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REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Josie L Bear  
DATE 06/25/2021

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

<b>Document Title(s)</b> (or transactions contained therein):  Septic Drainfield Easement Amendment
<b>Reference Number(s) of Document(s) Assigned or Released:</b>  201904190032
<b>Grantor(s):</b>  1. Lake 16, LLC 2. Plats Plus, Inc. 3.
<b>Grantee(s):</b>  1. Lake 16, LLC 2. Plats Plus, Inc. 3.
<b>Legal Description</b> (abbreviated: i.e., lot, block, plat or section, township, range):  Lot 2, Lot 3, Lot 5, and Lot 6, Plat of Cascade Highlands Phase 1 & 3 as recorded Under Auditor's File No. 201904190032  Additional legal is on page <u>2</u> of document.
<b>Assessor's Property Tax Parcel/Account Number(s):</b> <input type="checkbox"/> Not yet assigned  P134687, P134688, P134690, P134691
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

### SEPTIC DRAINFIELD EASEMENT AMENDMENT

This Septic Drainfield Easement Amendment is made by Lake 16, LLC, a Washington limited liability company ("Lake 16"), and Plats Plus, Inc., a Washington corporation ("Plats Plus") (Lake 16 and Plats Plus collectively the "Developer").

WHEREAS, the Developer is the legal owner of that certain real property located in Skagit County, Washington, commonly known as Tax Parcel Nos. P134687, P134688, P134690, and P134691, legally described as follows:

Lot 2, Lot 3, Lot 5, and Lot 6, Plat of Cascade Highlands Phase 1 & 3 as recorded under Auditor's File No. 201904190032, records of Skagit County, Washington;  
Situate in Skagit County, Washington.

AND WHEREAS, said Plat of Cascade Highlands Phase 1 & 3 (the "Plat") indicated the location of septic drainfield easements to benefit Lot 5 and Lot 6;

AND WHEREAS, said Plat contained discrepancies in the labeling and numbering of the septic drainfield easements and associated plat notes benefiting Lot 5 and Lot 6;

AND WHEREAS, the Developer wishes to clarify the discrepancies on the Plat, and also to amend the location of the septic drainfield easement benefiting Lot 5;

NOW THEREFORE, the Developer hereby amends the septic drainfield easements indicated on the Plat benefiting Lot 5 and Lot 6 as follows:

1. The septic drainfield easement areas and provisions contained herein supersede and replace in their entirety the septic drainfield easement areas and related notes/provisions benefiting Lot 5 and Lot 6 as indicated on the Plat.
2. Declarant hereby reserves unto Lot 5 a perpetual non-exclusive septic drainfield easement across, through, and under a portion of Lot 2, said portion being legally described as follows:  

see Lot 5 Drainfield Easement Legal Description and  
Lot 5 Drainfield Easement Exhibit graphical depiction,  
both attached hereto and by this reference made a part hereof
3. Declarant hereby reserves unto Lot 5 a perpetual non-exclusive septic transmission line easement across, through, and under portions of Lot 2 and Lot 3, said portions being legally described as follows:  

see Lot 5 Drainfield Transmission Line Legal Description and  
Lot 5 Drainfield Transmission Line Exhibit graphical depiction,  
both attached hereto and by this reference made a part hereof
4. Declarant hereby reserves unto Lot 6 a perpetual non-exclusive septic drainfield easement across, through, and under portions of Lot 2 and Lot 3, said portions being legally described as follows:  

see Lot 6 Drainfield Easement Legal Description and  
Lot 6 Drainfield Easement Exhibit graphical depiction,  
both attached hereto and by this reference made a part hereof
5. The easements shall be for the purposes of installing, constructing, operating, inspecting, maintaining, updating, replacing, using, and removing residential septic tank transmission lines,

drainfield lines, drainfields and soil absorption systems, and all appurtenances related thereto (collectively the "Septic System").

