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03/16/2023 12:11 PM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

Return Address:

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REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>B. M. [Signature]</u>
DATE	<u>03/16/23</u>

Document Title: Septic & Easement Agreement

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):

☐ additional grantor names on page \_\_\_\_

- 1) Dan Pugerude
- 2) Kathleen Pugerude

Grantee(s):

☐ additional grantor names on page \_\_\_\_

- 1) Brian Kelly
- 2) Kim Kelly

Abbreviated Legal Description:

☐ full legal on page(s) \_\_\_\_

LT 23, Blk 1, Lake Cavanaugh Sub, Div 1

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page \_\_\_\_

P66298

March 11, 2023

Brian Kelly  
Kim Kelly  
1301 2d Avenue #1950  
Seattle WA 98101

**RE: Septic & Easement Agreement**

Dear Brian & Kim:

Kathleen and I herein agree to promptly hire a contractor to install a new code-compliant septic system and drain field on our property (33734 NSD) between now and May 31, 2023. We agree to pay soft and hard costs associated therewith.

If our contractor is actively working on the installation to completion but additional time is needed beyond May 31, 2023 to finish the scope of work, Brian and Kim herein agree to allocate fourteen (14) additional days to complete the project.

Furthermore, Kathleen and I agree to provide Brian and Kim a copy of our fully signed contract agreement with our septic system contractor via email as soon as possible.

Simultaneously, Kathleen and I will submit a request form with the County and or other jurisdiction as needed and pay one half of all associated fees and expenses associated with the removal of the drain field easement on 33744 NSD. We will pursue this easement removal in earnest and agree that said easement will be removed no later than June 14, 2023.

In the unlikely event Kathleen and I do not install the septic system and drain field on 33734 and/or remove the drain field easement on 33744 by May 31, 2023, then we acknowledge and agree that the new owners of 33744 (Brian and Kim Kelly) shall have the right to place a lien on our property (33734 NSD) to cover the cost associated with the purchase and installation of the septic system and the time and effort associated with managing this project and easement removal to completion. We further acknowledge that this lien recourse is in lieu of a suggested day for day monetary penalty beyond May 31, 2023 or, if needed, June 14, 2023.

It is further agreed that Kathleen and I will not be required to disassemble and remove the subject septic system and corresponding drain field located on 33744. Said system shall remain in place and in good working order.

The action Plan summarized above is intended to accommodate Dominic and Annie's wishes to close the sale on 33744 NSD or before March 31, 2023. Both Kathleen and I understand that time is of the essence for Dominic and Annie. Once this letter is fully signed and notarized it is understood that Brian and Kim Kelly will be one step closer to accommodating Dominic and Annie's needs and target to close on March 31, 2023.

As a personal concession to Dan and Kathleen, Brian and Kim agree that Dan and Kathleen may continue to use that portion of the asphalt drive that encroaches 33744 for up to ten (10) years from the date of this letter "East Asphalt Encroachment". Furthermore, Brian and Kim Kelly agree to not demolish the new asphalt drive (East Asphalt Encroachment) for the same period. After said period, 33744 will then have the right to demolish the asphalt drive and modify that portion of 33744 as needed or desired.

Best Regards,

Dan Pugerude

Kathleen Pugerude

Acknowledged & Agreed:

By: Dan Pugerude

Date: 3/12/23

By: Kathleen A Pugerude

Date: 3/12/23

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me DAN + KATHLEEN PUGERUDE and  
\_\_\_\_\_, to me known to be the individual(s) described in and who executed  
the within and foregoing instrument, and acknowledged that he/she/they signed the  
same as his/her/their free and voluntary act and deed, for the uses and purposes  
therein mentioned.

Given under my hand and seal of office this 12 day of MARCH,  
2023.

Jackie Cho

Notary Public residing at MOUNT VERNONPrinted Name: JACKIE CHREST

My Commission Expires:

8-1-2025