Frank Gilkey, dated June 1959, available at Skagit County Public Works), 2,692.50 feet to an angle point in the centerline;
thence North 0°59'48" East, 321.56 feet along said centerline to an intersection with the Easterly extension of a gravel driveway;
thence North 89°38'28" West, 20.00 feet along said centerline of the gravel driveway to the Westerly right-of-way margin of said Bayview-Edison Road and being the TRUE POINT OF BEGINNING of said line description;
thence continue North 89°38'28" West along the centerline of said gravel drive, or centerline extended, 400.00 feet;
thence North 0°59'48" East, 260.00 feet;
thence North 89°38'28" West, 888.42 feet, more or less, to the West line of the Northwest 1/4 of the Northeast 1/4 and terminus of the line;

EXCEPT road and ditch rights-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

(Note: Parcel P-34458 is not a separate certified lot, it attaches to P-34448 per Skagit County Lot of Record Certification recorded under Skagit County Auditor's File No. 201503030064).

11-20-14



HOFFMAN ESTATE
P-3445B

SEE RECORD OF SURVEY MAP RECORDED
UNDER A.F. NO. 201012010054
FOR ADDITIONAL INFORMATION

NAME	BEARING	DISTANCE
L1	S0°21'32"W	10.00'
L2	S0°21'32"W	20.00'
L3	N04°38'28"W	30.00'
L4	N0°21'32"E	10.00'
L5	N0°21'32"E	4.40'
L6	N04°38'28"W	35.84'

<p>EASTMENT EXHIBIT MAP IN PORTION OF AND THE N 1/4 AND NE 1/4 OF SECTION 16, T. 28 N. R. 5 E. M4 SKEAFF COUNTY, WASHINGTON FOR NORMAN ESTATE</p>	<p>USER: I ASSOCIATES, PLLC 10000 1st Avenue, Suite 100 Seattle, WA 98143</p>	<p>SCALE: 1"=50' 10-000 SITE MAP</p>
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BAYVIEW EDISON RD.