6. Each benefiting property owner shall have the right, without prior institution of suit or proceeding at law, at times as may be necessary or convenient, to enter upon that benefiting property owner's easement area and additional portions of the burdened property as reasonably necessary for access to implement activities associated with the purposes as provided herein.
7. Each benefiting property owner shall maintain, repair, and/or replace the Septic System components located within that benefiting property owner's easement area(s), and shall keep the Septic System fully operational. In the event that any benefiting property owner fails to repair, replace, or maintain the Septic System components located within that benefiting property owner's easement area(s), each burdened property owner may make or cause to be made such maintenance, repair, and/or replacement, and obtain payment from the benefiting property owner for the cost of the work performed in the manner provided by law or as provided in any dispute resolution process to which the parties agree.
8. After accessing or utilizing their respective easement area(s) and/or the burdened property for the purposes stated herein, each benefiting property owner shall restore the surface of the easement area(s) and any other portion of the burdened property utilized for access to a condition reasonably equivalent to its condition prior to entry. Each benefiting property owner shall exercise best efforts not to damage any private improvements within the easement area(s) and the burdened property, but if damage occurs, the benefiting property owner shall repair and/or replace said improvements at the benefiting property owner's sole expense.
9. Subject to the restrictions contained herein, each owner of the burdened property shall have full use of the surface of the easement area(s) as long as such use does not interfere with the Septic System. No burdened property owner may construct or maintain or suffer to be constructed or maintained any structures, roads, driveways, or trails for vehicular traffic within the easement area(s). No burdened property owner may in any way compact the soil within the easement area(s) located on their property. No burdened property owner may, without prior written approval from the respective benefiting property owner, undertake, authorize, permit, or consent to any construction or excavation, including, without limitation, digging, tunneling, or other forms of construction activity within or near the easement area(s) located on their property that might in any fashion unearth, undermine, or damage the Septic System.
10. Each benefiting property owner agrees to indemnify, defend, and hold the respective burdened property owner and that burdened property owner's heirs, successors, and/or assigns harmless from any and all liability associated with the use, enjoyment, repair, or maintenance of the easement areas (including use by licensees or invitees). Each benefiting property owner expressly and specifically agrees that this indemnification shall be **without limitation**.

This Septic Drainfield Easement Amendment is a covenant running with the land and shall be binding upon Lake 16 and Plats Plus, and their respective successors and assigns. Lot 2, Lot 3, Lot 5, and Lot 6 shall be held, used, leased, sold, and/or conveyed subject to the terms of this Septic Drainfield Easement Amendment.

It is intended that the rights and obligations hereunder shall not be merged, terminated, or extinguished by reason of existing or future common ownership of Lot 2, Lot 3, Lot 5, and Lot 6.

In any suit or other proceeding arising out of or pertaining to this Septic Drainfield Easement Amendment, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially non-prevailing party, in addition to any other relief.

Lake 16, LLC

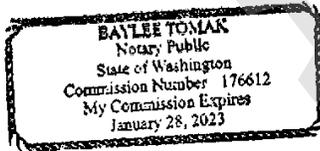
Plats Plus, Inc.

*Lisa Hallmon* 6/25/21  
 Signature Date  
 By Lisa Hallmon  
 Printed Name  
 Its Secretary  
 Title

*Lisa Hallmon* 6/25/21  
 Signature Date  
 By Lisa Hallmon  
 Printed Name  
 Its Vice President  
 Title

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF King )

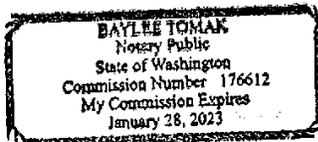
On this 25 day of June, 2021, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Secretary of Lake 16 LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



*Baylee Tomak*  
 Notary Public in and for the State of Washington  
 Printed Name Baylee Tomak  
 Residing at: Seattle  
 Appointment Expires: 1/28/23

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF King )

On this 25 day of June, 2021, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Vice President of Plats Plus Inc to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



