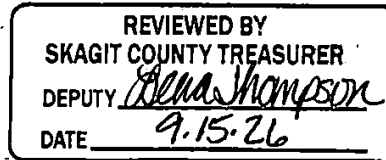




202609150059

09/15/2026 10:40 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor

Return Address:



Document Title:

Easement

Reference Number (if applicable): _____

Grantor(s):

[] additional grantor names on page ____

1) Bret Thornton

2) Ingrid Thornton

Grantee(s):

[] additional grantor names on page ____

1) Bret Thornton

2) Ingrid Thornton

Abbreviated Legal Description:

[x] full legal on page(s) 8.

Lts 2-9, Lts 14-17, BL19, Plat of Town of Bontborne

Assessor Parcel /Tax ID Number:

[] additional parcel numbers on page ____

P74605, P74606

**EASEMENT FOR ON-SITE SEWAGE SYSTEM (OSS)
AND SEPTIC DRAINFIELD**

Grantors / Owners of Servient Estate:

Bret Thornton and Ingrid Thornton
Parcel No. P74605
18314 Blacktail Trail
Mount Vernon, WA 98274

Grantees / Owners of Benefited Estate:

Bret Thornton and Ingrid Thornton
Parcel No. P74606
18400 Blacktail Trail
Mount Vernon, WA 98274

AFTER RECORDING RETURN TO:

Bret & Ingrid Thornton

18437 Blacktail Trail
Mount Vernon, WA 98274

RECITALS

A. Bret Thornton and Ingrid Thornton ("Grantors") are the owners of the real property identified as Skagit County Assessor's Parcel No. **P74605**, commonly known as **18314 Blacktail Trail, Mount Vernon, Washington 98274** ("Servient Estate").

B. Bret Thornton and Ingrid Thornton ("Grantees") are also the owners of the adjoining real property identified as Skagit County Assessor's Parcel No. **P74606**, commonly known as **18400 Blacktail Trail, Mount Vernon, Washington 98274** ("Benefited Estate").

C. The owners intend to construct a single-family residence on the Benefited Estate. The Benefited Estate does not contain sufficient area for the required onsite sewage system ("OSS") drainfield.

D. An OSS component, including the septic drainfield and related components, is therefore proposed to be located on a portion of the Servient Estate.

E. The parties desire to establish a permanent easement over the portion of the Servient Estate containing the OSS component serving the Benefited Estate, together with reasonable rights of access necessary for installation, operation, inspection, maintenance, repair, replacement, and use of the OSS.

1. GRANT OF EASEMENT

For valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors hereby grant and convey to Grantees, for the benefit of Parcel No. **P74606**, a perpetual, non-exclusive easement over, under, and across the portion of Parcel No. **P74605** described and/or depicted in **Exhibit A** attached hereto and incorporated herein by this reference ("Easement Area").

The Easement is granted for the installation, construction, use, operation, inspection, maintenance, repair, replacement, and lawful use of an onsite sewage system serving Parcel No. **P74606**, including without limitation a septic drainfield, reserve drainfield, distribution system, piping, tanks, treatment components, and other related OSS facilities.

2. BENEFICIAL USE

This Easement is expressly granted for the benefit of Parcel No. **P74606** and is intended to provide that parcel with the legal right to locate, install, construct, operate, inspect, maintain, repair, replace, and use OSS components located within the Easement Area on Parcel No. **P74605**.

The parties expressly intend this Easement to satisfy applicable Skagit County requirements concerning an OSS component located on a parcel different from the parcel where the sewage is generated.

3. ACCESS RIGHTS

The owners of Parcel No. **P74606**, together with their authorized agents, contractors, septic system professionals, inspectors, governmental authorities, and other persons reasonably necessary to exercise the rights granted by this Easement, shall have the right of reasonable access to the Easement Area for the installation, inspection, operation, maintenance, repair, servicing, replacement, and removal of the OSS components serving Parcel No. **P74606**.

Except in an emergency or when reasonably necessary to prevent damage to the OSS, access shall be exercised in a manner that reasonably minimizes disturbance to the Servient Estate.

4. PROTECTION OF OSS

No building, structure, pavement, parking area, excavation, grading, storage of materials, or other activity shall be permitted within the Easement Area if such activity would interfere with the operation, maintenance, inspection, repair, replacement, or functioning of the OSS.

The owners of Parcel No. **P74605** shall not intentionally damage, obstruct, cover, alter, or otherwise interfere with the OSS components serving Parcel No. **P74606** and located within the Easement Area.

