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Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019 2364
JUN 14 2019

Gavin J. Murray
6330 Mountain View Lane
Anacortes, WA 98221

Skagit County Tax Parcel No.: P113210
Mobile Phone No.: 1-360-929-8264

Amount Paid \$ 361.⁰⁰
Skagit Co. Treasurer
By *nam* Deputy

GUARDIAN NORTHWEST TITLE CO.
19-1837

SEPTIC SYSTEM DRAIN FIELD EASEMENT

This Agreement is made this 10th day of June, 2019, between Gavin J. Murray, herein referred to as a GRANTOR and Charlene and Darron Justice, herein referred to as GRANTEE.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the residence or recreational facility now or hereafter located upon the following described real estate situated in Skagit County, State of Washington, to wit:

Tax Parcel No.: ~~P65534~~ P113210

Legal Description: Tract "A" of "FUNK & KELLERS CAMPBELL LAKE TRACTS, SUBDIVISION NO.1" as per plat recorded in Volume 8 of Plats, Pages 80 and 81, records of Skagit County, Washington.

Street Address: 6391 Mountain View Lane, Anacortes, Washington 98221

In consideration of 20,000 and no/100th Dollars (\$20,000.00) paid to the GRANTOR by the GRANTEE at the closing of the sale of P65534 by the GRANTOR to the GRANTEE, GRANTOR hereby conveys and warrants to GRANTEE the following easement effective upon the closing of the sale referred to above, and by this reference made apart hereof for the purpose of installing, constructing, operating, maintaining, inspecting, removing, repairing, replacing, and using a residential septic system soil absorption system (hereafter referred to as "DRAIN FIELD"); TOGETHER WITH the non-exclusive right of ingress to and egress from said property for the foregoing purposes:

A non-exclusive perpetual easement across, along, in, upon, and under GRANTOR'S real estate situated in Skagit County, State of Washington, to wit:

Drain Field Easement on 6330 Mountain View Lane - p. 1

Tax Parcel No.: P113210

Legal Description: Tract "B" of "FUNK & KELLERS CAMPBELL LAKE TRACTS, SUBDIVISION NO.1" as per plat recorded in Volume 8 of Plats, Pages 80 and 81, records of Skagit County, Washington

Street Address: 6330 Mountain View Lane, Anacortes, WA 98221

Temporary Easement: An initial temporary DRAIN FIELD easement shall apply only to a portion of #P113210 located on and east of the current driveway accessing #P113210 from Mountain View Lane as shown in the attached drawing entitled "TRACT A TEMPORARY DRAIN FIELD EASEMENT". The temporary easement area shown on this attached drawing identifies the area available on #P113210 for the initial design, non-exclusive access, construction, and commissioning of a DRAIN FIELD serving #P65534. This temporary easement does not permanently inure benefit to the GRANTEE except as described below.

Permanent Easement: The final easement comes into effect once the DRAIN FIELD is constructed and commissioned with the Skagit County Department of Planning and Development or its successor agency(ies) responsible for enforcing septic system regulations. This permanent easement will be delineated by the boundaries of the following features as shown in the final "as built" drawings approved by the GRANTOR and authorizing agency(ies):

- The installed DRAIN FIELD,
- The DRAIN FIELD reserve area,
- The DRAIN FIELD's piping corridor(s),
- Any DRAIN FIELD valve manifold(s) required to be installed on Tract A by the design, and
- Additional space west of the DRAIN FIELD (as shown in the final easement "as built" drawing) which may be used to stage material and/or equipment during major repair work, should it ever be necessary.

The septic system's "as built" drawings shall be compiled as a dedicated layer within a multi-layered electronic CAD file provided by the GRANTOR to the GRANTEE at CLOSING. The purpose for this specification is to ensure that the location and components of the DRAIN FIELD are clearly identified and described for the benefit of both the GRANTOR and the GRANTEE.

The GRANTEE's onsite septic system Designer or Professional Engineer must submit the completed drawing within 30 days of commissioning to the GRANTOR and to the Skagit County

Department of Planning and Development or its successor agency(ies) responsible for receiving "as built" septic system drawings for the county or state. The GRANTOR commits to assist the GRANTEE's Designer or Professional Engineer in compiling the CAD "as-built" drawing using the Designer's or Professional Engineer's drawing containing all necessary measurements and bearings.

