

FILED FOR RECORD AT THE
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201601250097

Land Title and Escrow

Burlington

Skagit County Auditor

\$84.00

1/25/2016 Page

1 of

12 3:33PM

SEPTIC EASEMENT

Grantor: JJM BOW, LLC,
a Washington limited liability company

Grantee: NORTH EDISON PROPERTIES, LLC
a Washington limited liability company

Additional Grantor(s) on page(s):

Additional Grantee(s) on page(s):

Abbreviated Legals: Ptn Blocks 1 and 3, "Town Plat of Edison" (Haller's
Addition)

Additional Legals on page(s): Pages 2, 3, 4, 5

Land Title and Escrow

Assessor's Tax Parcel Nos.: P48533 / 360333-0-007-0009
P72960 / 4099-003-009-0009
P48534 / 360333-0-008-0008
P72950 / 4099-001-017-0003
P72949 / 4099-001-010-0000

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THIS AGREEMENT (the "Agreement"), is made the date set forth below, by and between
JJM BOW, LLC, a Washington limited liability company, (hereinafter "Grantor") and
NORTH EDISON PROPERTIES, LLC, a Washington limited liability company (hereinafter
"Grantee") who hereby agree as follows:

DESCRIPTION OF PROPERTY

- 1) JJM BOW, LLC, a Washington limited liability company, is the owner of the following
described parcels of real property in Skagit County, Washington (hereinafter collectively
"Drain Field Parcel"):

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 25 2016

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

P72960:

Lot 5 EXCEPT the South 12.00 feet (as measured perpendicular to the South line) and Lots 6-9 (inclusive) all in Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law.

AND TOGETHER WITH a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the West 15.00 feet (as measured perpendicular to the West line) of that portion of vacated Gilkey Avenue lying adjacent to Lots 3, 4 and the South 12.00 feet of Lot 5, Block 3, said "Town Plat of Edison" (Haller's Addition).

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

AND ALSO:

P48533:

The East half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East and West by the Samish Slough and bounded on the South by a line 10 feet North of the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

AND ALSO:

P48534:

The West half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East and West by the Samish Slough and bounded on the South by a line 10 feet North of the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

AND ALSO:

P72950:

Lot 13, EXCEPT the South 12.00 feet (as measured perpendicular to the South line) thereof and Lots 14-17 (inclusive), all in Block 1, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach by operation of law.

AND TOGETHER WITH A non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the East 10.00 feet (as measured perpendicular to the East line) of that portion of vacated Gilkey Avenue lying adjacent to Lot 12 and the South 12.00 feet of Lot 13, Block 1, said "Town Plat of Edison" (Haller's Addition)

AND ALSO SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

2) NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, is the

owner of the following described real property in Skagit County, Washington ("North Edison Property"):

(Parcel A and Parcel B below represent a single lot.)

Parcel A:

Lots 9-12 (inclusive) and the South 12.00 feet (as measured perpendicular to the South line) of Lot 13, all in Block 1, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Gilkey Avenue which would attach thereto by operation of law.

EXCEPT that portion of said vacated Gilkey Avenue described as follows:

BEGINNING at the Southeast corner of said Lot 11;
thence North $89^{\circ}13'30''$ East along the extension of the South line of said Lot 11, a distance of 9.13 feet to the TRUE POINT OF BEGINNING;
thence North $00^{\circ}58'57''$ East a distance of 33.02 feet to the extension of the North line of said Lot 11;
thence North $89^{\circ}13'30''$ East along said line a distance of 11.14 feet;
thence South $00^{\circ}46'30''$ East a distance of 33.00 feet to the extension of the South line of said Lot 11;
thence South $89^{\circ}13'30''$ West a distance of 12.15 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the East 10.00 feet (as measured perpendicular to the East line) of that portion of said vacated Gilkey Avenue fronting the above-reference Lot 12 and the South 12.00 feet of Lot 13, Block 1, said "Town Plat of Edison" (Haller's Addition).

Parcel B:

Lots 3, 4 and the South 12.00 feet (as measured perpendicular to the South line) of Lot 5, Block 3, "Town Plat of Edison" (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

TOGETHER WITH portion of vacated Gilkey Avenue which would attach by operation of law.

SUBJECT TO a non-exclusive mutually beneficial easement for ingress, egress and utilities over, under and across the West 15.00 feet (as measured perpendicular to the West line) of that portion of said vacated Gilkey Avenue fronting the above-references Lots 3, 4 and the South 12.00 feet of Lot 5, Block 3, said "Town Plat of Edison" (Haller's Addition).

