



201705030036

Skagit County Auditor

\$153.00

5/3/2017 Page

1 of

8 11:58AM

AFTER RECORDING MAIL TO:

Law Office of Cole & Gilday, P.C.  
10101 - 270<sup>th</sup> St. NW  
Stanwood, WA 98292

**OFF-SITE DRAINFIELD EASEMENT  
AND OPERATION AND MAINTENANCE AGREEMENT**

GRANTOR:	1) James Hunnex, Trustee of the RICHARD LEE HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST; and 2) James Hunnex, Trustee of the JUDITH ANN HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST
GRANTEE:	MUELLER, Erik
LEGAL DESCRIPTION:	Lot 33, Block 1 & Lot 9, Block 2, Lake Cavanaugh Subdivision 1
ASSESSOR'S TPN:	P66308/3937-001-033-0001; P66350/3937-002-009-0009

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of an interest in the land described herein, hereby declare this covenant and easement and place the same on record:

1. James Hunnex, Trustee of the RICHARD LEE HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST and James Hunnex, Trustee of the JUDITH ANN HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST, Grantors herein, are the owners in fee simple of the real estate situated in Skagit County, State of Washington, legally described in Exhibit A, attached hereto (PARCEL I), a portion of which ERIK MUELLER, Grantee herein, may install, maintain and repair a septic tank tightline and drainfield over, across, and under which will serve the property owned by the Grantees herein, which is described on Exhibit A attached hereto (PARCEL II).
2. Grantors hereby grant to Grantee an easement over, under and across the portion of Parcel I described in Exhibit B and depicted in Exhibit C, for the maintenance and repair of a septic tightline and drainfield for the use of one residential home on Grantee's Parcel II.
3. It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said Grantor's land which might be deleterious and injurious to the public health, safety and welfare.

4.

a. Now, therefore, the Grantors agree that said Grantors and their heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained any of the following upon the said land of the Grantors described above under the heading "Parcel I" so long as the same is used for operation, maintenance and repair of a septic tank tightline and/or drainfield. The Grantors shall be responsible for providing protection of the drainfield and reserve areas from:

- i. Encroachment by buildings or construction such as 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, for example by vehicular traffic or livestock; and
- v. Damage by soil removal and grade alteration;
- vi. Drains, such as footing or roof drains, which must be directed away from the area where the OSS is located.

Other than the above, Grantors make no warranties or guarantees concerning the condition or continued viability of the OSS, which is solely Grantee's responsibility.

b. It is further covenanted, agreed and understood that unity of right, title and interest to the property described above under the heading "Parcel I" and "Parcel II" shall not affect these covenants and easements and the same shall run with the land until such time as this easement is terminated according to the terms enumerated in paragraph (4) (c) hereof.

c. The Grantors further agree that said covenants and easement shall run with the land and shall be binding on all parties assuming or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof until such time as a sanitary sewer system approved by the Skagit County Health Department is available and connection is permitted by the sewer utility to serve the property described above under the heading "Parcel II", at which time the aforesaid easement and covenants will terminate without further notice upon the recording of a release of this easement and covenants signed by the Skagit County Health Department Officer.

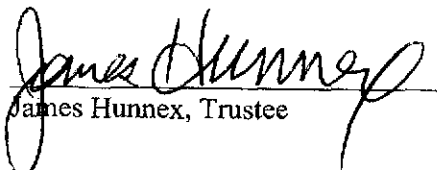
5. The Off-site property owner of Parcel II (Grantee) is responsible for properly operating and maintaining the OSS (on-site sewage system), and shall:

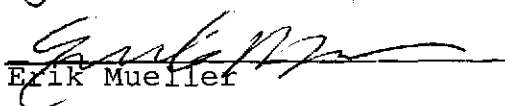
- UNRECORDED
- a. Determine the level of solids and scum in the septic tank and pump chamber (if applicable) at least once every three years, or as otherwise required by Skagit County Health Department;
  - b. Employ an approved pump to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary. The septic tank shall be pumped when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank. The pump and/or siphon chamber(s) shall be pumped when any solids are present;
  - c. Keep the flow of sewage to the OSS at or below the approved design both in quantity and waste strength;
  - d. Operate and maintain alternative systems as directed by the health officer;
  - e. Mark the easement area with permanent monuments,
  - f. Provide vegetation maintenance over drainfield, if applicable; and
  - g. Promptly restore vegetation (but not mature trees) injured or damaged by maintenance and repair activities.
6. It is understood that Grantors and their successors may use the remainder of PARCEL I for any purposes not in derogation of this easement, including construction of a building and another drainfield.
7. The plot plan attached hereto is for illustrative purposes only and shall not serve to define or modify the easement described.

DATED this 2nd day of May, 2017.