Upon acceptance by the GRANTOR and the authorizing agency, the "as built" drawing(s) must be recorded within ten days by the GRANTEE against the titles of both #P113210 and #P65534. This "as built" drawing will be clearly associated with this earlier-recorded easement.

This easement shall include non-exclusive access only through the lower portion of the driveway on #P113210 (as shown on the "TRACT A TEMPORARY DRAIN FIELD EASEMENT" drawing).

The temporary and permanent easements described above include the following conditions and covenants which GRANTOR and GRANTEE hereby promise to faithfully and fully observe and perform:

1. COSTS AND EXPENSES

GRANTEE shall bear and promptly pay all costs and expenses of permitting, construction, recording of drawings, maintenance, and operation of the residential septic system on tax parcel #P65534 and the associated DRAIN FIELD located on tax parcel #P113210, as well as all piping in between the two properties which will be placed under Mountain View Lane, a county road that separates Tract A and Tract B.

GRANTEE shall bear any costs associated with completing the interceptor drain on P113210 along the SR 20 property boundary if construction of said drain is required by his DRAIN FIELD design.

GRANTEE will also bear all costs required to restore the site once construction is complete, including debris clean-up, leveling, re-surfacing, and replanting grass over the DRAIN FIELD.

2. SYSTEM DESIGN

GRANTEE shall design (or commission the design of) a residential septic system and associated DRAIN FIELD which complies with all applicable local and state rules and regulations. Design work will only be performed by a licensed Professional Engineer or Onsite Septic System Designer (heretofore referred to as "DESIGNER").

GRANTEE shall design a DRAIN FIELD which, if at all possible, avoids the construction of mounds or other above ground appurtenances except for the DRAIN FIELD's control manifold, if necessary.

The design will also, to the extent feasible, place the DRAIN FIELD and associated appurtenances as far to the east of the Tract B property as possible

GRANTEE may safely remove alders located in the vicinity of the new DRAIN FIELD but will retain the three fir trees located at the eastern end of Tract B.

GRANTEE shall coordinate the design of the DRAIN FIELD with the GRANTOR so that the GRANTOR may provide input and approval of final layout and appearance and so GRANTOR may coordinate construction activity which may occur on the berm upgradient of the DRAIN FIELD along SR 20 on Tract B. GRANTOR shall respond in writing with any design changes requested in the DRAIN FIELD within three days of receiving design from GRANTEE. GRANTEE shall coordinate all meetings with the DESIGNER and GRANTOR.

3. PRIOR APPROVAL OF PLANS & PERMITTING

Prior to the installation and/or alteration of the DRAIN FIELD by GRANTEE, plans for said construction and/or alteration shall be submitted to and approved by the Skagit County Department of Planning and Development (or any successor agency responsible for septic system permitting) and the Grantor. Work requiring a Skagit County permit will only be performed with a valid permit.

4. CONSTRUCTION AND MAINTENANCE

GRANTEE shall construct, maintain, and operate the residential septic system and DRAIN FIELD in accordance with all applicable laws and regulations including but not limited to those enforced by the Skagit County Department of Planning and Development, the Skagit County Department of Public Health, the Washington state Department of Health, and any of their legitimate successors or assigns.

If a DRAIN FIELD valve manifold(s) must be installed above ground, then it (they) should be placed on Tract A if at all possible or, if it must go on Tract B, it should be placed towards the upgradient perimeter near SR 20 and out of the way as much as possible. If manifolds must be installed on Tract B, then boulder (or other substantial) barriers must be placed around them for protection. GRANTEE will construct the system with no unprotected piping left exposed which could easily be damaged during mowing, weed whacking, brush removal, yard maintenance, etc.

During construction and repair activities, GRANTEE will employ sediment control methods around disturbed soil surfaces, paying special attention to preventing erosion of soils into the road below the site.

No permanent fencing or walls may be erected, or hedges planted, around the DRAIN FIELD without approval of the GRANTOR.

