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Skagit County Auditor

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REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Kaitlee Watman
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): Septic Lines and Drainfield Easement Reservation
Reference Number(s) of Document(s) Assigned or Released: N/A
Grantor(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3.
Grantee(s): 1. Plats Plus, Inc. 2. Lake 16, LLC 3.
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): Lot 12 and Lot 13, Plat of Cascade Highlands, Phase 2, according to the plat thereof recorded under Auditor's File No. 202609010134, records of Skagit County, Washington; Additional legal is on page 2 of document.
Assessor's Property Tax Parcel/Account Number(s): ☒ Not yet assigned P134726 (XRefID 6063-000-999-0003) (parent parcel – IOP)
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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SEPTIC LINES AND DRAINFIELD EASEMENT RESERVATION

This Septic Lines and Drainfield Easement Reservation is made by Plats Plus, Inc., a Washington corporation, and Lake 16, LLC, a Washington limited liability company (collectively "**Developer**").

RECITALS

A. Developer is the legal owner of that certain real property located in Skagit County, Washington, commonly known as a portion of Parcel No. P134726 (XRefID 6063-000-999-0003) (the "**Burdened Property**"), legally described as follows:

> Lot 12, Plat of Cascade Highlands, Phase 2, according to the plat thereof recorded under Auditor's File No. 202609010134, records of Skagit County, Washington;
> (being a portion of 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. Developer is also the legal owner of that certain real property located in Skagit County, Washington, commonly known as a portion of Parcel No. P134726 (XRefID 6063-000-999-0003) (the "**Benefited Property**"), legally described as follows:

> Lot 13, Plat of Cascade Highlands, Phase 2, according to the plat thereof recorded under Auditor's File No. 202609010134, records of Skagit County, Washington;
> (being a portion of 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.

C. Developer intends to subdivide and/or sell all or a portion of the Burdened Property and the Benefited Property, and desires to retain legal rights for the Benefited Property to utilize a portion of the Burdened Property for septic lines and drainfield purposes.

D. Developer therefore desires to create a septic lines and drainfield easement on a portion of the Burdened Property.

EASEMENT

1. The above Recitals are incorporated herein by reference.

2. Developer hereby reserves unto the Benefited Property a perpetual non-exclusive septic lines and drainfield easement over, across, and under a portion of the Burdened Property, said portion being legally described as follows (the "**Easement Area**"):

> see Exhibit "A" easement legal description and Exhibit "B" graphical depiction,
> both attached hereto and by this reference made a part hereof.

3. The easement shall be for purposes of installing, constructing, operating, inspecting, maintaining, updating, replacing, removing, and reconstructing residential septic drainfield lines and a drainfield soil absorption system, including any and all appurtenances related thereto (collectively the "**Septic Lines and Drainfield**").

4. The owner of the Benefited Property shall have the right, without prior institution of suit or proceeding at law, at times as may be necessary or convenient, to enter upon the Easement Area and such additional portions of the Burdened Property as reasonably necessary to access the Easement Area to implement activities associated with the purpose of this Septic Lines and Drainfield Easement Reservation.

5. The owner of the Benefited Property shall maintain, repair, and/or replace the Septic Lines and Drainfield located within the Easement Area, and shall keep the Septic Lines and Drainfield fully operational. In the event that the owner of the Benefited Property fails to repair, replace, or maintain the Septic Lines and Drainfield located within the Easement Area, and such failure causes or is imminently likely to cause significant damage to the Burdened Property or is an imminent threat to human health or safety, then the owner of the Burdened Property may make or cause to be made such maintenance, repair, and/or replacement, and may obtain payment from the owner of the Benefited Property for the cost of the work performed in the manner provided by law or as provided in any dispute resolution process to which the parties agree.

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

7. Subject to the restrictions contained herein, the owner of the Burdened Property shall have full use of the surface of the Easement Area as long as such use does not interfere with the Septic Lines and Drainfield. The owner of the Burdened Property shall not construct or maintain or suffer to be constructed or maintained any structures, roads, driveways, or trails for vehicular traffic within the Easement Area. The owner of the Burdened Property shall not in any way compact the soil within the Easement Area. The owner of the Burdened Property shall not, without prior written approval from the owner of the Benefited Property, undertake, authorize, permit, or consent to any construction or excavation, including, without limitation, digging, tunneling, or other forms of construction activity within or near the Easement Area that might in any fashion unearth, undermine, or damage the Septic Lines and Drainfield.

8. The owner of the Benefited Property agrees to indemnify, defend, and hold the owner of the Burdened Property and its heirs, successors, and/or assigns harmless from any and all liability associated with the use, enjoyment, repair, or maintenance of the Easement Area (including use by licensees or invitees). The owner of the Benefited Property expressly and specifically agrees that this indemnification shall be without limitation.

9. This Septic Lines and Drainfield Easement Reservation is a covenant running with the land and shall be binding upon the owners of the Burdened Property and the Benefited Property, and their respective heirs, successors, and assigns. The Burdened Property and the Benefited Property shall be held, used, leased, sold, and/or conveyed subject to the terms of this Septic Lines and Drainfield Easement Reservation.

10. It is intended that the rights and obligations hereunder shall not be merged, terminated, or extinguished solely by reason of existing or future common ownership of the Burdened Property and the Benefited Property.

11. In any suit or other proceeding arising out of or pertaining to this Septic Lines and Drainfield Easement Reservation, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses from the substantially non-prevailing party, in addition to any other relief, including all costs and expenses for collection.

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Plats Plus, Inc.