*Baylee Tomak*  
 Notary Public in and for the State of Washington  
 Printed Name Baylee Tomak  
 Residing at: Seattle  
 Appointment Expires: 1/28/23

**LOT 5 DRAINFIELD EASEMENT LEGAL DESCRIPTION**

THAT PORTION OF LOT 2, PLAT OF CASCADE HIGHLANDS PHASE 1 AND 3, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2;  
THENCE NORTH 89°39'48" EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 114.45 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°44'29" EAST 111.02 FEET;  
THENCE NORTH 89°35'23" EAST 98.17 FEET;  
THENCE SOUTH 00°24'11" EAST 64.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 70.06 FEET;  
THENCE SOUTHERLY AND EASTERLY 26.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°20'34";  
THENCE SOUTH 21°45'17" EAST 22.55 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2;  
THENCE SOUTH 89°39'48" WEST ALONG SAID EASTERLY EXTENSION AND SAID SOUTH LINE 113.41 FEET TO THE POINT OF BEGINNING.

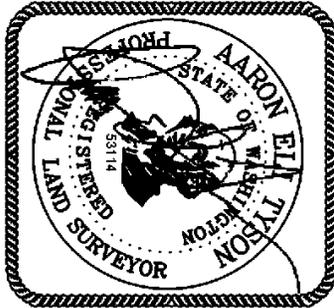
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

6-24-2021





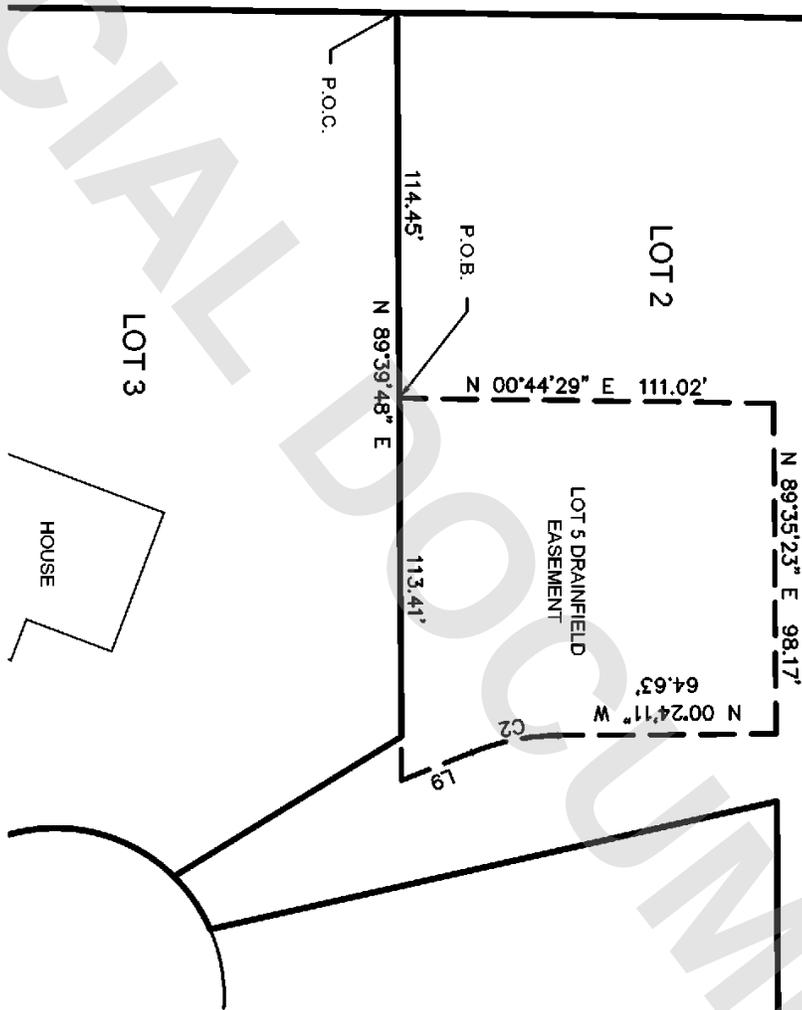
6-24-2021



P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
9	N 21°45'17" W	22.55'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C2	70.06'	21°20'34"	26.10'



