

POOR ORIGINAL



Skagit County Auditor
3/27/2015 Page

1 of

\$151.00
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FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

NICOLE L. TERPSTRA
ATTORNEY AT LAW, PLLC
709 Grover Street
Lynden, WA 98264
(360) 318-9300

CHICAGO TITLE
620023521

DOCUMENTS ASSIGNED OR RELEASED: 200708220070

GRANTOR(S):

1. Jerry & Lurline Hammer

GRANTEE(S):

1. Jerry & Lurline Hammer

LEGAL DESCRIPTION: Full legal descriptions found on page 2 and Exhibits A and B. Abbreviated:

1. Lot 12, Tract G (1) Avalon Heights Long Card Plat No: PL05-0650, AF# 200708220070
2. Lot 3, Tract G (1) Avalon Heights Long Card Plat No: PL05-0650, AF# 200708220070

ASSESSOR'S PARCEL NUMBER(S):

1. 4939-000-003-0000/ P126680
2. 4939-000-012-0000/P126693

EASEMENT AGREEMENT
FOR SEPTIC AND DRAIN FIELD SYSTEM
& TERMINATION OF PRIOR DRAINFIELD EASEMENT

This EASEMENT AGREEMENT FOR SEPTIC AND DRAIN FIELD SYSTEM & TERMINATION OF PRIOR DRAINFIELD EASEMENT ("Agreement") is made as of this 24th day of March, 2015 ("Effective Date"), by JERRY & LURLINE HAMMER, husband and wife, whose address is 4040 Mt. Baker Highway, Everson, WA 98247 ("Hammer").

RECITALS

A. Hammer is the owner of certain real property located in Skagit County, Washington, legally described as follows (the "Burdened Property"):

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
MAR 27 2015

Amount Paid \$
Skagit Co. Treasurer
By *HTB* Deputy

Lot 12, Tract G(1), of the PLAT OF AVALON HEIGHTS, being part of Section 10, Township 35 North, Range 4 East of W.M., Skagit County, Washington, recorded as Long Card Plat No. PL05-0650 under Auditor's File No. 200708220070.

- B. Hammer is also the owner of certain real property located in Skagit County, Washington, legally described as follows (the "Benefited Property"):

Lot 3, PLAT OF AVALON HEIGHTS, being part of Section 10, Township 35 North, Range 4 East of W.M., Skagit County, Washington, recorded as Long Card Plat No. PL05-0650 under Auditor's File No. 200708220070.

- C. Hammer desires to grant an easement for a drain field and septic system to be constructed on the Burdened Property for the benefit of the Benefited Property.

- D. Hammer also desires to terminate the drain field easement shown on the Plat of Avalon Heights for Lot 3 in exchange for the easement being established herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the parties hereby covenant and agree as follows:

1. Grant of Easement.

Grantor does hereby grant, bargain, sell, convey, transfer and deliver over, under, across and through that portion of the Burdened Property legally described on Exhibit A attached hereto and incorporated herein by this reference, and approximately depicted on Exhibit B attached hereto and incorporated herein (the "Easement Area"), a non-exclusive easement for the purposes of installing a septic drain field and related improvements (the "Easement"). No driveways, buildings, ditches, interceptor drains, or any other development which would either impede water movement away from the drain field or allow groundwater to surface may be constructed in the Easement Area.

2. Duration.

The Easement herein granted shall be perpetual in duration.

3. Use of Easement Areas.

The owner of the Benefited Property shall have the right to construct, operate, maintain, repair, replace, improve, remove, and use the Easement Area, together with all necessary or convenient appurtenances thereto, in accordance with the purposes set forth in Section 1 above.

The owner of the Burdened Property reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided, however, that the owner of the Burdened Property shall not construct or maintain any buildings, structures or other objects or improvements in the Easement Area that may interfere with the Benefited Property owner's use of the Easement Area and the purposes for which the Easement is hereby granted.

