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05/12/2020 03:54 PM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

After Recording Return to:

J & S Realty Property Holdings LLC
P.O. Box 54 17905 State Route 536
Yorba Linda, CA 92885 Mt. Vernon, WA 98273

Land Title and Escrow

**ACCOMMODATION
RECORDING ONLY**

m-22114

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2020

Amount Paid \$
By Skagit Co. Treasurer Deputy

SEWER EASEMENT

Document Title: Sewer Easement

Reference No. of Document Affected: N/A

Grantor: Richard W. Linton, as his separate property; Ronald P. Linton and Rebecca I. Linton, husband and wife

Grantee: J & S Realty Holdings, LLC, a Washington Limited Liability Company

Abbreviated Legal: Ptns of SW ¼, NW 1/4, 32-34-4E, W.M., Skagit County, Washington

Tax Parcel No.: P29543 & P 29548

This Sewer Easement is made this 11 day of May, 2020 by and between Richard W. Linton, as his separate property, and Ronald P. Linton and Rebecca I. Linton, husband and wife, (Grantors) and J & S Realty Holdings, LLC, a Washington Limited Liability Company, (Grantee) to provide for access to a sewer line on Grantors' property to serve the Grantee's property.

RECITALS

Whereas, Grantors are the owners of that certain real property legally described as follows:

PARCEL A

The South 45 feet of the West 120 feet of the North 165 feet of that portion of the Southwest ¼ of the Northwest ¼ of Section 32, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway, EXCEPT ditch rights of way.

TOGETHER with an easement for common driveway over the North 5 feet of the West 120 feet of that portion of the South 20 rods of the North 30 rods of the Southwest ¼ of the Northwest ¼ of said Section 34 lying East of the Pacific Highway.

Situate in County of Skagit, State of Washington.

PARCEL B

The north 3 feet of the South 48 feet of the North 165 feet of the West 120 feet of that portion of the Southwest ¼ of the Northwest ¼ of Section 32, Township 34 North, Range 4 East, W.M., lying East of former U.S. Highway 99.

Situate in County of Skagit, State of Washington.

Whereas, Grantee is the owners of that certain real property legally described as follows:

The south 63 feet of the West 107 feet of the North 228 feet of the Southwest ¼ of the northwest ¼ OF Section 32, Township 34 North, Range 4 East, W.M., EXCEPT State Highway.

Situate in Skagit County, Washington.

Whereas, the Grantors have a sewer connection to their property as a result of a sewer line running from the main located within the right of way of Old Highway 99 South that adjoins their property on the west. That connection extends easterly into the Grantors' property and services the improvement(s) located thereon.

Whereas, the Grantee's property adjoins the Grantors' property on the south and also fronts Old Highway 99 South. Grantee has requested the right to connect to the Grantors' sewer line that is connected to the sewer main located within the right of way of Old Highway 99 South.

Whereas, Grantors have agreed to grant the easement to connect to the sewer line located on their property pursuant to the following terms and conditions:

1. The connection from the Grantee's property shall be from south to north running parallel to the east margin of Old Highway 99 South. The connection to the sewer line on the Grantors' property shall be as close to the east margin of Old Highway 99 South as practicable.
2. Design and construction of the sewer line shall be in compliance with industry standards and shall be properly permitted with the City of Mount Vernon and / or Skagit County with all costs and fees paid for by Grantee.
3. The timing and the construction of the sewer line to serve Grantee's property, and connection to the sewer line on Grantors' property, shall be done in a manner that causes as little disruption to Grantors' business operations as possible.
4. The line connecting Grantee's property to Grantors' sewer line shall have an accessible clean out on Grantee's property that can be utilized by Grantors or Grantee to clear obstructions and prevent backflow into structures located on either property.
5. The Grantee will be responsible for all costs of construction, maintenance and repair of the newly installed sewer line to serve Grantee's property and shall be responsible for any costs of maintenance and repair of Grantors' sewer line past (west of) the

point of connection to the Grantors' sewer line to the point of connection to the city sewer line located in the right of way of Old Highway 99 South.

6. The Grantors' property that is impacted or disturbed by installation of the Grantee's sewer line, and connection to the Grantors' sewer line, shall be returned to the condition in which it was in prior to installation and connection. In addition, any damage that may occur to other utilities located on the Grantors' property as a result of this sewer connection shall be repaired at the Grantee's expense.