GRANTOR & GRANTEE:  
Owner of Parcel I

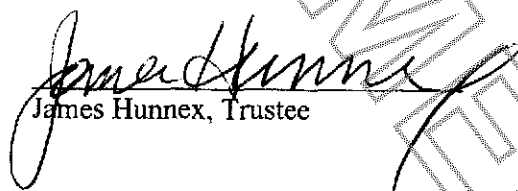
RICHARD LEE HARMAN LAKE  
HOME IRREVOCABLE QUALIFIED  
PERSONAL RESIDENCE TRUST

  
James Hunnex, Trustee

  
Erik Mueller

GRANTOR & GRANTEE:  
Owner of Parcel I

JUDITH ANN HARMAN LAKE  
HOME IRREVOCABLE QUALIFIED  
PERSONAL RESIDENCE TRUST

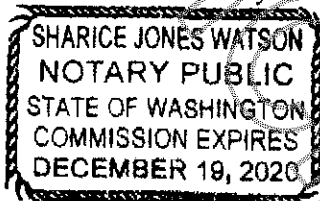
  
James Hunnex, Trustee

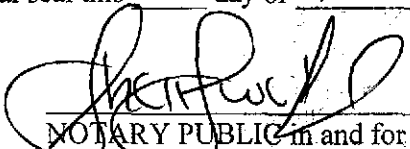
STATE OF WASHINGTON )

COUNTY OF KING ) ss:

I certify that I know or have satisfactory evidence that James Hunnex is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Trustee of the RICHARD LEE HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 2 day of MAY, 2017.



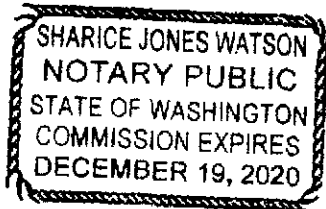
  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at: KING  
My appointment expires: 12/19/20

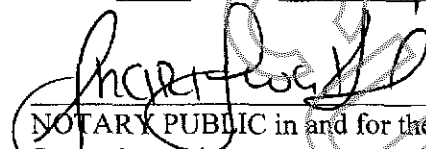
STATE OF WASHINGTON )

COUNTY OF KING ) ss:

I certify that I know or have satisfactory evidence that James Hunnex is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Trustee of the JUDITH ANN HARMAN LAKE HOME IRREVOCABLE QUALIFIED PERSONAL RESIDENCE TRUST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 2 day of MAY, 2017.



  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at: KING  
My appointment expires: 12/19/20

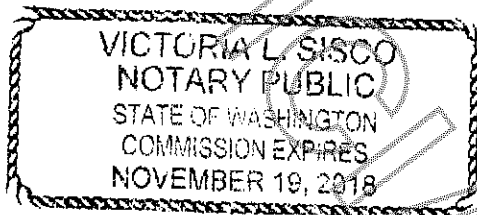
STATE OF WASHINGTON )

) ss:

COUNTY OF SNOHOMISH)

On this day personally appeared before me ERIK MUELLER, 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 3<sup>rd</sup> day of May, 2017.



Victoria L. Sisco  
NOTARY PUBLIC in and for the State of  
Washington, Residing at Stanwood  
My appointment expires: 11/19/18

Easement  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 03 2017

Amount Paid \$  
Skagit Co. Treasurer  
By mf Deputy

EXHIBIT A

PARCEL I:

TPN: P66350/3937-002-009-0009

Lot 9, Block 2, Lake Cavanaugh Subdivision, Division No. 1, according to the Plat thereof, recorded in Volume 5 of Plats, Pages 37 through 43, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL II

TPN: P66308/3937-001-033-0001

Lot 33, Block 1, Lake Cavanaugh Subdivision, Division No. 1, according to the Plat thereof, recorded in Volume 5 of Plats, Pages 37 through 43, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

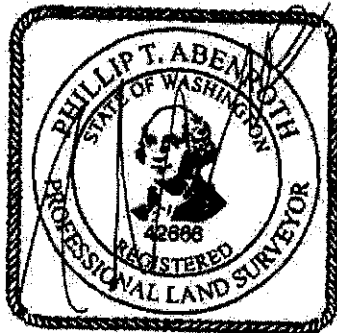
## EXHIBIT B

### Lot 33 Drainfield Easement Description

A PORTION OF LOT 9, BLOCK 2, LAKE CAVANAUGH DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 37 THROUGH 43, RECORDS OF SKAGIT COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

