



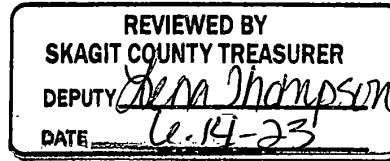
202306140033

06/14/2023 10:54 AM Pages: 1 of 11 Fees: \$213.50
Skagit County Auditor

1

WHEN RECORDED RETURN TO:

Deception Shores Community Association
15662 North Deception Shore Drive
Anacortes, WA 98221



Document Title: Drainfield Easement

Grantor(s): Deception Shores Community Association, a Washington Nonprofit Corporation

Grantee(s): Rubicon IDC, LLC, a Washington Corporation

Abbreviated Legal Description: See attached Exhibit A

S24/T34N/R1E W.M.

Assessor's Property Tax Parcel Account No(s): A portion of 118325

DRAINFIELD EASEMENT

1. Deception Shores Community Association, a Washington Nonprofit Corporation (hereinafter "Association"), as owner of the real property described by Exhibit A attached hereto does, in accordance with the terms and conditions set forth herein and for \$10.00 and other good and valuable consideration hereby convey and quitclaim to Rubicon IDC, LLC, a Washington Corporation, its successors and assigns (collectively "Grantee"), as owner of and appurtenant to the real estate described by Exhibit B¹ attached hereto all situated in Skagit County, Washington the easement herein described.

2. The easement herein granted is a permanent, non-exclusive easement for the construction, maintenance and repair of a Skagit County Health District approved sanitary drainfield system that complies with the approved design attached hereto as Exhibit C.

1

This easement shall run with the real estate (Lot 8) identified by Exhibit B attached hereto and is binding upon the owners of such lands, their heirs, successors and assigns, forever.

3. The cost of said construction, maintenance, repair and/or reconstruction of the drainfield system and any costs associated with the Grantee's obligation to maintain the system in accordance with the rules and regulations of the Skagit County Health District shall be borne by the present or future owners of the real estate described by Exhibit B.

4. The Association agrees not to construct over the easement area any permanent improvements.

5. This easement is granted with the understanding and requirement that, upon completion of construction or any subsequent repair or maintenance, the property affected (which includes the road, shoulder and pipe transportation system connecting the real property described by Exhibit B to the drainfield on the real property described by Exhibit A) will be returned to a condition that is easily maintained like a mowable grassy area as to the drainfield area and the previous condition for the road, shoulder and pipes. The easement area shall be regularly maintained by the Grantee (or the Grantee's successors and assigns) in accordance with the direction and approval of the Association.

6. The undersigned Grantee, its successors and assigns, agree to indemnify and save harmless the Association, its successors and assigns and all members from any claim, action, liability, loss, damage or suit, arising from the construction, maintenance and/or repair of the subject drainfield including any damage, if any, to adjoining real property. In the event of any asserted claim, the Association shall provide the Grantee, its successors and assigns reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protect and save harmless the Association and its members against said claim or any loss or liability thereunder. In the further event the Grantee shall fail to so defend and/or indemnify and save harmless, then in such instance the Association shall have full rights to defend, pay or settle said claim on their behalf without notice to the undersigned and with full rights to recourse against the Grantee, its successors and assigns, for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

7. In the event of litigation involving the interpretation or the enforcement of this Drainfield Easement, the prevailing party as determined by the Court shall be entitled to recover its reasonable attorney fees and the costs of the action.

[Signatures follow]

3

IN WITNESS WHEREOF we have hereunto set our signatures and sales this 6th day of JUNE, 2023.

Deception Shores Community Association,
a Nonprofit Washington Corporation:

Cathy L. Guthrie

Print Name: Cathy L. Guthrie

President

Date: 6/06/2023

Kimberley Lieske

Print Name: Kimberley Lieske

Secretary

Date: 6/14/23

* See pg. 4.

Accepted by Rubicon IDC,
LLC, a Washington Corporation

Matt Lynch

By Matt Lynch

Its President

Date: 6-6-23

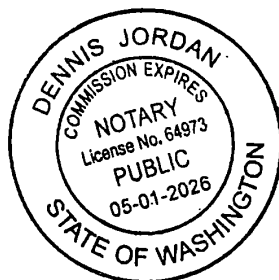
STATE OF WASHINGTON)

: ss.