The owners of Parcel No. **P74606** shall maintain and operate the OSS in accordance with all applicable federal, state, and local laws, regulations, permits, and requirements.

5. COSTS AND RESTORATION

The owners of Parcel No. **P74606** shall be responsible for the costs associated with the installation, operation, inspection, maintenance, repair, replacement, and servicing of the OSS components serving Parcel No. **P74606**.

The owners of Parcel No. **P74606** shall be responsible for repairing or restoring reasonable damage to Parcel No. **P74605** caused by the exercise of the rights granted under this Easement, ordinary use and access reasonably necessary for the OSS excepted.

6. GOVERNMENTAL REQUIREMENTS

All use of the Easement Area and all installation, operation, maintenance, repair, replacement, and use of the OSS shall comply with all applicable laws, regulations, permits, and requirements of Skagit County and the State of Washington and any other governmental authority having jurisdiction.

Nothing in this Easement shall be construed to authorize any use or installation that is prohibited by applicable law or governmental permit.

7. RUNNING WITH THE LAND

This Easement is appurtenant to and shall run with Parcel No. **P74606** and shall be binding upon and benefit the respective owners, successors, assigns, heirs, and permitted occupants of Parcel Nos. **P74605** and **P74606**.

The rights granted herein shall not terminate upon the sale, transfer, or conveyance of either parcel.

8. NON-EXCLUSIVE EASEMENT

This Easement is non-exclusive. The owners of Parcel No. **P74605** retain the right to use the Servient Estate and Easement Area for any purpose that does not unreasonably interfere with the rights granted herein or with the proper operation, maintenance, inspection, repair, replacement, or use of the OSS.

9. MODIFICATION OR TERMINATION

This Easement may be modified, relocated, or terminated only by a written instrument executed by the then-current owners of the affected properties and recorded with the Skagit County Auditor.

Any modification, relocation, or termination affecting the OSS shall also comply with all applicable governmental requirements and shall not become effective if it would cause the OSS serving Parcel No. **P74606** to become noncompliant with applicable law or permit requirements.

10. EFFECTIVE DATE

This Easement shall become effective upon execution and acknowledgment by the parties and recording with the Skagit County Auditor.

11. ENTIRE AGREEMENT

This instrument constitutes the agreement of the parties concerning the Easement described herein and may be amended only by a written instrument signed by the then-current owners of the affected properties and recorded with the Skagit County Auditor.

SIGNATURES

GRANTORS / OWNERS OF PARCEL P74605

Bret Thornton

Signature: Bret Thornton

Date: 9/15/26

Ingrid Thornton

Signature: Ingrid Thornton

Date: 9/15/26

GRANTEES / OWNERS OF PARCEL P74606

Bret Thornton

Signature: Bret Thornton

Date: 9/15/26

Ingrid Thornton

Signature: Ingrid Thornton

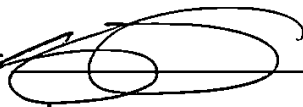
Date: 9/15/26

NOTARY ACKNOWLEDGMENT

State of Washington

County of SKAGIT

This record was acknowledged before me on September 15TH, 20²⁶, by Bret Thornton and Ingrid Thornton.

Signature of Notary Public: 

Printed Name: ASHLEY JONAS

Notary Public in and for the State of Washington

My commission expires: 7-21-2030

NOTARY PUBLIC STATE OF WASHINGTON ASHLEY JONAS Lic. No. 139477 My Appointment Expires JULY 21, 2030
--

EXHIBIT A

OSS / SEPTIC DRAINFIELD EASEMENT AREA

The Easement Area is located on Skagit County Assessor's Parcel No. **P74605**, commonly known as **18314 Blacktail Trail, Mount Vernon, Washington 98274**, and contains the onsite sewage system component(s), including the septic drainfield and/or related OSS facilities, serving Skagit County Assessor's Parcel No. **P74606**, commonly known as **18400 Blacktail Trail, Mount Vernon, Washington 98274**.

The Easement Area shall be the area shown and identified on the **approved onsite sewage system (OSS) / septic site plan** attached to this Easement as Exhibit A.

The attached site plan is incorporated into this Easement by reference for the purpose of identifying the location and extent of the Easement Area.

