

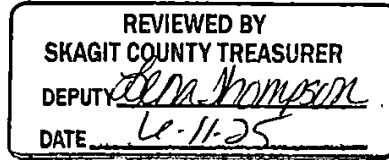


202506110046

06/11/2025 12:09 PM Pages: 1 of 12 Fees: \$314.50
Skagit County Auditor

After recording, please return to:

Estate of Patricia R. Stowe
P.O. Box 847
Anacortes, WA 98221



EASEMENT AGREEMENT FOR SEPTIC FACILITIES

Grantor: The Estate of Patricia R. Stowe

Grantee: The Estate of Patricia R. Stowe

Legal Descriptions / Parcel Numbers of Properties involved in Agreement:

Impacted Property: PTN BLKS 299, 320, JULIUS POTTER'S PLAT OF FIDALGO CITY TGW PTN VACATED ALLEYS
Portions 4106-298-900-0006/P73441 and
4106-321-007-0206/P73459

(Abbreviated-Full Legal Description on Exhibit A, Page 7-8)

Benefitted Property: PTN BLKS 299, 320, 321, JULIUS POTTER'S PLAT OF FIDALGO CITY TGW PTN VACATED ALLEYS & 2ND CLASS TIDELANDS
Portions 4106-298-900-0006/P73441,
4106-321-007-0206/P73459, and
340124-0-023-0202/P19636

(Abbreviated-Full Legal Description on Exhibit B, Page 9-10)

Recording Number of Referenced Document: 202506110044

This Easement Agreement for Septic Facilities ("Agreement") is entered effective June 9, 2025, by the Estate of Patricia R. Stowe (the "Estate") acting through its duly appointed Personal Representative, Victoria Conrardy Stowe. The Estate is acting as both Grantor and Grantee in this Agreement, and the Estate and its successors and assigns as owner(s) of either property described herein may be referred to individually as an "Owner" or "Party," and collectively referred to as "the Owners" or "Parties" in this Agreement.

A. The Estate owns both of the parcels of real property described in this Agreement, which parcels are located near Deception Pass in Skagit County, Washington

B. Simultaneously with the recording of this Agreement, the Estate is reconfiguring the two parcels by means of a boundary line adjustment ("BLA"). Prior to the BLA, one parcel was located north of the other, but following the BLA, one parcel is and will be located east of the other, and a portion of the septic facilities serving the homesite on the westerly parcel is located on the easterly parcel.

C. The easterly reconfigured parcel is and shall be legally described as set forth on Exhibit A, and is referred to in this Agreement as "Lot B." The westerly reconfigured parcel is and shall be legally described as set forth on Exhibit B, and is referred to in this Agreement as "Lot A." Lot A and Lot B are referred to collectively in this Agreement as the "Properties," and individually as a "Property."

D. The Estate wishes to preserve the utility and value of both Properties by granting an easement over and across Lot B which will provide Lot A with an ongoing right to use and maintain the septic facilities, on the terms and conditions set forth in this Agreement.

In consideration of the mutual benefits that will be received by each Property, the sufficiency of which is acknowledged, the Estate agrees and covenants as follows:

1. Easements for Septic Facilities Covenanted/Granted/Reserved/Conveyed and Described. For and in consideration of the covenants contained herein, Victoria Conrardy Stowe, acting in her capacity as the duly appointed Personal Representative of the Estate of Patricia R. Stowe, hereby grants, conveys, covenants and reserves, for the benefit of Lot A, the following easements:

1.1 Septic Drainfield Easement. A private septic easement for the location, construction, use, operation, maintenance, repair and reconstruction of a septic drainfield and other related improvements and facilities, which private septic easement is located upon, under, over, through and across that portion of Lot B which is legally described and delineated as "Easement Area 1" on Exhibit C, and depicted and labelled as such on Exhibit D. This area is collectively referred to as the "Drainfield Easement Area." The Drainfield Easement Area shall encompass that area where the septic facilities are and shall be located, together with an additional ten (10) foot wide margin surrounding the drainfield and related facilities as reasonably necessary to install, construct, maintain, repair, reconstruct, and/or

inspect the septic improvements and facilities, all as described and depicted on Exhibits C and D as "Easement Area 1."

1.2 Septic Transmission Line Easement Covenanted/Granted/Reserved/Conveyed and Described. A private septic transmission line easement for the location, construction, use, operation, maintenance, repair and reconstruction of a septic transmission line and other related improvements and facilities, which private septic transmission line easement is located upon, under, over, through and across that portion of Lot B which is legally described and delineated as "Easement Area 2" on Exhibit C, and depicted and labeled as such on Exhibit D. This transmission line and maintenance easement area is referred to as the "Transmission Line Easement Area," is ten (10) feet in width centered on the existing transmission line, and shall connect the Septic Drainfield Easement to the septic facilities on Lot A.