4. Allocation of Construction and Maintenance Costs.

The owner of the Benefited Property shall be responsible for all costs and expenses associated with the construction, installation, maintenance, and repair of the Easement for the benefit of the Benefited Property. The owner or owners of the Burdened Property shall have no liability for any costs or expenses associated with the construction, installation, maintenance and repair of the Easement, or the Easement Area, other than the payment of real property taxes that may be assessed thereon as a result of their fee simple ownership thereof.

The Easement Area shall promptly be restored to its previously existing condition after any construction, maintenance or repair within the Easement Area by the Benefited Property owner and said restoration costs shall be paid solely by the owner of the Benefited Property. The Easement Area shall be kept in a slightly condition at all times by the owner of the Benefited Property and shall be maintained in a manner that is in keeping with the surrounding development and landscape and shall not be allowed to become a nuisance or annoyance.

5. Indemnity.

The owner of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owner of the Burdened Property, and the Burdened Property owners' successors and assigns from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement Area or in connection with the use of the Easement Area by the owners of the Benefited Property, their employees, agents, licensees, contractors, invitees, unless such loss, damage, liability or expense is negligently caused by the owner of the Burdened Property, his/her/its employees, agents, licensees, contractors or invitees.

6. Attorneys' Fees.

If it shall be necessary for any party to this Agreement to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

7. Successors and Assigns.

The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

8. Purchase Price/Recording.

The Easement granted herein shall be for no consideration other than the promises and agreements set forth herein. This Agreement shall be recorded in the records of Skagit County.

9. Severability.

Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

10. Termination of Prior Drainfield Easement.

The drainfield easement established on the Plat of Avalon Heights for the benefit of Lot 3 is hereby relinquished and terminated in its entirety and shall be of no further force or effect. Exhibit B shows the prior drainfield easement location for purposes of clarity.

HAMMER:

Jerry Hammer
Jerry Hammer

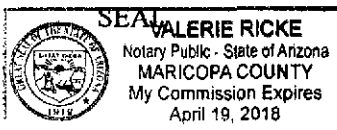
Lurline Hammer
Lurline Hammer

STATE OF Arizona }
COUNTY OF Maricopa } ss.

On this 24th day of March, 2015, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jerry Hammer & Lurline Hammer**, husband and wife, who acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Valerie Ricke
{Notary Signature}



Notary Public in and for the State of Arizona
Residing at: Wickenburg, AZ
My commission expires: 4-19-2018

EXHIBIT A
LEGAL DESCRIPTION OF BURDENED PROPERTY

Exhibit A

Legal Description – Drainfield Easement

A tract of land to be used for Septic Drainfield located on that portion of Lot 12, Tract G (1), of the PLAT OF AVALON HEIGHTS, being part of Section 10, Township 35 North, Range 4 East, W.M., Skagit County, Washington, recorded as Long Card Plat No. PL05-0650 under Auditor's File No. 200708220070, more particularly described as follows:

Beginning at the Southwest Corner of Lot 3 of said PLAT OF AVALON HEIGHTS;

Thence North $90^{\circ}00'00''$ East along the South line of said Lot 3 a distance of 24.00 feet;

Thence South $0^{\circ}00'00''$ West perpendicular to said South Line a distance of 24.00 feet;

Thence South $45^{\circ}00'00''$ West a distance of 60.00 feet;

Thence North $45^{\circ}00'00''$ West perpendicular to the previously described course a distance of 90.00 feet;

Thence North $45^{\circ}00'00''$ East perpendicular to the previously described course a distance of 73.73 feet, more or less, to the West line of said Lot 3;

Thence South $31^{\circ}14'02''$ East along said West line a distance of 57.72 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

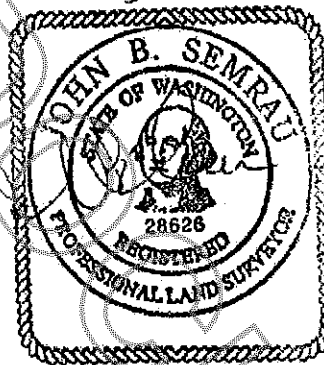


EXHIBIT B
APPROXIMATE DEPICTION OF EASEMENT AREA

Exhibit B