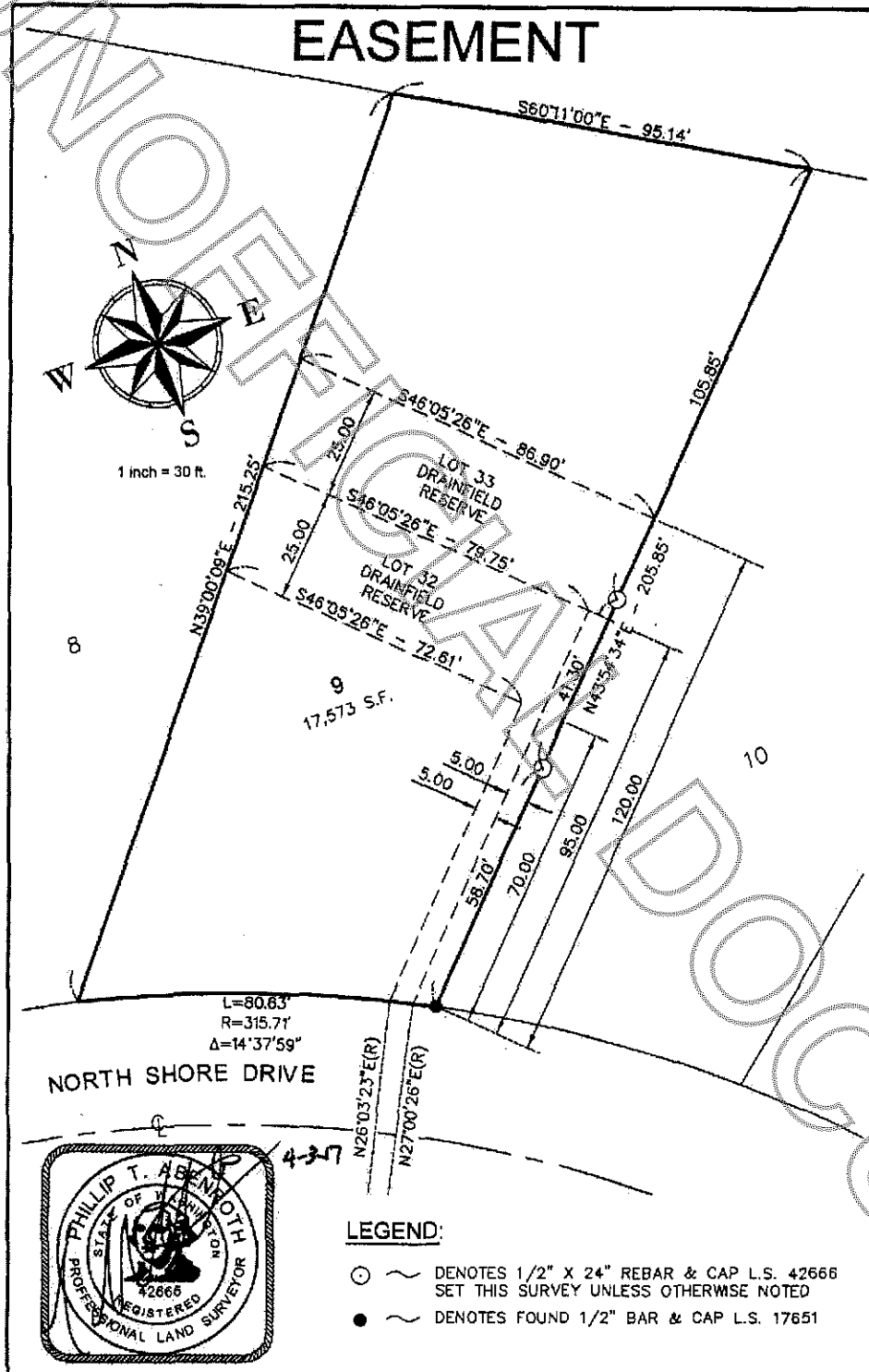
**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 9;  
**THENCE** NORTH  $43^{\circ}54'34''$  EAST, ALONG THE SOUTHWEST LINE OF LOT 9, A DISTANCE OF 120.00 FEET;  
**THENCE** NORTH  $46^{\circ}05'26''$  WEST, A DISTANCE OF 86.90 FEET TO THE NORTHWEST LINE OF SAID LOT 9;  
**THENCE** SOUTH  $39^{\circ}00'09''$  WEST ALONG SAID NORTHWEST LINE, A DISTANCE OF 25.09 FEET;  
**THENCE** SOUTH  $46^{\circ}05'26''$  EAST, 79.75 FEET TO A POINT ON A LINE 5' NORTHWESTERLY OF AND PARALLEL WITH THE SOUTHEAST LINE OF SAID LOT 9;  
**THENCE** SOUTH  $43^{\circ}34'43''$  WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 96.47 FEET TO THE NORTHERLY MARGIN OF NORTH SHORE DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 315.71 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS NORTH  $27^{\circ}00'26''$  EAST;  
**THENCE** SOUTHEASTERLY 5.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $0^{\circ}56'46''$  TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



4-3-17

EXHIBIT C



JOB NO.: 21326	DATE: 4/3/2017	DWN. BY: LAF
PORT'N GOV'T LOT 2, SEC.22, TWP.33N, RGE.6E, W.M.		
SKETCH FOR:		
<b>ERIC MUELLER</b>		
V:\21326\DWG\21326-SK.DWG (SKETCH)		
<b>CASCADE SURVEYING AND ENGINEERING, Inc.</b> P.O. BOX 326 ARLINGTON, WA (360) 435-5551		