

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 09/17/2021

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

NICOLE L. TERPSTRA
ATTORNEY AT LAW, PLLC
709 Grover Street
Lynden, WA 98264
(360) 318-9300

**ACCOMMODATION
RECORDING ONLY
202032 - LT**

DOCUMENTS ASSIGNED OR RELEASED: None.

GRANTOR(S):

1. Jerry Hammer

GRANTEE(S):

1. Misbehaven 35, LLC

LEGAL DESCRIPTION: Full legal descriptions found on page 2

1. Ptn Lot 12 located in SE ¼ NW 1/4, Avalon Heights Plat AF# 200708220070
2. Lot 11, Avalon Heights Plat AF# 200708220070

ASSESSOR'S PARCEL NUMBER(S):

1. P126694/4939-000-012-0100 (Ptn Lot 12)
2. P126691/4939-000-011-0000 (Lot 11)

EASEMENT AGREEMENT FOR SEPTIC AND DRAIN FIELD SYSTEM

This EASEMENT AGREEMENT FOR SEPTIC AND DRAIN FIELD SYSTEM ("Agreement") is made as of this 16th day of September, 2021 ("Effective Date"), by JERRY HAMMER, a married man as his separate property ("Hammer") & MISBEHAVEN 35, LLC, a Washington limited liability company ("Misbehaven").

RECITALS

A. Hammer is the owner of certain real property located in Skagit County, Washington, legally described as follows (the "Burdened Property"):

That portion of Lot 12, PLAT OF AVALON HEIGHTS, located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 35 North, Range 04 East of W.M., situate in Skagit County, Washington, as recorded under Auditor's File No. 200708220070.

B. Misbehaven is the owner of certain real property located in Skagit County, Washington, legally described as follows (the "Benefited Property"):

Lot 11, PLAT OF AVALON HEIGHTS, recorded under Auditor's File No. 200708220070. Situate in Whatcom County, Washington.

C. Hammer desires to grant an easement for an existing drain field and related septic system constructed on the Burdened Property for the benefit of the Benefited Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties hereby covenant and agree as follows:

1. Grant of Easement.

Hammer does hereby grant, bargain, sell, convey, transfer and deliver over, under, across and through that portion of the Burdened Property legally described on Exhibit A attached hereto and incorporated herein by this reference, and approximately depicted on Exhibit B attached hereto and incorporated herein (the "Easement Area"), a non-exclusive easement for the purposes of maintaining, repairing, replacing, monitoring and managing a septic drain field and related improvements (the "Easement"). No driveways, buildings, ditches, interceptor drains, or any other development which would either impede water movement away from the drain field or allow groundwater to surface may be constructed in or about the Easement Area. Notwithstanding the non-exclusive nature of the Easement, no other septic drain field or related improvements other than those benefitting the Benefited Property may be located within the Easement Area without the consent of the owner of the Burdened Property, which consent may be withheld in that owner's sole discretion.

2. Duration.

The Easement herein granted shall be perpetual in duration.

3. Use of Easement Areas.

The owner of the Benefited Property shall have the right to construct, operate, maintain, repair, replace, improve, remove, and use the Easement Area, together with all necessary or convenient appurtenances thereto, in accordance with the purposes set forth in Section 1 above.

The owner of the Burdened Property reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided, however, that the owner of the Burdened Property shall not construct or maintain any buildings, structures or other objects or improvements in the Easement Area that may interfere with the Benefited Property owner's use of the Easement Area and the purposes for which the Easement is hereby granted as set forth in Section 1 above.

4. Allocation of Construction and Maintenance Costs.

The owner of the Benefited Property shall be responsible for all costs and expenses associated with the construction, installation, maintenance, and repair of the Easement for the benefit of the Benefited Property and for the use of the Easement Area as a drainfield and related septic system. The owner or owners of the Burdened Property shall have no liability for any costs or expenses associated with the construction, installation, maintenance and repair of the Easement, or the Easement Area, other than the payment of real property taxes that may be assessed thereon as a result of their fee simple ownership thereof.

The Easement Area shall promptly be restored to its previously existing condition after any construction, maintenance or repair within the Easement Area by the Benefited Property owner and said restoration costs shall be paid solely by the owner of the Benefited Property. The Easement Area shall be kept in a good condition at all times by the owner of the Benefited Property and shall be maintained in a manner that is in keeping with the surrounding development and landscape and shall not be allowed to become a nuisance or annoyance.

5. Indemnity.

The owner of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owner of the Burdened Property, and the Burdened Property owners' successors and assigns from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by the owners of the Benefited Property, their employees, agents, licensees, contractors, invitees, unless such loss, damage, liability or expense is negligently caused by the owner of the Burdened Property, his/her/its employees, agents, licensees, contractors or invitees.

6. Attorneys' Fees.

If it shall be necessary for any party to this Agreement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

7. Successors and Assigns.

The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.


8. Purchase Price/Recording.

The Easement granted herein shall be for no consideration other than the promises and agreements set forth herein. This Agreement shall be recorded in the records of Skagit County.

9. Severability.

Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

HAMMER:

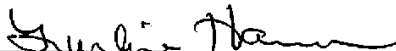


Jerry Hammer

MISBEHAVEN 35, LLC



By: Jerry Hammer, Member

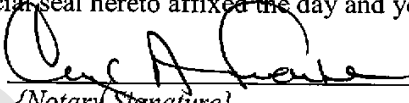


By: Lurline Hammer, Member

STATE OF WASHINGTON }
COUNTY OF ~~WHATCOM~~ ^{Skagit} } SS.

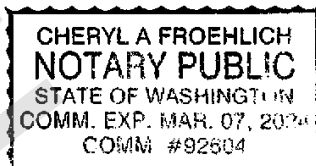
On this 16 day of Sept, 2021, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jerry Hammer**, who acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.


{Notary Signature}

SEAL

Notary Public in and for the State of WA
Residing at: Sedro Woolley
My commission expires: 3-7-24

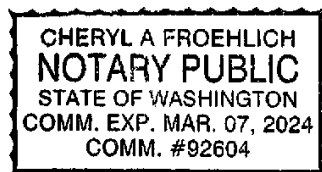


STATE OF WASHINGTON)
COUNTY OF ~~WHATCOM~~ ^{Skagit}) SS.

I certify that I know or have satisfactory evidence that Jerry Hammer & Lurline Hammer are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Members of MISBEHAVEN 35, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Sept 16, 2021.

(SEAL/STAMP)




NOTARY PUBLIC
My appointment expires: 3-7-24

EXHIBIT A
LEGAL DESCRIPTION OF BURDENED PROPERTY

EXHIBIT B
APPROXIMATE DEPICTION OF EASEMENT AREA

EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA

AN EASEMENT OVER, UNDER AND ACROSS A PORTION LOT 12, AVALON HEIGHTS, AS PER THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE No. 200708220070, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.

COMMENCING AT THE NORTHWEST CORNER OF LOT 11, SAID AVALON HEIGHTS; THENCE SOUTH 01°47'57" WEST A DISTANCE OF 17.82 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES:

Course	Bearing	Distance
E1	N 81°00'00" W	72.38'
E2	S 09°00'00" W	52.00'
E3	S 81°00'00" E	78.95'
E4	N 01°47'54" E	52.41'

AS DEPICTED ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD OR OTHERWISE.