Lisa Hallmon 5/19/26
Signature Date
By Lisa Hallmon
Printed Name
Its Vice President
Title

Lake 16, LLC

Lisa Hallmon 5/19/26
Signature Date
By Lisa Hallmon
Printed Name
Its Secretary
Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 19th day of May, 2026, 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.
Appointment Expires: 3-15-29

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 19th day of May, 2026, 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.
Appointment Expires: 3-15-29

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EXHIBIT "A"
DRAINFIELD EASEMENT
LEGAL DESCRIPTION

THAT PORTION OF 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 36 OF SAID PLAT,
THENCE NORTH 74°04'16" WEST 101.92 FEET ALONG THE NORTH LINE OF SAID LOT 36;
THENCE NORTH 29°28'36" EAST 114.78 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 29°28'36" EAST 90.00 FEET;
THENCE NORTH 60°31'24" WEST 34.31 FEET;
THENCE SOUTH 78°09'29" WEST 14.23 FEET;
THENCE SOUTH 29°28'36" WEST 80.60 FEET;
THENCE SOUTH 60°31'24" EAST 45.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

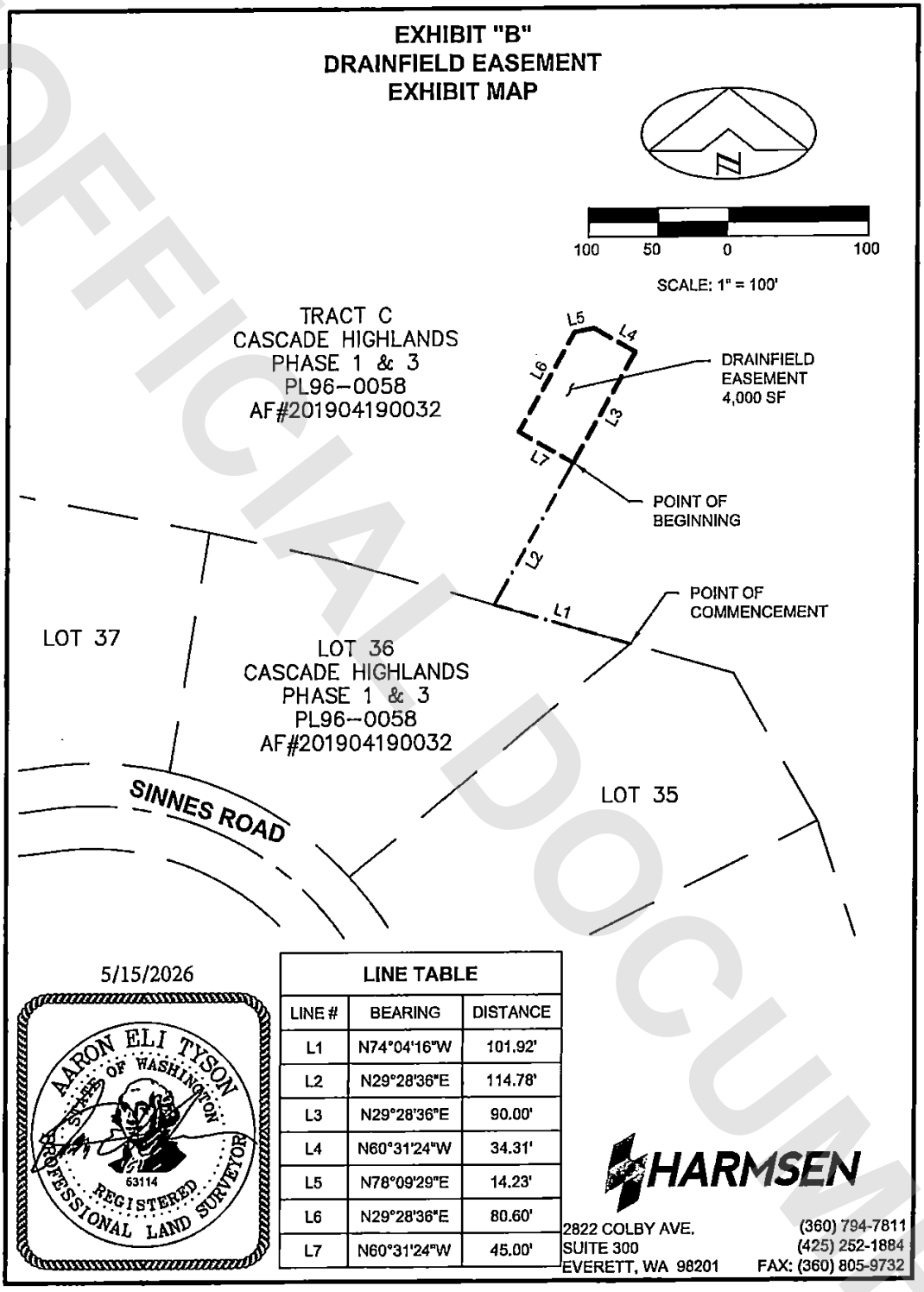
5/15/2026



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EXHIBIT "B"
DRAINFIELD EASEMENT
EXHIBIT MAP



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N74°04'16"W	101.92'
L2	N29°28'36"E	114.78'
L3	N29°28'36"E	90.00'
L4	N60°31'24"W	34.31'
L5	N78°09'29"E	14.23'
L6	N29°28'36"E	80.60'
L7	N60°31'24"W	45.00'

5/15/2026

AARON ELI TYSON
STATE OF WASHINGTON
63114
REGISTERED
PROFESSIONAL LAND SURVEYOR

HARMSEN

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