GRANTEE must not plant or permit the growing of species of plants on or around the DRAIN FIELD which would threaten the DRAIN FIELD's function. A list of plants and trees with particularly invasive root systems may be provided to the GRANTEE by their DESIGNER, but includes alders, poplar, cherry, silver and red maples, and other species with aggressive root systems. GRANTOR must likewise consult the DESIGNER prior to planting trees or shrubs within five feet of the DRAIN FIELD and reserve area. Note that it is the GRANTEE's intention to eventually install evergreen plantings and trees on the side of the berm upgradient of the DRAIN FIELD for the purpose of noise attenuation and physically barricading to reduce risks of vehicles coming off of SR 20.

The GRANTEE and his DRAIN FIELD constructor (hereto after referred to as "INSTALLER") and other representatives shall take special care to avoid damaging the GRANTOR's existing drain field and reserve area serving the residence on 6330 Mountain View Lane (#P113210) and located as shown in the attached drawing titled "TRACT A TEMPORARY DRAIN FIELD EASEMENT". Constructors and others shall stay at least 20 feet away from this separate drain field as it is constructed using shallow drip tubing which can be damaged by vehicles or even shallow digging of any kind. It is therefore essential that GRANTEE ensure that no vehicles are ever driven over this area for any reason (exception: GRANTOR may use a mower on his drain field).

Similarly, GRANTEE and his representatives must use care not to run over or otherwise damage the yard hydrant and other associated underground utilities in an open sump located just south of the DRAIN FIELD access way. The location of this hydrant and the associated utilities sump are shown on the "TRACT A TEMPORARY DRAIN FIELD EASEMENT" drawing, and GRANTEE is encouraged to consult with GRANTOR so this equipment can be clearly identified and demarcated by the GRANTEE's INSTALLER prior to any work beginning on site.

GRANTEE shall establish a renewable contract with a licensed and bonded Onsite Sewer System Operations & Maintenance Specialist (heretofore referred to as "O&M") who is trained and certified to inspect, service, and maintain the proprietary septic system to be installed on #P65534 and #P113210. The system – including the DRAIN FIELD – will then be regularly inspected at least as frequently as required by code and the manufacturer, with deficiencies promptly corrected upon identification, recognizing that deficiencies in septic system equipment and/or operation along Lake Campbell can have a direct deleterious effect on the lake's water quality and public safety.

5. WORK STANDARDS & INSURANCE

All work to be performed by GRANTEE and his DESIGNER, INSTALLER, O&M, or other contractor(s) shall be in accordance with plans approved by the Skagit County Department of Planning and Development and shall be completed in a workman-like manner free of claims and liens.

GRANTEE will verify that his DESIGNER, INSTALLER, and O&M are each fully licensed and bonded per state and/or county rules. The GRANTEE shall also see that any INSTALLER or O&M he employs to enter or do work on #P113210 maintain General Liability ("GL") insurance coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and that the GRANTOR is personally named as "additionally insured" on their GL policies.

Finally, anyone brought by the GRANTEE onto #P113210 to do work on the DRAIN FIELD and who must bring a vehicle onto the site must maintain current commercial vehicle liability insurance with limits of no less than \$300,000 per occurrence and \$500,000 aggregate. This includes companies or individuals operating dump trucks, excavators, light duty pickups, and any other vehicles brought onto the jobsite.

Prior to beginning work, the GRANTEE shall ensure that the GRANTOR is provided a *Certificate of Insurance* showing the GRANTOR as being named as additionally insured for each of these policies.

Upon completing construction, removal, repair, or maintenance work on the residential septic system's DRAIN FIELD, GRANTEE shall remove all debris and restore the surface of the property. The GRANTEE shall restore any survey references or caps which were disturbed or destroyed. Brush, logs, debris, additional building materials, etc. shall all be removed, and the land surface replanted with grass and left in a condition which will eventually allow mowing with a residential, light-weight mower.

GRANTEE shall also repair and restore any damage which may occur during construction or maintenance activities as a result of INSTALLER's, O&M's, landscapers', or other GRANTEE representatives' activities on the GRANTOR's driveway, on or along Mountain View Lane, and/or the DRAIN FIELD east-west accessway between the driveway and the DRAIN FIELD.

DRAIN FIELD installation, demolition, and replacement work will be performed in a timely manner, consistent with CC&Rs applicable to the neighborhood. Construction of the DRAIN FIELD must be completed within 60 days of initial excavation.

