



201902220032

02/22/2019 11:07 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

Return Address:

JOHNS MONROE MITSUNAGA
KOLOUŠKOVÁ PLLC
ATTN: Vicki Orrico
11201 SE 8th Suite 120
Bellevue, WA 98004

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 22 2019

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

AUDITOR/RECORDER'S INDEXING FORM

ORIGINAL

Document Title(s):	AMENDED DRAINFIELD EASEMENT
Reference Number(s) of Documents assigned or released:	201508120061
Grantor(s):	Svend and Caitlin Svendsen
Grantee(s):	Doug and Elga Kinnear
Legal Description: (abbreviated)	LOT 3, SP PL 10-0016, PTN SW S32, T35N, R3E, W.M.
<input checked="" type="checkbox"/> Additional legal is on page	1-2 of document.
Assessor's Property Tax Parcel/Account Number:	P35244 and P132827

AMENDED DRAINFIELD EASEMENT

Svend Svendsen and Caitlin Svendsen, a married couple (collectively "Svendsen"), and Doug Kinnear and Elga Kinnear, a married couple (collectively "Kinnear"), enter into this Amended Drainfield Easement:

WHEREAS, Svendsen owns the following described property (the "Svendsen Property"):

LOT 3, SHORT PLAT PL 10-0016, APPROVED AUGUST 11, 2015, RECORDED AUGUST 12, 2015, RECORDED UNDER AF#201508120061, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

EASEMENT FOR DRAINFIELD - 1

WHEREAS, Kinnear owns the following described property (the "Kinnear Property"):

LOT 1, SHORT PLAT PL 10-0016, APPROVED AUGUST 11, 2015, RECORDED AUGUST 12, 2015, RECORDED UNDER AF#201508120061, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.

WHEREAS, PL10-0016, recorded under Skagit County Recording Number 201508120061, subdivided the Kinnear Property and Svendsen Property;

WHEREAS, PL10-0016 contained an easement for the Property Kinnear to place a drainfield for its septic system on the Svendsen Property ("Easement"); and

WHEREAS, the Kinnears are in the process of building improvements on the Kinnear Property and intend to install a septic system drainfield ("Drainfield") on the Svendsen property; and

WHEREAS, the parties wish to amend the "Easement Serving Lot 1 for Alternate Drainfield Area" shown on the face of SHORT PLAT PL 10-0016, to better define the easement area and other rights and obligations with regard to the Drainfield Easement;

THEREFORE, the parties agree as follows:

1. The parties agree that the easement area ("Easement Area") for the Drainfield Easement to allow the construction, maintenance and use of the Drainfield on the Svendsen Property for the benefit of the Kinnear Property is as set forth on Exhibit A – Drainfield Survey.

2. Kinnear shall have sole responsibility for obtaining all required permits for construction, maintenance and use of the Drainfield in the Easement Area and shall bear all costs of construction and maintenance of the Drainfield, provided Svendsen will cooperate with the efforts of Kinnear to obtain permits as necessary provided no expense is incurred by the Svendsen. Kinnear shall have the right to and the responsibility for both maintenance of all improvements made in the Easement Area by Kinnear and regular control of vegetation in the Easement Area. After completion of construction, Kinnear shall seed the Easement Area with grass. Svendsen shall, no later than 48 hours from the execution of this Amended Drainfield Easement, indicate to Kinnear, to the best recollection of Svendsen the type and general location of any utilities or other infrastructure located within the Easement Area. Kinnear shall promptly repair any damage to utilities so identified by Svendsen that are caused by Kinnear during construction of the Drainfield.

3. The construction, installation, operation and maintenance of the Drainfield shall be in compliance with all applicable Federal, State and County regulations. Any assessments, fines, or remediation for failure to comply with these regulations shall be the sole responsibility of Kinnear. In the event of evidence of failure of the drain field installed by Kinnear, Kinnear shall have the drain field promptly inspected by a qualified contractor and shall promptly take all actions necessary to restore the drain field to good, working order and repair any damage caused by such failure to the Easement Area or surrounding property.