2. Use of Easement Areas. The Drainfield Easement Area and the Transmission Line Easement Area are referred to collectively as the "Easement Areas," and the septic improvements and facilities located within the Easement Areas are the "Septic Facilities."

2.1 Lot A's Right of Access. The grant of the easements as outlined in Section 1 shall include the right of access over the adjacent areas of Lot B as necessary to access the Easement Areas in order to install, construct, maintain, repair, reconstruct, and/or inspect the septic improvements and facilities.

2.2 Lot B's Use. The Owner of Lot B may use the Easement Areas in any way that does not damage any of the Septic Facilities, or conflict with or unreasonably interfere with the use of the Easement Areas and Septic Facilities by Lot A.

3. Obligations Run With the Land. The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of all assignees, devisees, or transferees of Lot B and Lot A, and shall in all respects attach to the individual properties burdened and benefitted by the septic easement. Nothing in this Agreement shall be construed to grant the right to use the Easement Areas to any other properties than those referred to herein.

4. Hold Harmless. The Owner of each Property waives and releases the other Owner for any damages, injuries, or claims suffered by the indemnifying Owner, and shall hold harmless, indemnify, and save the other Owner harmless from any damages, injuries, or claims arising out of any damage or injury suffered by the indemnifying Owner and that Owner's guests, tenants, or invitees, as a result

of the indemnifying Owner's use of the Easement Areas and/or Septic Facilities (excepting only damages arising from the negligence of the other Owner). The Owner of each Property shall include the Easement Areas on their Property's liability insurance policy.

5. Standards. Any work performed within the Easement Areas shall, where required, be constructed according to the minimum development regulations and standards of Skagit County.

6. Restoration/Maintenance of Easement Areas.

6.1 Work in Easement Areas. At any such time that the Owner of Lot A may perform work in the Easement Areas or perform maintenance, repair or other activity in the Easement Areas, the Owner of Lot A shall provide reasonable advance notice of such work to the Owner of Lot B (except in the case of work required in the event of an emergency), shall promptly complete the work, and shall restore the Easement Areas in question to their condition prior to such work.

6.2 Maintenance of Easement Areas. As long as Lot A is the only property utilizing the Septic Facilities within the Easement Areas, the cost of maintaining the Septic Facilities (and any portion of the Easement Areas directly related to the operation of the Septic Facilities) shall be borne solely by Lot A. The Owner of Lot A shall promptly remedy any failure or malfunction of the septic improvements/facilities (including damage caused by a natural disaster such as a mudslide or flooding) to the extent necessary to avoid a nuisance condition within the Easement Areas or elsewhere on Lot B. To the extent that such a natural disaster impacts improvements belonging to Lot A (such as landscaping installed by the Owner of Lot A), then the Owner of Lot A shall be responsible for the same.

6.3 Right to Repair. In the event that any maintenance or repair of the Easement Areas or Septic Facilities is necessary, the Owner of Lot A will promptly arrange for the needed repair and apprise the other Property Owner of the projected work and timeline, and shall complete the needed repair within a reasonable time period. In the event the Owner of Lot A fails to make needed repairs within a reasonable amount of time after learning of the condition (or if the Owner of Lot A cannot be located), and the condition is causing damage to, or a nuisance condition on, Lot B, then the Owner of Lot B may unilaterally accomplish the reasonable and necessary repair or maintenance, and incur reasonable expenses for the work which will be reimbursed by the Owner of Lot A. The Owner of Lot B shall be entitled to a lien against Lot A for the costs incurred as a result of the responsible Owner's failure to repair. Liens authorized by this section may be foreclosed in the manner provided by law for mortgages.

7. Descriptions, Exhibits and Actual Location of Easement. The legal descriptions of Lot B and Lot A attached as Exhibits A and B, the legal descriptions of the Easement Areas attached as Exhibit C, and the map/depiction of the Easement Areas attached as Exhibit D, are each fully incorporated and made a part of this Agreement. Notwithstanding the foregoing, it is agreed that for the purposes of this Agreement and the easements it creates, the "Easement Areas" will be deemed to be in the actual location of the septic improvements and facilities, regardless of whether that location may differ slightly from the depicted/described area.

8. Duration. The term of duration of this Agreement shall be in perpetuity, beginning on the date written above, unless and until both Parties agree in writing to terminate the Agreement.

9. General Provisions.

9.1 Incorporation of Recitals. The recitals set forth in Paragraphs A through D above are each fully incorporated as terms of this Agreement.