6. PROTECTION OF DRAIN FIELD

GRANTOR shall, within 60 days of CLOSING, remove all personal items from the DRAIN FIELD construction area on the east end of tax parcel P113210. [Note: Removal of the 40' steel shipping container will be dependent on weather and soil conditions so as to avoid smearing soils inside the DRAIN FIELD area per county and state regulations.]

GRANTOR shall also ensure that no encroachments shall be made on the final easement area, including but not limited to the following:

- placement of water, power or utility lines in the final easement area, including underground sprinkler systems;
- driving, parking or paving over the easement area;
- constructing buildings, utility lines, or improvements except as permitted by applicable laws or regulations; or
- cultivation or maintenance of farm animals.

GRANTOR retains full title and right to occupy the easement area provided that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere with the construction, maintenance, use, or proper functioning of the residential septic system's DRAIN FIELD. GRANTOR'S uses may include compatible recreational, horticultural, gardening, and similar activities.

7. ACCESS BY GRANTEE

GRANTEE shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system's DRAIN FIELD. Ingress into the easement area by the GRANTEE for any purpose herein shall be made via the driveway as shown in the attached drawing, or as the parties may otherwise agree.

GRANTEE shall exercise his right under this section so as to minimize interference with GRANTOR'S use of the property.

GRANTEE may not use the easement area for parking, recreational purposes, camping, gardening, etc.

8. NOTICES

The GRANTEE shall give GRANTOR written notification at least 15 days prior to the commencement of construction or major repairs to the DRAIN FIELD.

9. INDEMNIFICATION

GRANTEE accepts ultimate responsibility for all liabilities and outcomes associated with his DRAIN FIELD construction, maintenance, inspection, repair, and use activities on tax parcel P113210, and hereby holds the GRANTOR harmless and fully indemnifies GRANTOR against all regulatory, civil, and/or criminal liabilities which might arise from these activities except for those stemming from the gross or willful negligence of GRANTOR as it affects the DRAIN FIELD construction, maintenance, and use.

10. SUCCESSOR INTERESTS

This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

On the other hand, improperly treated or excessive sewage system water, or water that contains chemicals that should not have been placed into a septic system, can cause long term damage to soils and impair drain field function. It is therefore essential that the GRANTEE properly install, commission, operate, maintain, and inspect their septic system – including the treatment unit located on #P65534, the transmission lines to/from the DRAIN FIELD, and the DRAIN FIELD components on #P113210. Failure to properly maintain and use the system can affect others, so regular attention by a competent and certified O&M service provider is critical to providing a long term, healthy, and happy wastewater solution.

DATE _____

6-13-19

DATE
10-13-19

DATE _____

[illegible]

STATE OF Florida

COUNTY OF Duval SS: _____

I certify that I know or have satisfactory evidence that Gavin J Murray **(is)** are the person(s) who appeared before me, and said person(s) acknowledged that **(he) / she / they** signed this instrument and acknowledged it to be **(his) / her / their** free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: June 11th, 2019

Notary Public in and for the State of FL

Residing at Florida

My appointment expires 10/29/2022



Danijela Stupar
Notary Public
State of Florida

My Commission Expires 10/29/2022
Commission No. GG 263262

**ACKNOWLEDGEMENT OF SEPTIC DRAINFIELD EASEMENT BY
WASHINGTON FEDERAL BANK (MORTGAGE HOLDER ON TRACT B)**

Washington Federal the beneficiary on that certain Deed of Trust recorded as Skagit County Auditor's File No. 200912280214 encumbering Tract B of "Funk & Keller's Campbell Lake Tracts, Subdivision No. 1" hereby acknowledges and accepts the conveyance of the drain field easement to which this acknowledgment is attached.

Dated June 11, 2019

Washington Federal by _____

(Signature)

Sarah Jurkovich

(Printed)

its Assistant Vice President / Branch Manager.
(Title)

XX

STATE OF Washington

COUNTY OF Skagit

SS: _____

I certify that I know or have satisfactory evidence that Sarah Jurkovich is are the person(s) who appeared before me, and said person(s) acknowledged that he (she) / they signed this instrument and acknowledged it to be his / her / their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: June 11, 2019

Notary Public in and for the State of Washington

Residing at Anacortes

My appointment expires: 02-17-2020