ATTACH APPROVED OSS / SEPTIC SITE PLAN



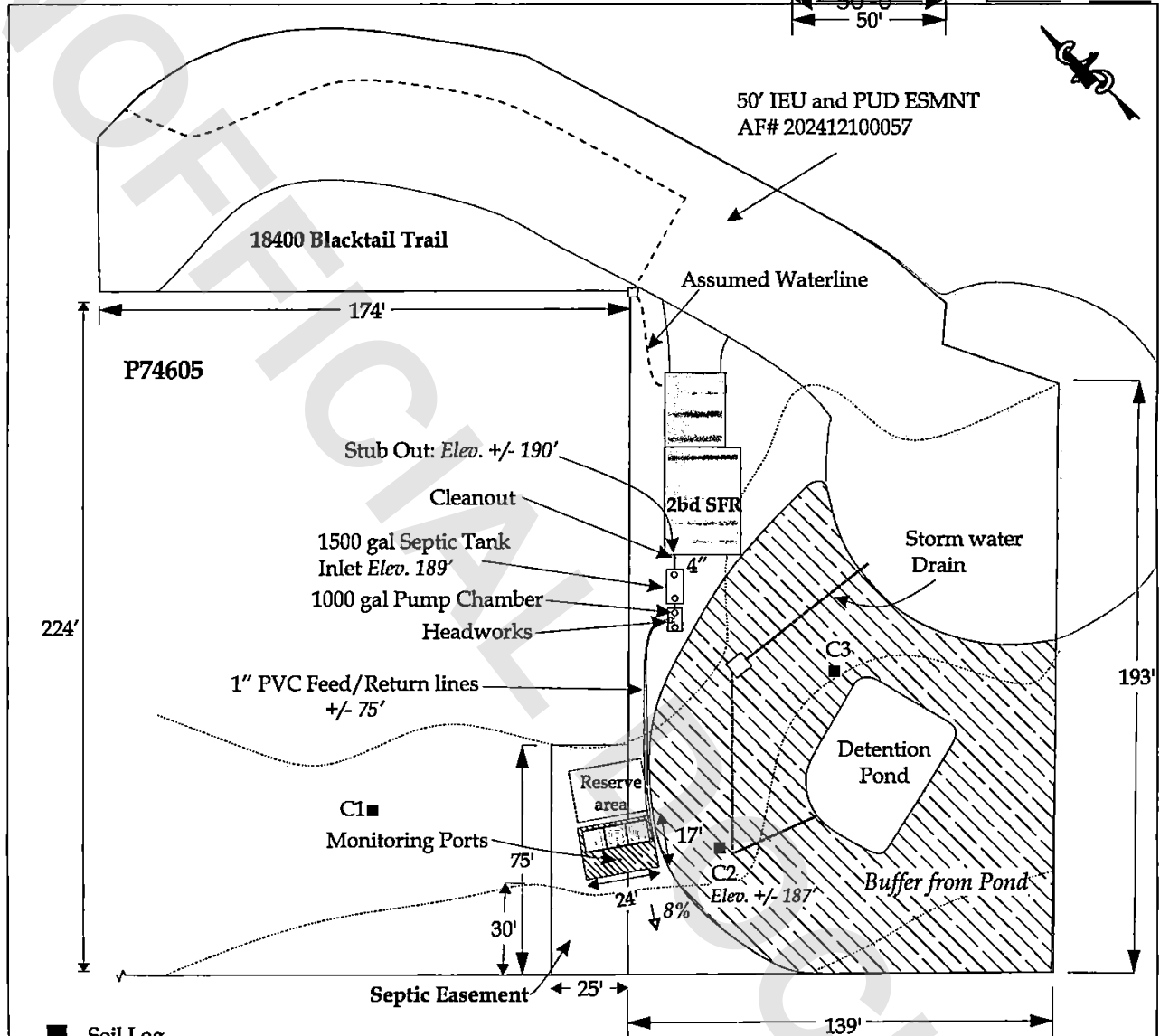
Gudmunson Septic, Inc.

P.O. Box 2745 Mount Vernon, WA 98273
(360)424-4137 • dick@gudmunsonseptic.com

Client Name Thorton

Property ID# 74606

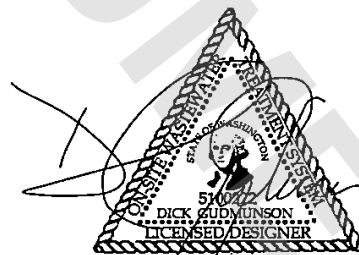
SCALE 50' 0" PAGE 7 OF 8



■ Soil Log

- 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.

- ~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.
- ~This document is not a survey and is not intent as such.