ALL OF THE ABOVE PARCELS A AND B BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All being situate in the County of Skagit, State of Washington.

DESCRIPTION OF EASEMENT

- 3) The "Septic Easement" conveyed herein is more particularly described as follows:

An non-exclusive easement (subject to termination pursuant to Section 7 below) for the right to use the existing septic system drain field and associated tanks, utility lines, and distribution lines and for the installation, maintenance and repair of a drain field for septic discharge and all improvements and drain lines necessary for such purpose, which easement shall be over, under and across Grantor's real property, the Drain Field Parcel," as is described in paragraph 1) above.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CONVEYANCE OF EASEMENT

- 4) GRANTOR, JJM BOW, LLC, a Washington limited liability company, hereby conveys and quitclaims to NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, the Septic Easement, over, under and across the Drain Field Parcel, which Septic Easement and Drain Field Parcel are more particularly described above and shown on the Exhibit "A."

MAINTENANCE AND OPERATION

- 5) Prohibited Actions. The Grantor and Grantee agree that the Grantor and Grantee, its heirs, successors and assigns, and Grantor's and Grantee's agents, contractors, tenants, invitees, employees, servants or licensees will not adversely affect the drain field, pipes, septic

tanks, pumps, or any other related improvements, equipment, systems and structures (collectively the on-site sewage system "OSS") through:

- a) Surface drainage;
 - b) Soil compaction, for example by vehicular traffic or livestock;
 - c) Damage by soil removal and grade alteration;
 - d) Directing new drains, such as footing or roof drains, towards the area where the OSS is located;
 - e) Transmission of any liquid, solid or other material or force through the OSS that is unlawful or impairs the performance of, causes damage to, or otherwise increases costs related to the OSS, including but in no way limited to excess volume, excess pressure, chemicals incompatible with or harmful to the OSS, feminine hygiene products, solids in volume, timing or content that are incompatible with or harmful to the OSS.
- 6) Maintenance. The Grantor shall operate and maintain the OSS in accordance with the minimum standards applicable to septic systems of this type which may be imposed by any governmental law, statute, regulation or ordinance, and, without limitation, the regulations of the Skagit County Health Department, and shall:
- a) Determine the level of solids and scum in the septic tank(s) and pump chamber (if applicable) at least once every five years;
 - b) Employ a pumper to remove the septage from the tank(s) when Grantor determines the level of solids and scum indicates that removal is necessary;
 - c) Provide vegetation maintenance over the drain field, if necessary;
 - d) Perform such inspection, repair, maintenance, or other work on the OSS as Grantor determines is necessary or desirable.
- 7) Unavailability of OSS. Grantor shall not be liable to Grantee for any damages arising out of or related to defect in or failure of the OSS and/or the related improvements. In the event of such defect in or failure of the OSS, Grantor's obligation to Grantee shall be limited solely to making reasonable efforts to correct the defect and/or failure of the OSS.
- 8) Obligations of Grantee. Any use of the Septic Easement by the Grantee shall be at the cost and expense of the Grantee to be shared with Grantor. In the event that Grantor

determines that any replacement, repair, installation or maintenance of all or any portion of the OSS and its related improvements is necessary or desirable for the proper operation of the OSS, the Grantee shall promptly reimburse Grantor upon demand, for one half of all costs related to such replacement, repair, installation and maintenance. In the event that Grantee determines that any replacement, repair, installation or maintenance of all or any portion of the OSS and its related improvements is necessary or desirable for the proper operation of the OSS at its current capacity and capability, the Grantee may request such work to be done on the OSS and its related improvements by giving written notice to Grantor. Provided, Grantee may conduct emergency work on the OSS without providing notice to the Grantor and Grantor will reimburse Grantee for Grantor's share of all reasonable costs related to such emergency work. In the event Grantee notifies Grantor of requested work in writing and Grantor fails to perform the work within a reasonable amount of time, but in any event at least forty five (45) days, then Grantee may complete the work, at Grantee's sole election, and Grantor will reimburse Grantee for Grantor's share of the cost. For the purposes of this paragraph, an emergency shall be defined as a failure of the OSS such that sewage is either flowing openly at ground level or Grantee is unable to convey sewage through the OSS and sewage is backing up in Grantee's property and/or plumbing fixtures.

