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Skagit County Auditor

When recorded return to:

Craig Sjostrom  
Attorney at Law  
1204 Cleveland Ave.  
Mount Vernon, WA 98283

REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY

DATE

*Dena Thompson*  
*9.4.25*

### ***Declaration of Easement for Septic System***

**Grantor:** KXA Estates LLC

**Grantee:** The Public

**Legal Description:** Parcel # 1 & ptn Parcel # 4 AEN 202107140035, being a ptn Govt Lot 8 33-36N-3EWM  
(Additional Description Attached)

**Assessor's Property Tax Parcel or Account Nos.:** P48583; P48572

**Reference #s of Documents Assigned/Released:** N/A

THIS DECLARATION OF EASEMENT & JOINT MAINTENANCE AGREEMENT is made this 4 day of September, 2025, by KXA Estates LLC, a Washington limited liability company, Declarant.

#### ***Recitals***

a. Declarant is the owner of the following described parcels of real property, lying in Skagit County, Wash.:

##### **Parcel A:**

Parcel #1 of that certain Boundary Adjustment Deed recorded under Skagit County Auditor's File No. 202104140035, as described in Exhibit "B" and depicted in Exhibit "F-2" thereof, being a portion of Govt. Lot 8, Section 33, Township 36 North, Range 3 East, W.M.

(P48572)

##### **Parcel B:**

Parcel #4 of that certain Boundary Adjustment Deed recorded under Skagit County Auditor's File No. 202104140035, as described in Exhibit "B" and depicted in Exhibit "F-2" thereof, being a portion of Govt. Lot 8, Section 33, Township 36 North, Range 3 East, W.M.

(P48583)

- b. A septic system is located on Parcel B, for the benefit of Parcel A, and is used by both parcels. A diagram showing the as-built configuration of the system is attached hereto as Exhibit A.
- c. Declarant wishes to establish a joint easement and use agreement concerning the said system, and is executing this instrument to that end.

### ***Declaration***

Now, therefore, Declarant declares as follows:

1. **Grant of Easement.** A non-exclusive, perpetual easement (the "easement") is hereby declared over, under, through, and across Parcel B for the benefit of Parcel A. Said easement shall be for the septic system and its lines and appurtenances, as the same are presently located, together with the right of ingress and egress for purposes of maintaining and repairing the same. The said easements shall be appurtenant to the parcels described above, and shall be covenants running with the land in perpetuity.
2. **Joint Use and Maintenance Agreement.** The Declarant further declares that the septic system shall be maintained jointly by the parties hereto. To this end to parties shall share equally in all expenses pertaining to maintenance, repair, and/or replacement of the system. The then-owner of Parcel A shall assume primary responsibility for directing any work in respect to the maintenance, repair, or replacement of the system, provided, however, that such owner shall give notice of its intent to undertake and/or incur expenses with respect to such maintenance, repair, or replacement of the system, not less than five days from date of commencement of the intended service (except in case of emergency, in which case such notice as may be reasonably practicable shall be given). Whenever possible, such maintenance, repair, or replacement shall be performed in a manner so as to cause the least disruption necessary to the respective owners. Within 7 days of completion of maintenance, repair, or replacement of the said utility, the owners will contribute equally toward the work. In the event that either of the owners fail to make their contribution within the agreed time frame, the other owner may advance the sums due and owing and recover the same from the non-paying owner, plus interest at the rate of 12% per annum, plus a late fee in the amount of 5% of the sum due and owing for each month in which the said sum is paid late, until fully paid. In the event that the then-owner of Parcel A does not assume the responsibilities for maintenance, repair, or replacement as provided for hereunder, causing the other owner to assume such responsibility, then the same provisions for supervision, payment, and collection shall apply under such circumstance. The Parcel A owner's right to proceed accordingly shall be established by giving at least 5 days written notice to the owner of Parcel B of the situation giving rise to the need for maintenance, repair, or replacement of the system, and if the Parcel B owner fails to acknowledge and assume such lead role within the stated period, then the other owner may proceed accordingly.
3. **Restoration of the Surface of the Ground.** As part of the maintenance, repair, or replacement of the said system, any disturbance of the ground shall be repaired and restored, returning the surface to the same condition as existed before the work commenced, including replacement of lawn, shrubs, and landscaping. Such expense shall be part of the cost of maintenance, repair, or replacement of the utility to be borne equally between the owners.

4. **Compliance of Laws and Rules.** All work to be performed in respect to the maintenance, repair, or replacement of the said utility shall be accomplished in accordance with applicable rules and regulations of any public authority having jurisdiction.

5. **Coordination of Activities.** The owners of the two parcels described above shall make reasonable attempts to coordinate any planned improvements or maintenance within the easement area.

6. **Work Standards.** All work to be performed pursuant to the requirements of this Declaration shall be in accordance with plans submitted to and approved by the other party (as the same may be required), and shall be completed in a careful and workmanlike manner. In the event of replacement or relocation of the system, an *as-built* drawing shall be prepared by the person performing the work and provided to both owners, showing the location and depth of the utilities placed underground within the easement area.

7. **Access During Construction.** During any period of construction, satisfactory provision for each owner to have necessary access along, over, and across the easement area shall be made.

8. **Attorney's Fees and Venue.** Any disputes in regard to any term of this Declaration or the enforcement hereof shall be resolved first by reasonable attempt at mediation, and failing that by arbitration in accordance with the Mandatory Arbitration Rules applicable in Skagit County, regardless of the amount in dispute. Venue for any action concerning this agreement shall be in Skagit County. Both parties consent to the jurisdiction of the Superior Court in respect to all claims pertaining to this agreement. In the event of a dispute between the parties regarding the rights and responsibilities or obligations created by this agreement, or in the event any action is taken to enforce any term of this agreement, then the most prevailing party shall be paid their attorney's fees, expert witness fees, and costs of court by the least prevailing party.

9. **Successors and Assigns; No Merger.** This agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Declarant. It is the expressed intention of the Declarant such that there shall be no merger and that this Declaration shall be in full force and effect regardless of whether both parcels are in common ownership, whether when executed or later. However, should merger be determined to exist by a court of competent jurisdiction, the easements herein granted shall be conclusively deemed effective and enforceable upon a severance of the ownership of the two parcels subject hereto.

DATED September 4, 2025

KXA ESTATES LLC

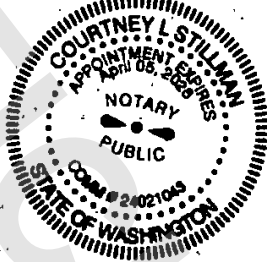
By: 

Bonnie Philbrick Born Owner  
(Printed Name & Title)

STATE OF WASHINGTON )  
(ss.  
COUNTY OF SKAGIT )

On this 4<sup>th</sup> day of September, 2025, before me personally appeared Bonnie Philbin Burn, to me known to be a member or manager of KXA Estates LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Courtney L. Stillman  
Notary Public in and for the State of Washington,  
residing at Skagit County  
My commission expires April 5, 2028  
Printed Name: Courtney L. Stillman