Signature Date 8/07/2026

P74605-

(1.2646 ac) LOTS 2 THROUGH 9 AND LOTS 14 THROUGH 17, BLOCK 19, PLAT OF THE TOWN OF MONTBORNE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY WASHINGTON. EXCEPT THE NORTHWESTERLY 20.00 FEET OF SAID LOT 14; ALSO, EXCEPT THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 17; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET AND THE SOUTHEASTERLY 4.94 FEET OF SAID LOT 2; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF LOTS 3 THROUGH 5 OF SAID BLOCK 19; AND ALSO, EXCEPT THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERLY 19.97 FEET OF LOT 6 OF SAID BLOCK 19. TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER AF#201908260136 AND SKAGIT COUNTY CONTRACT #C20190366. SURVEY AF#202107230162

P74606-

(1.0725 ac) LOT 1 AND LOT 18, BLOCK. 19, PLAT OF THE TOWN OF MONTBORNE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE SOUTHEASTERLY 4.94 FEET OF LOT 17 OF SAID BLOCK 19; ALSO, TOGETHER WITH THE SOUTHEASTERLY 4.94 FEET AND THE NORTHEASTERLY 60.00 FEET OF LOT 2 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF LOTS 3, 4, AND 5 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THE NORTHEASTERLY 60.00 FEET OF THE SOUTHEASTERLY HALF OF LOT 6 OF SAID BLOCK 19; AND ALSO, TOGETHER WITH THOSE PORTIONS OF STREETS AND ALLEYS VACATED BY DEED RECORDED UNDER SKAGIT COUNTY AF#201908260136 AND SKAGIT COUNTY CONTRACT NUMBER C20190366 THAT UPON VACATION ATTACHED BY OPERATION OF LAW; ALSO, TOGETHER WITH THOSE PORTIONS OF VACATED SHERIDAN STREET, VACATED WASHINGTON STREET, VACATED OREGON STREET, VACATED ALLEY, ALL OF LOT 10 AND THAT PORTION OF LOT 9, BLOCK 18 OF SAID PLAT OF THE TOWN OF MONTBORNE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF SAID SHERIDAN STREET AND SAID WASHINGTON STREET; THENCE SOUTH 43-01-21 EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET 59.50 FEET; THENCE NORTH 47-38-15 EAST PARALLEL WITH THE CENTERLINE OF SAID SHERIDAN STREET 193.43 FEET; THENCE NORTH 22-46-33 WEST 39.80 FEET TO A LINE PARALLEL WITH AND 22.00 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID SHERIDAN STREET; THENCE NORTH 47-38-15 EAST ALONG SAID PARALLEL LINE 14.95 FEET TO A POINT ALONG THE NORTHEASTERLY MARGIN OF A 50' INGRESS, EGRESS, AND UTILITY EASEMENT RECORDED UNDER AUDITORS FILE NO. 202412100057; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY MARGIN OF SAID 50' INGRESS, EGRESS, AND UTILITY EASEMENT BEING A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 43-42-05, AN ARC DISTANCE OF 7.63 FEET; THENCE NORTH 00-00-00 WEST A DISTANCE OF 12.72 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 14-49-46, AN ARC DISTANCE OF 19.41 FEET; THENCE NORTH 14-49-46 WEST A DISTANCE OF 108.05 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 75.00 FEET, THROUGH A CENTRAL ANGLE OF 18-50-33, AN ARC DISTANCE OF 24.66 FEET; THENCE NORTH 33-40-18 WEST A DISTANCE OF 22.35 FEET; THENCE NORTH 35-09-53 WEST A DISTANCE OF 16.35 FEET; THENCE NORTHWESTERLY ALONG A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 95.00 FEET, THROUGH A CENTRAL ANGLE OF 55-43-58, AN ARC LENGTH OF 92.41 FEET; THENCE SOUTH 89-06-19 WEST A DISTANCE OF 5.82 FEET; THENCE LEAVING THE NORTHWESTERLY MARGIN OF SAID 50' INGRESS, EGRESS, AND UTILITY EASEMENT BEARING SOUTH 47-38-15 WEST A DISTANCE OF 50.82 FEET; THENCE SOUTH 43-01-21 EAST A DISTANCE OF 174.78 FEET; THENCE SOUTH 47-38-15 WEST A DISTANCE OF 224.08 FEET TO THE CENTERLINE OF SAID WASHINGTON STREET; THENCE SOUTH 43-01-21 EAST ALONG THE CENTERLINE OF SAID WASHINGTON STREET A DISTANCE OF 139.37 FEET TO THE POINT OF BEGINNING. AKA PARCEL D SURVEY AF#202508190023