4. From and after execution of this Amended Drainfield Easement, Svendsen shall allow access to the Easement Area and shall not place any physical impediments, including infrastructure, utilities or other impediments in the Easement Area, for the purpose of preventing Kinnear's construction, maintenance and use of the Septic System Drainfield on the Svendsen Property and use of the Easement Area. Svendsen grants permission to Kinnear to remove the three trees depicted on the attached Exhibit _____. Kinnear shall remove the three trees and tree stumps.

5. This Amended Drainfield Easement shall remain in full force and effect for as long as the Drainfield is located on the Svendsen property, or such time as Kinnear connects to a sewer system.

6. Kinnear shall indemnify, defend and hold Svendsen harmless from and against all loss, cost, liability and expense (including reasonable attorneys' fees) arising from injury to person or damage to property to the extent caused by Kinnear, and/or Kinnear's contractors, invitees, guests, employees or agents, that occurs in the Easement Area.

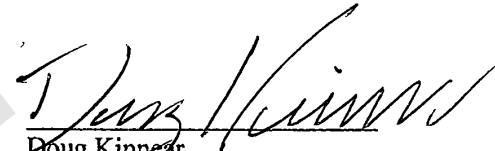
7. In the event of any litigation, arbitration or other proceeding arising out of or brought to enforce or interpret this Agreement, the substantially prevailing party therein shall be entitled to an award of its reasonable attorneys' fees and costs incurred therein, in the preparation therefor, and or any appeal or rehearing thereof.


8. The terms and conditions of this Agreement are appurtenant to the Kinnear Property and the Svendsen Property, shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, the successors, grantees and assigns of the owners of each of the Svendsen Property and Kinnear Property.

Dated this 1 day of February, 2019.


Svend Svendsen


Caitlin Svendsen


Doug Kinnear

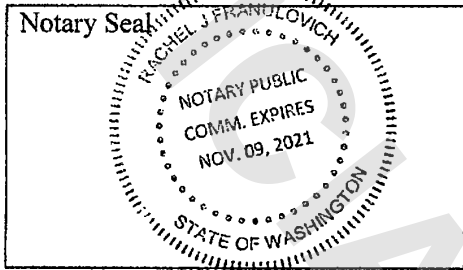

Elga Kinnear

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
COUNTY OF Skiagit) ss.

On this day personally appeared before me Svend Svendsen 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 6th day of February 2019.

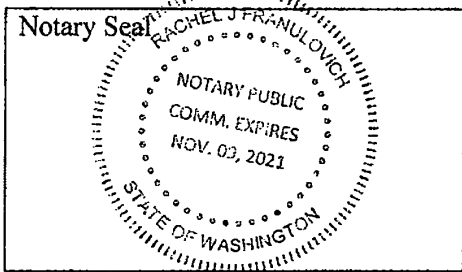


Rachel J. Franulovich
RACHEL FRANULOVICH (Print Name)
Notary Public Residing at Ancworth
My appointment expires: 11-9-2021

STATE OF WASHINGTON)
COUNTY OF Skiagit) ss.

On this day personally appeared before me Caitlin Svendsen, 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 6th day of February 2019.

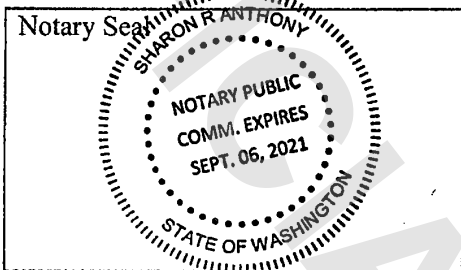


Rachel J. Franulovich
RACHEL FRANULOVICH (Print Name)
Notary Public Residing at Ancworth
My appointment expires: 11-09-2021

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Doug Kinnear 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 14th day of February, 2019.