**Northline**  
 Surveying  
 2025 Riverside Drive, Suite D  
 Mount Vernon, WA 98273  
 P: (360)899-9598  
 SURVEYING AND CONSTRUCTION TECHNOLOGIES

**LOT 5 DRAINFIELD  
 EASEMENT EXHIBIT**

DATE: 6/23/2021  
 DRAW: AET  
 SCALE: 1" = 50'  
 JOB#: 20-32

**LOT 5 DRAINFIELD TRANSMISSION LINE LEGAL DESCRIPTION**

A STRIP OF LAND, 10.00 FEET IN WIDTH, OVER PORTIONS OF LOT 2 AND LOT 3, PLAT OF CASCADE HIGHLANDS PHASE 1 AND 3, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON, THE EASTERLY LINE OF SAID STRIP IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;  
THENCE NORTH 89°39'48" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 214.89 FEET TO THE NORTHEAST CORNER THEREOF;  
THENCE CONTINUE NORTH 89°39'48" EAST ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE 12.97 FEET TO THE SOUTHEAST CORNER OF THAT OFFSITE DRAINFIELD EASEMENT FOR LOT 5, AS DEPICTED ON SHEET S-7 OF SAID PLAT AND THE BEGINNING OF SAID EASTERLY LINE DESCRIPTION;  
THENCE SOUTH 21°45'17" EAST ALONG THE EAST LINE OF THAT OFFSITE DRAINFIELD EASEMENT FOR LOT 6, AS DEPICTED ON SAID SHEET S-7 A DISTANCE OF 64.83 FEET TO THE EAST LINE OF SAID LOT 3;  
THENCE SOUTH 31°35'58" EAST ALONG SAID EAST LINE A DISTANCE OF 8.56 FEET TO THE NORTHERLY LINE OF TRACT D OF SAID PLAT AND THE TERMINUS OF SAID EASTERLY LINE DESCRIPTION.

THE WESTERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED TO INTERSECT AT THE NORTHERLY LINE OF SAID TRACT D AND THE SOUTHERLY LINE OF SAID OFFSITE DRAINFIELD EASEMENT FOR SAID LOT 5.

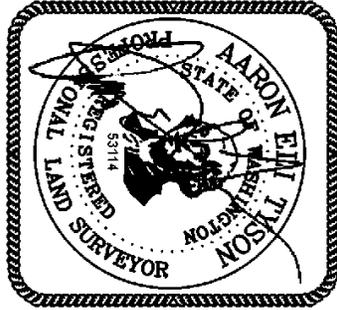
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