COUNTY OF SNOHOMISH)

On this day personally appeared before me and known to me, Cathy L. Guthrie, President of Deception Shores Community Association, a Nonprofit Washington Corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and seal this 6th day of JUNE, 2023.

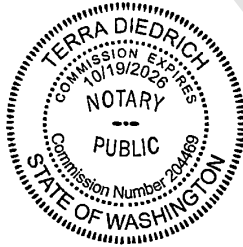


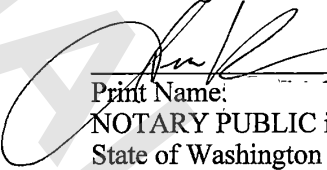
Cathy L. Guthrie
Print Name: Cathy L. Guthrie
NOTARY PUBLIC in and for the
State of Washington
My Appointment Expires: 5/1/26

STATE OF WASHINGTON)
 : ss.
COUNTY OF SKAGIT)

On this day personally appeared before me and known to me, Kimberley Lieske, to me known to be the Secretary of Deception Shores Community Association, a Nonprofit Washington Corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and seal this 14 day of June, 2023.




Print Name: Terra Diedrich
NOTARY PUBLIC in and for the
State of Washington
My Appointment Expires: 10/19/2026

"EXHIBIT A-1"**LEGAL DESCRIPTION**
DRAIN FIELD EASEMENT

A DRAIN FIELD EASEMENT FOR LOT 8 WITHIN AREA E OF THE "DECEPTION SHORES PLANNED UNIT DEVELOPMENT" RECORDED UNDER AUDITOR'S FILE #200109100117, RECORDS OF SKAGIT COUNTY, WASHINGTON; SAID AREA E BEING A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 1 EAST OF THE W.M., SKAGIT COUNTY, WASHINGTON; DRAIN FIELD EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR ALONG THE SOUTHEASTERLY MARGIN OF PRIVATE ROAD SOUTH DECEPTION SHORES DRIVE AND THE NORTH CORNER OF LOT 7 ALSO BEING A POINT ON A CURVE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY MARGIN AND CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 37°47'38" WEST AND A RADIUS OF 220.00 FEET THROUGH A CENTRAL ANGLE OF 10°57'48" AN ARC DISTANCE OF 44.60 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHEASTERLY MARGIN

SOUTH 51°33'17" EAST A DISTANCE OF 94.00 FEET;

THENCE NORTH 40°42'58" EAST A DISTANCE OF 67.00 FEET;

THENCE NORTH 49°17'02" WEST A DISTANCE OF 60.00 FEET;

THENCE SOUTH 40°42'58" WEST A DISTANCE OF 64.38 FEET;

THENCE NORTH 51°33'17" WEST A DISTANCE OF 34.02 FEET TO SAID SOUTHEASTERLY MARGIN ALSO BEING A POINT ON A CURVE;

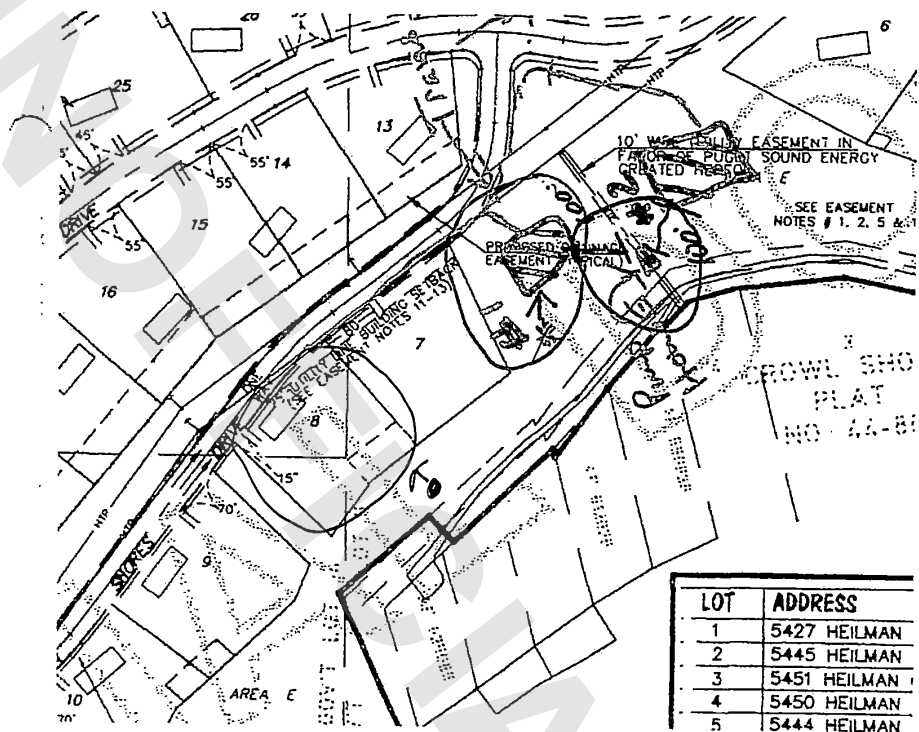
THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN AND CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 51°21'46" WEST AND A RADIUS OF 220.00 FEET THROUGH A CENTRAL ANGLE OF 01°18'10" AN ARC DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