In the event that Grantee performs work or causes work to be performed on the OSS, Grantee agrees to indemnify and save harmless Grantor against and from any and all liability, loss, costs and expense of whatever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises out of or in connection with or incident to the work on the OSS and/or any related improvements, by, or the presence thereon of, Grantee, Grantee's agents, contractors, tenants, invitees, employees, servants or licensees.

After the end of a calendar year, Grantor may provide Grantee with a written itemization of all costs incurred by Grantor related to the OSS and may submit an invoice to Grantee identifying Grantee's share of the costs for the calendar year. Grantee shall have the right to perform an audit of the costs provided that such audit is requested within thirty (30) days after receipt of the invoice, and Grantor shall promptly make available for Grantee's inspection any documents related to the costs. Grantee must complete its audit within ten (10) days after Grantor responds to Grantee's request for documents.

The Grantor or Grantee shall take such actions as are necessary to keep the flow of sewage to the OSS at or below the approved design in quantity and waste strength.

- 9) Additional Users. In the event additional users within Grantor's property (other than two existing) are allowed on the OSS by the Grantor then such users are bound by the terms of this agreement and shall share in the cost of operating the OSS pro rata. Grantor may not

allow additional users that will overwhelm or overuse the OSS.

GENERAL PROVISIONS

- 10) **Term of Easement.** This Septic Easement shall remain in effect until the earlier of: (i) termination by the mutual written and recorded agreement of the Grantor and Grantee; or (ii) termination by the operation of law.
- 11) The Septic Easement is to be held by the Grantor and the Grantee, their heirs and successors and assigns as appurtenant to the Drain Field Parcel and the North Sound Property. The benefits, burdens and covenants of the Septic Easement and this Agreement shall be deemed to run with the land and bind the Grantor and Grantee, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 12) If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation related expenses, including all such attorneys' fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.
- 13) This Agreement may be enforced at law or in equity. Venue of any action arising out of this Agreement, the parties' rights and obligations hereunder, or any other matter or thing relating to the easement or drainage issues, shall be held in the Superior Court of Washington for Skagit County.
- 14) There are no verbal or other agreements which may modify or affect the Septic Easement or this Agreement. There are no other agreements between the parties relating to the OSS, any easements affecting the Drain Field Parcel, or any related improvements, other than those described herein. This Agreement is an integrated, complete document and constitutes the entire agreement among the parties.

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IN WITNESS WHEREOF the parties have hereunto set their hand this 14th day of January, 20 16.

GRANTOR:

JJM BOW, LLC,
a Washington limited liability company

By

[Signature]
MAX A. TAUBERT
Its Executive Manager

GRANTEE:

NORTH EDISON PROPERTIES, LLC,
a Washington limited liability company

By

[Signature]
ANDREW VALLEE
Its Manager

By

[Signature]
WESLEY SMITH
Its Manager

(acknowledgments follow)

STATE OF WISCONSIN)
) ss
COUNTY OF)

I certify that I know or have satisfactory evidence that MAX A. TAUBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Manager of JJM BOW, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 14, 2016

Heather M. Hanson

(Signature)

NOTARY PUBLIC

Heather M. Hanson

Print Name of Notary

My appointment expires: July 16, 2017

HEATHER M. HANSON
NOTARY PUBLIC
STATE OF WISCONSIN

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MAX A. TAUBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Manager of JJM BOW, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20____.

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: _____

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

~~I certify that I know or have satisfactory evidence that MAX A. TAUBERT is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Manager of JIM BOW, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.~~

Dated: _____, 20____.

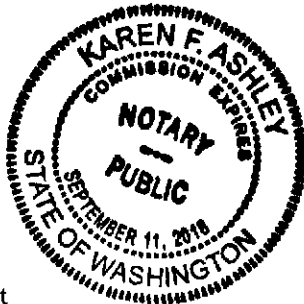
(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ANDREW VALLEE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 15th, 2016.

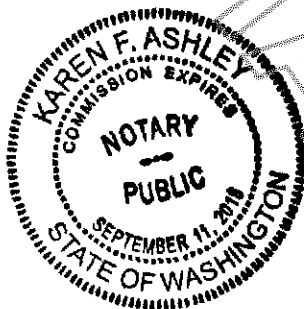


Karen Ashley
(Signature)
NOTARY PUBLIC
Karen Ashley
Print Name of Notary
My appointment expires: 9-11-2018

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that WESLEY SMITH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of NORTH EDISON PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 15th, 2016.



Karen Ashley
(Signature)

NOTARY PUBLIC

Karen Ashley
Print Name of Notary

My appointment expires: 9-11-2018