6-24-2021

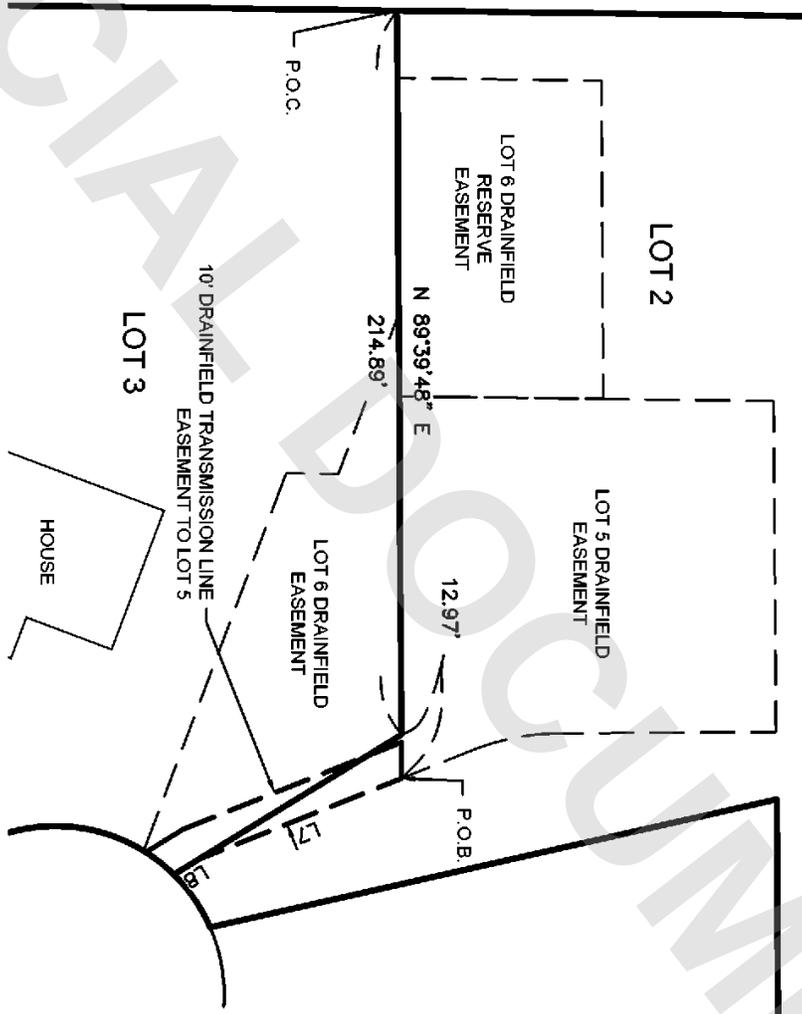




6-24-2021



LINE	BEARING	DISTANCE
L7	N 21°45'17" W	64.83
L8	N 31°35'58" W	8.56



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**LOT 5 DRAINFIELD TRANSMISSION LINE EXHIBIT**  
 DATE: 6/23/2021  
 DRAW: AET  
 SCALE: 1" = 50'  
 JOB#: 20-32

**LOT 6 DRAINFIELD EASEMENT LEGAL DESCRIPTION**

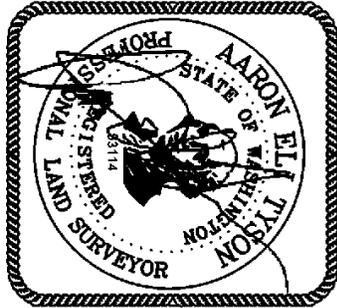
THOSE PORTIONS OF LOT 2 AND LOT 3, PLAT OF CASCADE HIGHLANDS PHASE 1 AND 3, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;  
THENCE NORTH 89°39'48" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 20.00 FEET TO THE EAST LINE OF THAT 20.00 FOOT DRAINAGE EASEMENT DEPICTED ON SHEET S-7 OF SAID PLAT, POINT OF BEGINNING;  
THENCE NORTH 00°45'20" EAST ALONG SAID EAST LINE 60.51 FEET;  
THENCE NORTH 89°39'48" EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 94.43 FEET TO THE WEST LINE OF THAT OFFSITE DRAINFIELD EASEMENT FOR LOT 5 OF SAID PLAT, AS DEPICTED ON SHEET S-7 THEREOF;  
THENCE SOUTH 00°44'29" WEST ALONG SAID WEST LINE 60.51 FEET TO THE NORTH LINE OF SAID LOT 3;  
THENCE NORTH 89°39'48" EAST ALONG SAID NORTH LINE 100.44 FEET TO THE NORTHEAST CORNER OF SAID LOT 3;  
THENCE CONTINUE NORTH 89°39'48" EAST ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE 12.97 FEET TO THE NORTHEAST CORNER OF THAT OFFSITE DRAINFIELD EASEMENT FOR LOT 6 OF SAID PLAT, AS DEPICTED ON SHEET S-7 THEREOF;  
THENCE SOUTH 21°45'17" EAST 64.83 FEET ALONG THE EAST LINE OF SAID OFFSITE DRAINFIELD EASEMENT TO THE EAST LINE OF SAID LOT 3;  
THENCE SOUTH 31°35'58" EAST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 8.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 45°25'01" WEST;  
THENCE WESTERLY AND SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 13°03'39" FOR A DISTANCE OF 11.40 FEET;  
THENCE LEAVING SAID EAST LINE NORTH 69°20'01" WEST ALONG A NON-TANGENT LINE 119.74 FEET;  
THENCE NORTH 00°44'29" EAST 15.47 FEET;  
THENCE NORTH 69°20'01" WEST 50.79 FEET TO THE NORTH LINE OF SAID LOT 3;  
THENCE SOUTH 89°39'48" WEST ALONG SAID NORTH LINE 70.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