CONTAINING 4,261 SQ. FT.

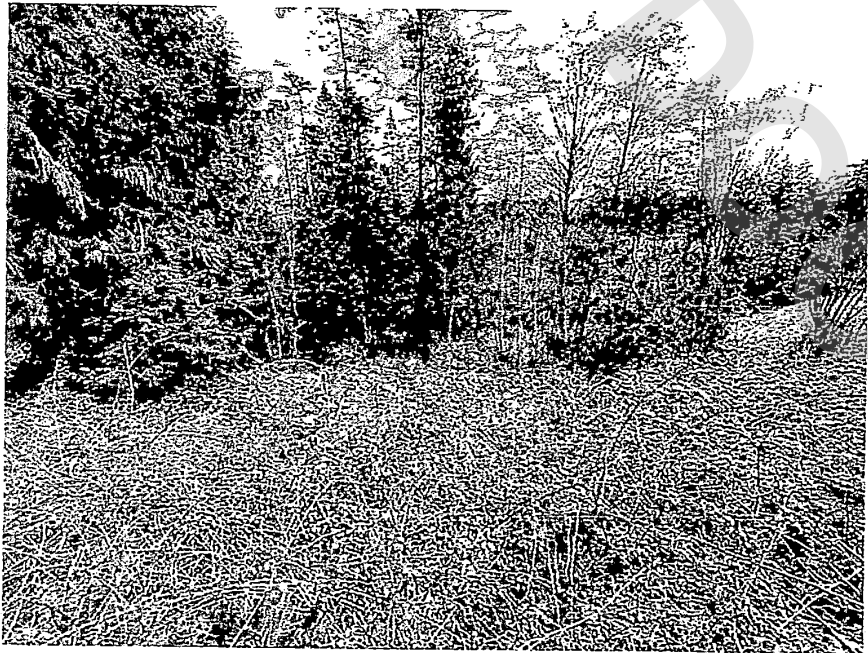


Job# 2022512
May 18, 2023



* Drainfield
• Lot 8 which subject drainfield services

Pic of area 1



4

Ex #B

202306140033

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Job # 121235

Client Name Rubicon IDC LLC

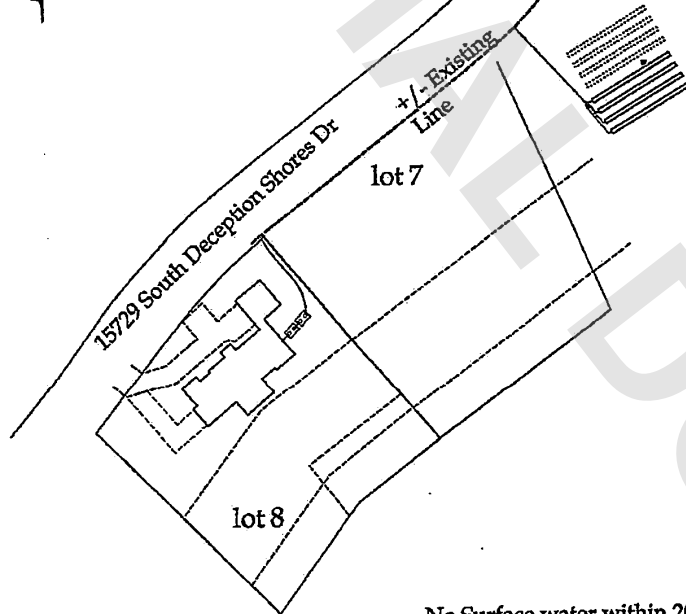
Property ID# 118301

SCALE 1"=120' PAGE OF

Gudmunson Septic, Inc.