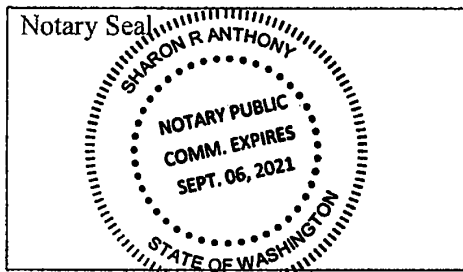


Sharon R. Anthony
Sharon R. Anthony (Print Name)
Notary Public Residing at Burlington
My appointment expires: 9-6-2021

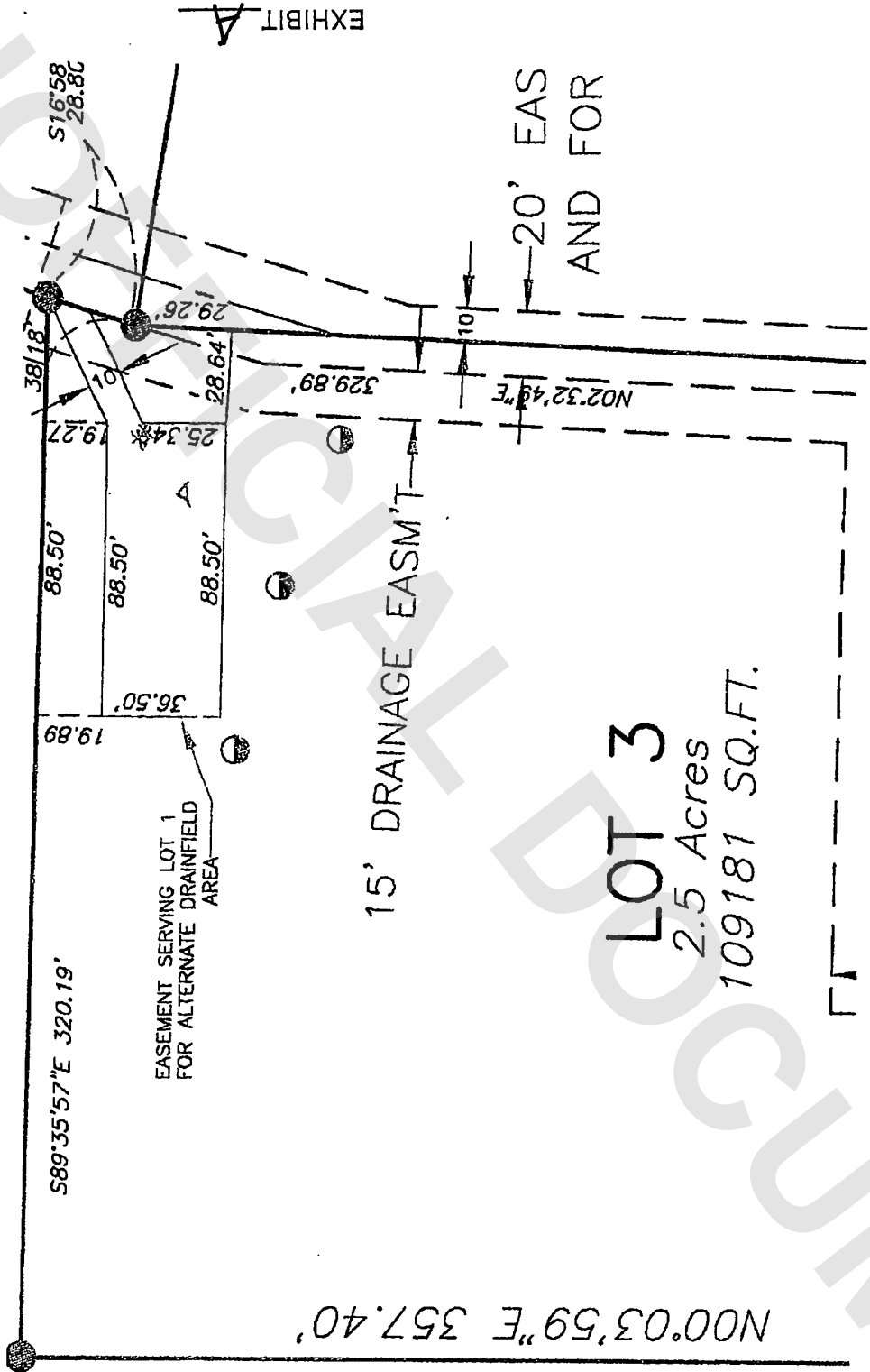
STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me Elga Kinnear, 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 14th day of February, 2019.



Sharon R. Anthony
Sharon R. Anthony (Print Name) SRA
Notary Public Residing at Burlington
My appointment expires: 9-6-2021



* 2 cedar trees
 Δ 1 maple tree