9.2 Entire Agreement. This Agreement contains the Parties' entire agreement and understanding regarding the easement for septic improvements and/or facilities, and supersedes all prior oral and written agreements.

9.3 Severability. Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

9.4 Amendment; Additional Actions and Documents. This Agreement may only be amended by a written instrument signed and acknowledged by the Owners of both Lot B and Lot A. The Parties to this Agreement shall take all steps and execute all additional documents necessary to accomplish the intent and purpose of this Agreement.

9.5 Governing Law. This Agreement shall be construed under the laws of the state of Washington.

9.6 Attorneys' Fees. In any litigation arising out of this Agreement, including appeals, the prevailing Party will be entitled to attorney fees and costs.

IN WITNESS WHEREOF, the Owner of both Lot B and Lot A, as legally described on Exhibits A and B, has hereunto set their hand and seal on the day and year first above written.

Grantor/Grantee:

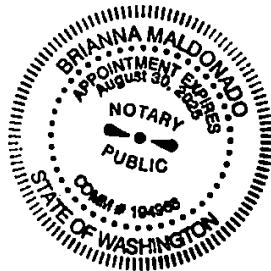
ESTATE OF PATRICIA R. STOWE, Deceased
Skagit County Superior Court Probate 24-4-00180-29

By Victoria Conrardy Stowe
VICTORIA CONRARDY STOWE,
Personal Representative

STATE OF WASHINGTON)
County of Skagit) SS.

On this day personally appeared before me VICTORIA CONRARDY STOWE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed as Personal Representative of the ESTATE OF PATRICIA R. STOWE, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of June, 2025.



Brianna Maldonado
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes WA
My Commission expires 08/30/2025



Pacific Surveying & Engineering, Inc
 land surveying • civil engineering • consulting • environmental
 909 Squalicum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'A'**LOT B****BOUNDARY LINE ADJUSTMENT DEED AF#**102506110044

THE EAST 141.00 FEET OF THE FOLLOWING DESCRIBED TRACTS 1 AND 2:

TRACT 1:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321 OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS-OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCK 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST 1/2 OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH 1/2 OF STEWART STREET AND THE VACATED NORTH 1/2 OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATED REVERTED TO SAID PREMISES BY OPERATION OF LAW. TOGETHER WITH THE SOUTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926 AND RECORDED AUGUST 30, 1926 UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927 AND RECORDED NOVEMBER 14, 1927 UNDER AUDITOR'S FILE NO. 208598.

EXCEPTING FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W. R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969 UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST, W.M.

EXCEPTING FROM ALL THE PREMISES DESCRIBED ABOVE THE SOUTH 370 FEET THEREOF, MEASURED AT RIGHT ANGLES TO STARR STREET.

TRACT 2:

THAT PORTION OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 298 OF SAID PLAT; THENCE NORTH ALONG THE WEST LINE OF THE VACATED ALLEY IN SAID BLOCK 298, A DISTANCE OF 50 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF BLOCKS 298 AND 299; AND SAID BLOCK LINES EXTENDED EASTERLY, TO THE CENTERLINE OF VACATED WOODLAND AVENUE;

THENCE SOUTH ALONG THE CENTERLINE OF VACATED WOODLAND AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING;

EXCEPT THE WEST 150 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.





Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

EXHIBIT 'B'
LOT A

BOUNDARY LINE ADJUSTMENT DEED AF#

202506110044

TRACT 1:

LOTS 1 TO 14, INCLUSIVE, OF VACATED BLOCK 320; FRACTIONAL LOTS 1 TO 7, INCLUSIVE, OF VACATED BLOCK 321 OF "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS-OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE VACATED ALLEYS OF BOTH BLOCK 320 AND 321; ALL OF VACATED OLIVER AVENUE BETWEEN SAID BLOCKS 320 AND 321; THE VACATED WEST 1/2 OF WOODLAND AVENUE ABUTTING BLOCK 320; THE VACATED SOUTH 1/2 OF STEWART STREET AND THE VACATED NORTH 1/2 OF STARR STREET LYING WEST OF THE CENTERLINE OF WOODLAND AVENUE WHICH UPON VACATED REVERTED TO SAID PREMISES BY OPERATION OF LAW. TOGETHER WITH THE SOUTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET LYING EAST OF THE WEST LINE OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE ALLEY IN BLOCK 298 OF SAID PLAT AND LYING WESTERLY OF THE CENTERLINE OF WOODLAND AVENUE AS SHOWN ON SAID POTTER'S PLAT TO FIDALGO CITY.