P.O. Box 2745 Mount Vernon, WA 98273

(360)424-4137 • (800)977-2400 • dick@gudmunsonseptic.com



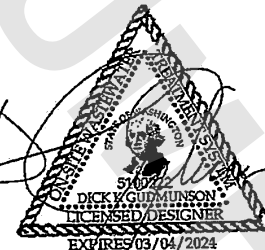
◇ Cider Block
water storage tank

No Surface water within 200'.
No sewer within 200'.
Water source is PUD.
Owner may not design system.
The slope shown is approximate. Install
system following the native contours.

■ Soil logs

~This page is not sufficiently detailed for all phases of installation,
please see attached pages for additional details.
~Site, Design and Construction requirements not specifically
mentioned shall conform to applicable State and
County standards.
~Additional fees will be charged for inspections and as-built.
Contact designer regarding times and charges.

Ex # C-1



202306140033

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Job # 121235

Client Name Rubicon IDC LLC

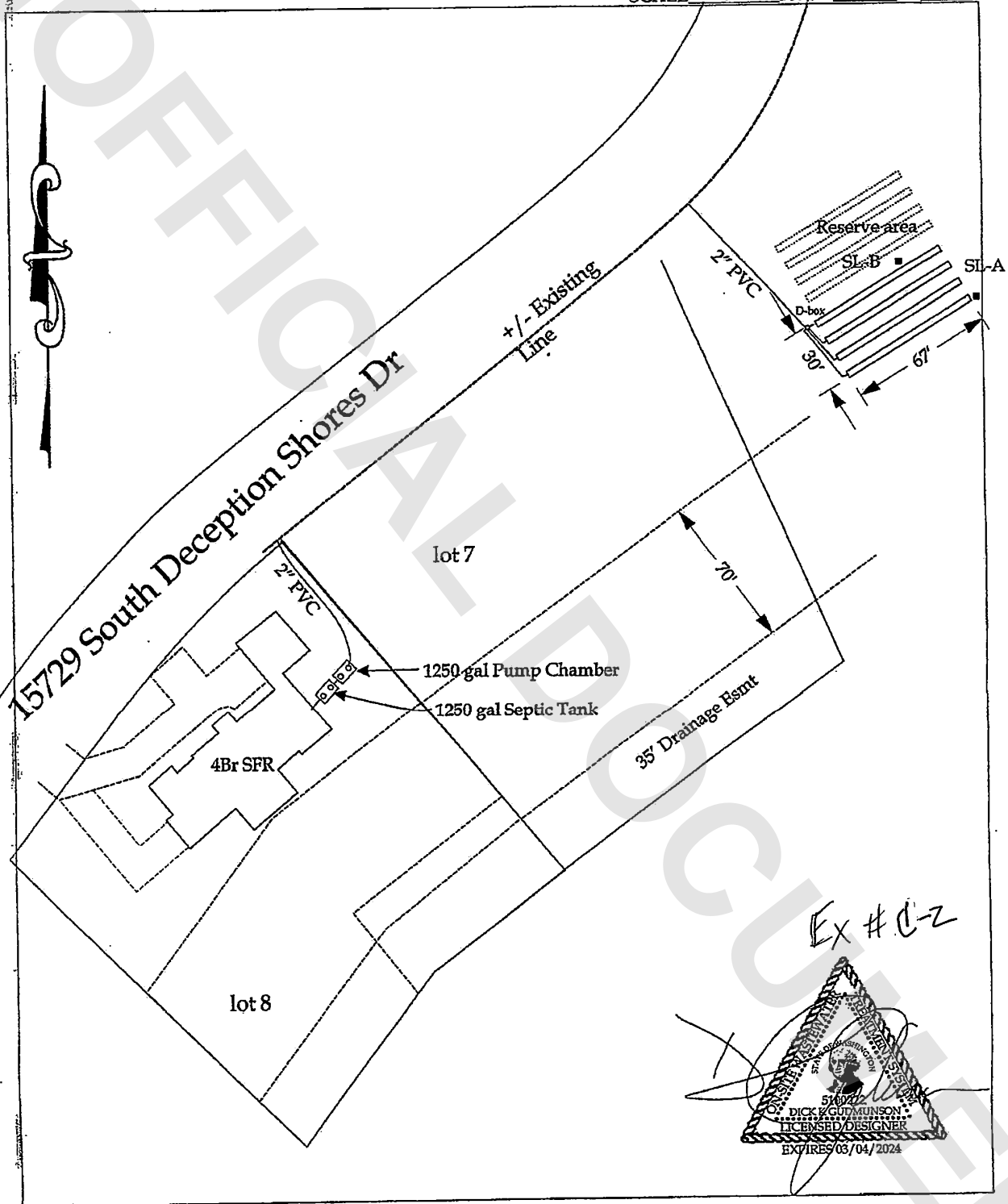
Property ID# 118301

SCALE 1"=60' PAGE OF

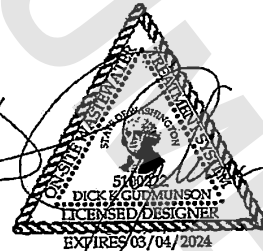
Gudmunson Septic, Inc.

P.O. Box 2745 Mount Vernon, WA 98273

(360)424-4137 • (800)977-2400 • dick@gudmunsonseptic.com



Ex # C-2



Job # 121235Client Name Rubicon IDC LLCProperty ID# 118301

SCALE _____ PAGE _____ OF _____

**Gudmunson Septic, Inc.**

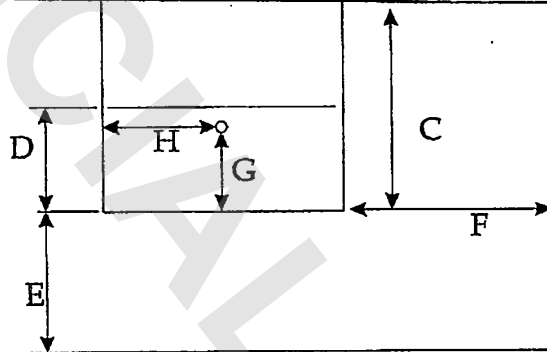
P.O. Box 2745 Mount Vernon, WA 98273

(360)424-4137 • (800)977-2400 • dick@gudmunsonseptic.com

A

B

Native Soil



Ex #C-3

SYSTEM INFORMATION

Number of bedrooms	4	
Gallons per bedroom	120	
Design Capacity	480	GPD
Operating Capacity	360	GPD
Restrictive layer at	60	inches
Application Rate	0.6	G/Sq-ftT/D
Absorption area	800	Sq-ft
Summar Design Flow	480	
DF sq-ft	800	
#T/B	4	
T/B length	67	

TRENCH/BED INFORMATION

A	Trench Width	3 feet
B	Trench Length	67 feet
C	Trench Depth	18 inches
D	Total Rock Depth	12 inches
E	Vertical Separation	36.6 inches
F	Min. Trench spacing	6 feet
G	Rock below Pipe	6 inches
