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Skagit County Auditor

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REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaylee Ortman
DATE 9/1/2026

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): Private Storm Drainage Easement Reservation
Reference Number(s) of Document(s) Assigned or Released: 201904190032
Grantor(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3.
Grantee(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3. Cascade Highlands at Lake 16 HOA
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): Lot 36 and Tract C of Cascade Highlands – Phase 1 and 3 – PL96 0058 (Auditor's File No. 201904190032) Additional legal is on page 2 of document.
Assessor's Property Tax Parcel/Account Number(s): ☐ Not yet assigned P134721 and P134726
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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PRIVATE STORM DRAINAGE EASEMENT RESERVATION

THIS PRIVATE STORM DRAINAGE EASEMENT RESERVATION SUPERSEDES AND REPLACES THAT CERTAIN 20-FOOT DRAINAGE AND UTILITY EASEMENT LOCATED BETWEEN LOTS 37 AND LOT 38 AS DEPICTED ON SHEETS S-4 AND S-6 OF THE PLAT OF CASCADE HIGHLANDS – PHASE 1 AND 3 – PL96-0058 AS RECORDED UNDER AUDITOR'S FILE NO. 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON. (THE EASEMENT IS BEING RELOCATED TO THE AREA AS DESCRIBED HEREIN.)

This Private Storm Drainage Easement Reservation is made by Plats Plus, Inc., a Washington corporation, and Lake 16, LLC, a Washington limited liability company (collectively "**Developer**"), with acknowledgment by the Cascade Highlands at Lake 16 HOA, a Washington nonprofit corporation (the "**Association**").

RECITALS

A. Developer is the owner of that certain real property located in Skagit County, Washington, commonly known as Tax Parcel Nos. P134721 and P134726, legally described as follows (collectively the "**Property**"):

> Lot 36 and Tract C, Plat of Cascade Highlands – Phase 1 and 3 – PL96 0058, according to the plat thereof recorded under Auditor's File No. 201904190032, records of Skagit County, Washington;
> Situate in Skagit County, Washington.

B. The Association is charged with certain duties and vested with certain powers related to the Property as prescribed by law and as set forth in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Plat of Cascade Highlands – Phase 1 and 3 – PL96-0058 as previously recorded under Recording No. 201908020044, records of Skagit County, Washington, including all amendments thereto (collectively the "**CC&Rs**").

C. Developer intends to develop, subdivide, and/or sell all or a portion(s) of the Property, and desires to retain legal rights over a portion of the Property for the benefit of the plat for storm drainage utilities.

D. Developer therefore desires to establish an easement for storm drainage purposes on a portion of the Property.

EASEMENT

1. NOW, THEREFORE, Developer hereby reserves unto themselves and their respective successors and/or assigns, including any future subdivision of lots, parcels, and/or unit lots on the Property, a perpetual non-exclusive private storm drainage easement over a portion of the Property, said portion being legally described as follows (the "**Easement Area**"):

> see legal description and graphical depiction,
> both attached hereto and by this reference made a part hereof

TOGETHER WITH the right for the Association or any owner of the Property, without prior institution of suit or proceeding at law, from time to time as may be necessary or convenient, to enter upon, over, and along the Easement Area and additional portions of the Property as reasonably necessary for access for the purposes as stated herein.

2. The private storm drainage easement shall be for the purposes of constructing, installing, inspecting, maintaining, repairing, replacing, updating, and removing a private storm drainage system, including but not limited to pipes, cleanouts, catch basins, manholes, swales, culverts, slopes, cuts, and all other related appurtenances (collectively the "**Drainage System**") within the Easement Area, and for the purposes of collecting, transporting, and discharging stormwater runoff into and through the Drainage System within the Easement Area.

3. The Easement Area shall be considered a Common Area pursuant to Article 7 of the CC&Rs. Pursuant to Section 7.2.3 of the CC&Rs, the Association shall be responsible for installation, inspection, maintenance, repair, replacement, updating, and removal of the Drainage System within the Easement Area, and shall have authority to charge the owners of the Cascade Highlands plat for costs related thereto pursuant to the Association's governing documents.

4. After accessing or utilizing the Easement Area for the purposes stated herein, the Association shall restore the surface of the Easement Area and any other portion of the Property utilized for access to a condition reasonably equivalent to its condition prior to entry. The Association shall exercise its best effort not to damage any private improvements within the Easement Area and the Property, but if damage occurs, shall repair and/or replace said improvements at its sole expense.