6-24-2021



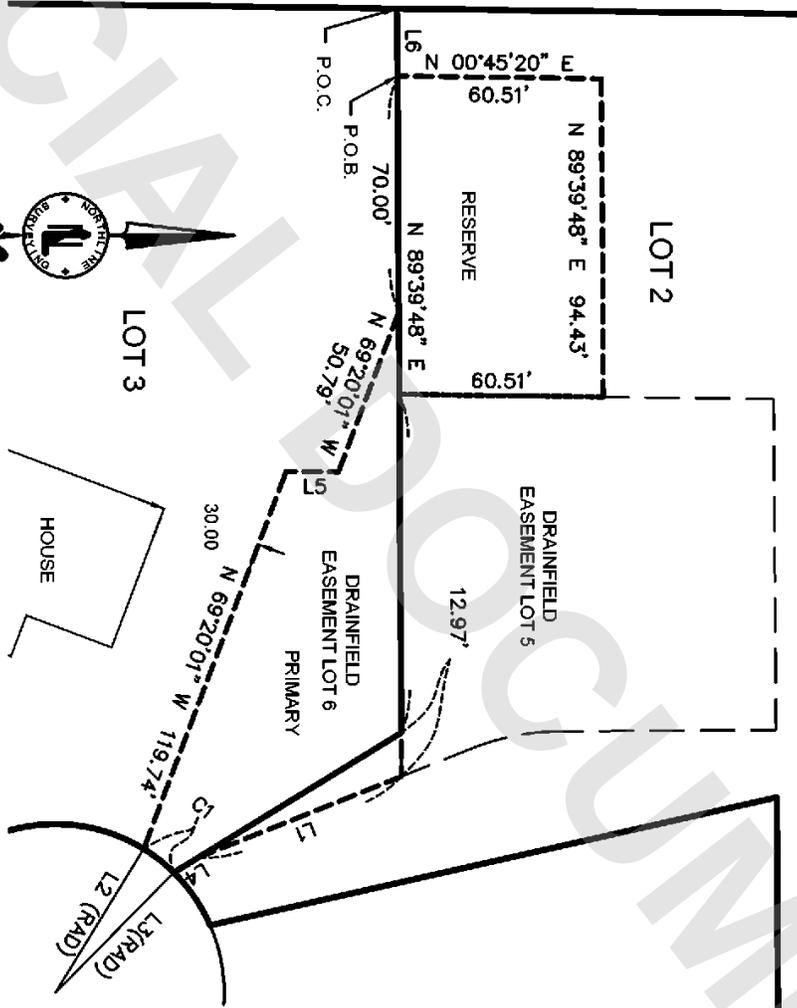


6-24-2021

P.O.B. POINT OF BEGINNING  
 P.O.C. POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
L1	N 21°45'17" W	64.83
L2	N 58°28'40" W	50.00'
L3	N 45°25'01" W	50.00'
L4	N 31°35'58" W	8.56'
L5	N 00°44'29" E	15.47'
L6	N 89°39'48" E	20.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	50.00'	13°03'39"	11.40'



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**LOT 6 DRAINFIELD  
 EASEMENT EXHIBIT**

DATE: 8/11/2021  
 DRAW: AET  
 SCALE: 1" = 50'  
 JOB#: 20-32