H	trench edge to pipe	18 inches
I	Lateral spacing	36 inches
J	sand below rock	0 inches

Ok to use infiltrator at 100% of gravel drain field size
with mole guard Tenex cinto flex B

* Drain rock size 3/4-2 1/2 inches washed and clean
min 6 inches below pipe and 2 inches above



Job # 121235Client Name Rubicon IDC LLCProperty ID# 118301

SCALE _____ PAGE _____ OF _____

**Gudmunson Septic, Inc.**

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Gravity Drain field installation

- 1) As a component of you're your on-site systems, drain fields have required setback. These setbacks typically are 100 feet to bodies of water and wells, 10 feet to buildings and 5 feet to property lines. It is the responsibility of the installer and/or homeowner to confirm these setbacks prior to installation. If these setbacks can not be met notify your designer
- 2) The trench depth has been specified on the trench detail sheet. During installation no part of any trench/bed should be installed deeper than designed.
- 3) Trench/beds are not required to be straight but need to follow the native contours in the proposed drain field area. **THE TRENCH/BED CAN NOT BE INSTALLED IN ANY DISTURBED OR FILLED AREAS.**
- 4) Trench/bed bottoms need to be level from end to end and should not exceed +/- .5 inches in elevation difference anywhere within any single trench/bed line.
- 5) A tripod level is needed to layout and install any trench/bed line.
- 6) During installation, if smearing occurs (slick surfaces) installation needs to stop until the soil is drier.
- 7) A drain field can be viewed as a living thing and therefore requires oxygen. No portion of trench/bed bottom is to be deeper than 36" below the finished grade and cover with a to be no finer than a sandy loam soil
- 8) Inspections are required for approval of the drain field prior to cover unless approval has been given by the Health officer.