5. No obstruction, whether temporary or permanent in nature, that limits the free and unimpeded use of the Drainage System located within the Easement Area for the purposes established herein shall be constructed or erected in the Easement Area.

6. The Association and the owners within the plat agree to hold the burdened property owners and their respective heirs, successors, and assigns harmless from any and all liability associated with the use, enjoyment, or maintenance of the Drainage System within the Easement Area, including use by agents, licensees, or invitees. Each owner within the plat expressly and specifically agrees that this indemnification shall be without limitation.

7. If legal action or mediation/arbitration is commenced to enforce any rights under this Private Storm Drainage Easement Reservation or to interpret its meaning, the substantially prevailing party (or parties) in such action shall be entitled to an award of attorneys' fees, litigation expenses, and costs incurred in the action or arbitration, including attorneys' fees, litigation expenses, and costs of collection.

8. This Private Storm Drainage Easement Reservation shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the state of Washington. The venue of any suit between the parties to this Private Storm Drainage Easement Reservation shall be the Skagit County Superior Court.

9. This Private Storm Drainage Easement Reservation is a covenant running with the land and shall be binding upon Developer and their respective successors and assigns, including any future subdivision of lots, parcels, and/or unit lots on the Property. The Property shall be held, used, leased, sold, and/or conveyed subject to the terms of this Private Storm Drainage Easement Reservation.

10. It is intended that the rights and obligations created by this Private Storm Drainage Easement Reservation shall not be affected by merger of title and shall therefore not automatically terminate or be extinguished solely by reason of existing or future common ownership of the property burdened by and benefiting from this Private Storm Drainage Easement Reservation.

[SIGNATURE PAGES FOLLOW]

UNOFFICIAL DOCUMENT

GRANTOR
Plats Plus, Inc.

Lisa Hallmon 11/14/25
Signature Date

By Lisa Hallmon
Printed Name

Its Vice President
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King

On this 14th day of November, 2025, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Vice President of Plats Plus, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NATHAN KREITER Commission Expires 03-15-2029 NOTARY PUBLIC License Number 191187 STATE OF WASHINGTON

Notary Public in and for the State of Washington

Nathan Kreiter
Printed Name

Residing at: King Co., WA

Appointment Expires: 3/15/29

UNOFFICIAL DOCUMENT

GRANTOR
Lake 16, LLC

Signature 11/14/25 Date

By Lisa Hallmon
Printed Name

Its Secretary
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King

On this 14th day of November, 2025, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Secretary of Lake 16, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NATHAN KREITER
Commission Expires
03-15-2029
NOTARY
PUBLIC
License Number 191187
STATE OF WASHINGTON

Notary Public in and for the State of Washington

Nathan Kreiter
Printed Name

Residing at: King Co., WA

Appointment Expires: 3/15/29

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

ASSOCIATION
Cascade Highlands at Lake 16 HOA

Signature 11/14/25 Date

By Lisa Hallmon
Printed Name

Its Director
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King

On this 14th day of November, 2025, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Director of Cascade Highlands at Lake 16 HOA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

NATHAN KREITER
Commission Expires
03-15-2029
NOTARY
PUBLIC
License Number 191187
STATE OF WASHINGTON

Notary Public in and for the State of Washington

Nathan Kreiter
Printed Name

Residing at: King Co, WA

Appointment Expires: 3/15/29

UNOFFICIAL DOCUMENT

EXHIBIT "A"
LEGAL DESCRIPTIONS

LOT 36 OF THE PLAT OF CASCADE HIGHLANDS, PHASE 1 AND 3, PL96-0058, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TRACT C OF THE PLAT OF CASCADE HIGHLANDS, PHASE 1 AND 3, PL96-0058, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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EXHIBIT "B"
EASEMENT LEGAL DESCRIPTION

A STRIP OF LAND, 15.00 FEET IN WIDTH, OVER PORTIONS OF LOT 36 AND TRACT C, PLAT OF CASCADE HIGHLANDS, PHASE 1 AND 3, PL96-0058, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 201904190032, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID STRIP HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 36;
THENCE SOUTH 76°17'22" EAST 7.52 FEET TO THE INTERSECTION OF A LINE 7.50 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 36 AND THE NORTHERLY RIGHT OF WAY MARGIN OF SINNES ROAD, THE POINT OF BEGINNING;
THENCE NORTH 09°22'48" EAST ALONG SAID PARALLEL LINE 59.70 FEET;
THENCE NORTH 48°09'09" EAST, LEAVING SAID PARALLEL LINE, 97.37 FEET;
THENCE NORTH 27°32'32" EAST 33.77 FEET TO THE SOUTH LINE OF SAID TRACT C;
THENCE CONTINUE NORTH 27°32'32" EAST 159.63 FEET;
THENCE NORTH 78°09'29" EAST 162.23 FEET TO THE TERMINUS OF SAID CENTERLINE;

