

Filed for Record at Request of:

CSD Attorneys at Law P.S.
1500 Railroad Avenue
Bellingham, WA 98225

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/31/2023

**ACCOMMODATION RECORDING
CHICAGO TITLE 620054586**

DOCUMENT TITLE(S):

SEPTIC EASEMENT

GRANTOR:

KATIE M. & GREGORY L. PULLEY

Additional Grantors found on page N/A of document.

GRANTEE:

KATIE M. & GREGORY L. PULLEY ; BEING PTN NW SE 21-36-4

Additional Grantees found on page N/A of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

LOTS 1 & 2, SHORT PLAT NO. 96-0022

Additional legal on Page 2 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

**P49763
P49764**

SEPTIC EASEMENT

This **SEPTIC EASEMENT** (the "Agreement") is made and executed on this 27th day of October, 2023, by **KATIE M. PULLEY** and **GREGORY L. PULLEY**, husband and wife, and the marital community comprised thereof (collectively "Pulley"), as both "Grantor" and "Grantee".

I. RECITALS

WHEREAS, Pulley is the owner of that real property commonly referred to as Skagit County Assessor Parcel No. 49763 and legally described as follows ("Lot 1");

LOT 1, SHORT PLAT NO. 96-0022, APPROVED APRIL 23, 2004, AND RECORDED APRIL 23, 2004, UNDER AUDITOR'S FILE NO. 2004230138; AND BEING A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHWEST ¼ F THE SOUTHEAST ¼ IN SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON;

WHEREAS, Pulley is the owner of that real property commonly referred to as Skagit County Assessor Parcel No. 49764 and legally described as follows ("Lot 2");

LOT 2, SHORT PLAT NO. 96-0022, APPROVED APRIL 23, 2004, AND RECORDED APRIL 23, 2004, UNDER AUDITOR'S FILE NO. 2004230138; AND BEING A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ AND THE NORTHWEST ¼ F THE SOUTHEAST ¼ IN SECTION 21, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON; and

WHEREAS, Pulley desires to grant a septic easement over a portion of Lot 2 in favor of Lot 1, as further set forth below.

NOW, THEREFORE, in consideration for the terms and conditions herein, it is agreed as follows:

II. TERMS AND CONDITIONS

1. **GRANT OF EASEMENT.** Pulley hereby grants and establishes the following easement over, under, and across a portion Lot 2 for the use and benefit of Lot 1:

1.1 **Septic Easement.** A non-exclusive easement (the "Easement") over, under, and across that portion of Lot 2 generally described on **Exhibit A** and depicted on **Exhibit B** hereto (the "Easement Area") for installation, maintenance, repair, and replacement of a septic drainfield (the "Drainfield"), together with the non-exclusive right of ingress and egress onto Lot 2 for the foregoing purposes.

2. **COSTS AND RESTORATION.** Lot 1 shall be solely and exclusively liable for any and all costs and expenses required to install, maintain, repair, and replace the Drainfield in the Easement

Area. After completing any work within the Easement Area, Lot 1, at its sole cost and expense, shall restore the Easement Area as close as reasonable possible to the condition it was immediately before such work.

3. **NON-INTERFERENCE.** Lot 2 shall not interfere with Lot 1's use and maintenance of the Easement Area. Lot 2 is prohibited from placing any temporary or permanent structures, improvements, trees, shrubs, gardens, or other similar improvements within the Easement Area, unless approved in advance by Lot 1.

4. **NO DEDICATION TO PUBLIC.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the said Lots to the general public, or for any public use or purpose whatsoever.

5. **BINDING NATURE OF AGREEMENT.** This Agreement, and the rights and obligations expressed herein, shall be perpetual in duration; shall constitute covenants running with the land; and shall bind and benefit, as applicable, the owners of Lot 1 and Lot 2, and their respective successors, devisees, transferees, heirs, executors, administrators, and assigns with respect to the Lots (hereafter referred to collectively as "owners," or individually as an "owner"). The Easements, described in Paragraph 1 of this Agreement, shall not be extinguished by reason of merger because the Lots are under common ownership.

6. **AMENDMENT OR TERMINATION.** This Agreement shall not be amended or terminated except by written agreement of the owners.

7. **NOTICES.** Any notice or communication required or permitted by this Agreement shall be deemed to have been duly given if delivered personally to the owner to whom the notice or communication is directed, or, if mailed by registered or certified mail, with postage and charges prepaid. Such notice or communication shall be deemed to be given when personally delivered to such owner, or, if mailed, two (2) business days after the date of mailing. Any notice required under this Agreement shall be mailed to the owner at the mailing address on file for their Lot with the Skagit County Assessor's Office.

8. **DISPUTE RESOLUTION PROCESS.** The owners shall exercise their best efforts in good faith to resolve any disputes arising out of this Agreement. Any unresolved dispute shall be determined by litigation solely and exclusively in Skagit County Superior Court. The substantially prevailing owner in any action before the Court shall be entitled to an award of their attorneys' fees and costs. The owners expressly and irrevocably waive their right to a trial by jury.

9. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

10. **PARAGRAPH HEADINGS.** The boldface word or words appearing at the commencement of the Paragraphs and Subparagraphs of this Agreement are included only as a guide to the contents thereof, and are not to be considered as controlling, enlarging, or restricting the language or meaning of those paragraphs or subparagraphs.

- 11. **CHOICE OF LAW.** Washington law shall apply to the Agreement.
- 12. **SEVERABILITY.** In case any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 13. **ENTIRE AGREEMENT.** This is the entire agreement concerning this Agreement. The recitals and definitions set forth above are incorporated as if fully set forth herein. There are no other oral or written understandings.

IN WITNESS WHEREOF, the owners hereto have set their hands and signed this Agreement on the day and year first above written.

KATIE M. PULLEY

GREGORY L. PULLEY

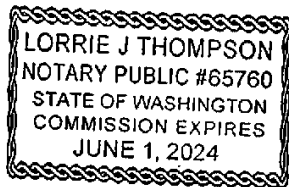
Katie M. Pulley

[Signature]

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **KATIE M. PULLEY and GREGORY L. PULLEY**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of October, 2023.



Lorrie J. Thompson
Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, Residing at Starwood
My Commission Expires: 6-1-2024

**EXHIBIT A
DESCRIPTION OF EASEMENT AREA**

An approximately two hundred eight square foot (208 ft²) portion of Lot 2 measuring twenty-six feet (26') long running east to west and eight feet (8') wide running north to south as currently installed and existing on Lot 2 and as generally depicted on **Exhibit B** hereto.

**EXHIBIT B
DEPICTION OF EASEMENT AREA**

SEPTIC EASEMENT – 6

UNOFFICIAL DOCUMENT