ALSO TOGETHER WITH THOSE TIDELANDS OF THE SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO OR UPON THAT PORTION OF THE GOVERNMENT MEANDER LINE AND DESCRIBED IN THAT CERTAIN INSTRUMENT FROM FRED EYRE, A WIDOWER, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED AUGUST 18, 1926 AND RECORDED AUGUST 30, 1926 UNDER AUDITOR'S FILE NO. 196865, AND IN THAT CERTAIN INSTRUMENT FROM AGATON OLSON AND BERTHA OLSON, HUSBAND AND WIFE, TO FRED MORELAN AND KATHRYN MORELAN, HUSBAND AND WIFE, DATED OCTOBER 28, 1927 AND RECORDED NOVEMBER 14, 1927 UNDER AUDITOR'S FILE NO. 208598.

EXCEPTING FROM THE ABOVE, THOSE PORTIONS CONVEYED BY W. R. MORELAN, GEORGE E. MORELAN, AND FREDERICK MORELAN TO GOODYEAR NELSON HARDWOOD LUMBER COMPANY, INC., BY THOSE INSTRUMENTS RECORDED JUNE 18, 1969 UNDER AUDITOR'S FILE NOS. 727847 AND 727848. ALL IN SECTION 24, TOWNSHIP 34 NORTH, RANGE 1, EAST, W.M.

EXCEPTING FROM ALL THE PREMISES DESCRIBED ABOVE THE SOUTH 370 FEET THEREOF, MEASURED AT RIGHT ANGLES TO STARR STREET.

TRACT 2:

THAT PORTION OF THE "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

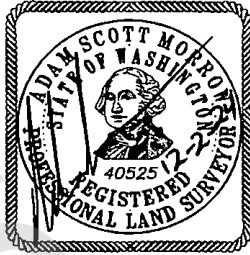
BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 298 OF SAID PLAT; THENCE NORTH ALONG THE WEST LINE OF THE VACATED ALLEY IN SAID BLOCK 298, A DISTANCE OF 50 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF BLOCKS 298 AND 299; AND SAID BLOCK LINES EXTENDED EASTERLY, TO THE CENTERLINE OF VACATED WOODLAND AVENUE; THENCE SOUTH ALONG THE CENTERLINE OF VACATED WOODLAND AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET; THENCE WEST

ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE VACATED NORTH 1/2 OF STEWART STREET TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH TO THE POINT OF BEGINNING;

EXCEPT THE WEST 150 FEET THEREOF.

EXCEPTING FROM BOTH TRACT 1 AND TRACT 2 DESCRIBED ABOVE THE EAST 141.00 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.





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EXHIBIT 'C'
SEPTIC FACILITIES EASEMENT
LEGAL DESCRIPTION

AN EASEMENT FOR SEPTIC FACILITIES LOCATED WITHIN PORTIONS OF LOT 7 OF BLOCK 299, "JULIUS S. POTTER'S PLAT OF FIDALGO CITY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 77, RECORDS OF SKAGIT COUNTY WASHINGTON, TOGETHER WITH VACATED STEWART STREET AND WOODLAND AVENUE ABUTTING, DESCRIBED AS FOLLOWS:

EASEMENT AREA 1:

COMMENCING AT THE SOUTHWEST CORNER OF LOT B, PER SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT DEED AS RECORDED UNDER AF# 202506110044; THENCE ALONG THE WEST LINE OF SAID LOT B NORTH 00°30'26" EAST, 60.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE DEPARTING SAID WEST LINE NORTH 42°51'56" EAST, 105.00 FEET TO THE POINT OF BEGINNING; THENCE AT RIGHT ANGLES NORTH 47°08'04" WEST, 30.00 FEET; THENCE AT RIGHT ANGLES NORTH 42°51'56" EAST, 30.00 FEET; THENCE AT RIGHT ANGLES SOUTH 47°08'04" EAST, 55.00 FEET; THENCE AT RIGHT ANGLES SOUTH 42°51'56" WEST, 30.00 FEET; THENCE AT RIGHT ANGLES NORTH 47°08'04" WEST, 25.00 FEET TO THE POINT OF BEGINNING,

EASEMENT AREA 2:

A 10.00 FOOT WIDE EASEMENT LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED POINT 'A'; THENCE NORTH 42°51'56" EAST, 105.00 FEET TO THE TERMINUS OF SAID CENTERLINE.

SAID EASEMENT MARGINS SHALL BE EXTENDED OR TRIMMED AS NECESSARY TO INTERSECT THE WESTERLY LINE OF SAID LOT B AND THE SOUTHWESTERLY MARGIN OF EASEMENT AREA 1 DESCRIBED ABOVE.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