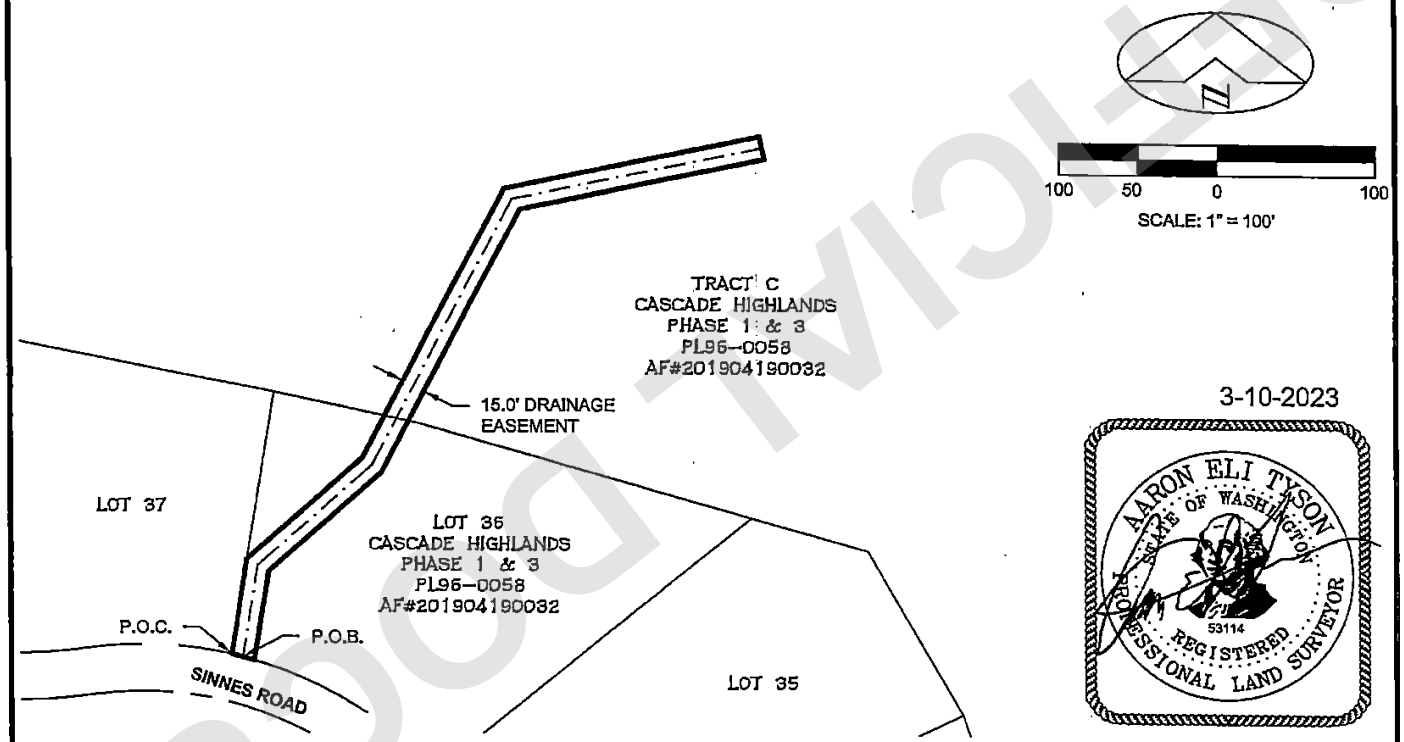
THE SIDELINES OF THE ABOVE-DESCRIBED STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED, TO INTERSECT AT ALL ANGLE POINTS AND THE NORTHERLY RIGHT OF WAY MARGIN OF SINNES ROAD.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

3-10-2023



EXHIBIT "C"



HARMSEN
2822 COLBY AVE. (360) 794-7811
SUITE 300 (206) 343-5903
EVERETT, WA 98201 FAX: (360) 805-9732

SITE ADDRESSES
20485 SINNES ROAD & TBD
MOUNT VERNON, WA 98274

PARCEL NUMBERS
P134721
P134726

DRAINAGE EASEMENT

03-10-2023
AET
21-414

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