Now Therefore, in consideration of the mutual covenants and obligations herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Sewer Line Easement** – Grantors hereby grant and convey to Grantee, its successors and assigns, an easement for sewer line over, under and across the following described portion of the Grantors' property:

The area in the southwesterly portion of Grantors' property identified in drawings to be prepared by Grantee's contractor installing the sewer line to run from south to north parallel to the easterly margin of Old Highway 99 South. The area shall be 10 feet in width, 5 feet on either side of the centerline located by Grantee's contractor doing the installation. At the time of installation, and as needed for future repair and maintenance, Grantee shall be allowed to use a reasonable area on Grantor's property on either side of the 10 foot width.

2. **Burden and Benefit** – this easement burdens the property of the Grantors and benefits the property of the Grantee. It is a covenant running with the land and will be binding upon the parties hereto, their heirs, successors and assigns.
3. **Installation, Maintenance and Repair** – all costs of installation, repair and maintenance shall be the responsibility of the Grantee. The contractor hired by Grantee shall be responsible for locating the sewer line in the easement path in such a manner as to protect and preserve any and all existing improvements to the burdened parcel located within any portion of this easement grant. Design and construction of the sewer line shall be in compliance with industry standards and shall be properly permitted with the City of Mount Vernon and / or Skagit County with all costs and fees paid for by Grantee.

The line connecting Grantee's property to Grantors' sewer line shall have an accessible clean out on Grantee's property that can be utilized by Grantors or Grantee to clear obstructions and prevent backflow into structures located on either property.

Any surface area of the easement disturbed by the installation, maintenance or repair of the sewer line shall be restored to its condition immediately prior to work in the easement area. In the event of the need to repair or restore the

easement strip, or adjacent areas due to extraordinary circumstances involving the easement, the costs of repair or restoration shall be paid by Grantees. Any costs of maintenance or repair of Grantors' sewer line past (west of) the point of Grantee's connection thereto shall be the responsibility of the Grantee.

If the Grantees fail or refuse to perform such repair or restoration for a period of ___ calendar days (7 if not filled in) then repair may be undertaken by the Grantors in a commercially reasonable manner. The costs associated with that repair shall become a lien upon the property of the Grantee and shall be enforced in the same manner as a Mechanic's Lien according to RCW 60.04 et seq.

4. **Right to Enter – Notice of Installation and Maintenance – Minimize Business Interruption** -Grantee, its contractors and other service providers related to the sewer line (hereafter "Agents"), shall have the right to enter upon Grantors' land adjacent to the easement area for the purposes of installation, maintenance and repair. The timing of the construction of the sewer line to serve Grantee's property, and connection to the sewer line on Grantors' property, shall be done in a manner that causes as little disruption to Grantors' business operations as possible.


Grantee or their agent shall notify the Grantors prior to commencement of the work to be undertaken. The notice shall be communicated by either personal contact or in another manner whereby receipt of the notice to Grantor can be documented by Grantee or its agent. During installation, repair or maintenance the Grantee or its agent shall take all reasonable measures to accommodate the continued enjoyment of access to the Grantor's property by the Grantors, their guests and invitees. In the event of the need for emergency repair notice to the Grantor shall be communicated as soon as possible.


5. **Indemnification** - Grantee shall indemnify and hold Grantors harmless from and against any and all liability, loss, damage, expenses, actions and claims of any kind or nature whatsoever, including costs and a reasonable attorney's fee incurred or arising from the installation, maintenance or repair of the sewer line and / or the easement.
6. **No Public Dedication** – Nothing herein shall be deemed a gift or dedication for public purposes.
7. **Attorneys' Fees and Venue** – In the event of a legal action arising out of the interpretation or enforcement of this Easement Agreement, the prevailing party shall be entitled to recover all costs and disbursements incurred including a reasonable attorneys' fee. It is agreed that the venue of any legal action will be in the Superior Court of Skagit County, Washington.

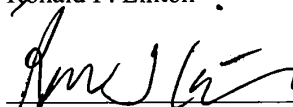
8. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.
9. **Notices** – In the event that notice need be communicated to the parties their contact information is as follows:
- Grantors: Richard and Ronald Linton
3208 Old Highway 99 South
Mount Vernon, WA 98273
- Grantee: J & S Realty Holdings, LLC, a Washington Limited
Liability Company
P.O. Box 54
Yorba Linda, CA 92885
10. **Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

In Witness Whereof, the parties hereto have executed this agreement on the date first written above.

Grantors:


Richard W. Linton


Ronald P. Linton


Rebecca I. Linton

Grantee:

J & S Realty Holdings, LLC, a Washington
Limited Liability Company
By, Julieth Jreige
Its, Managing Member

STATE OF WASHINGTON

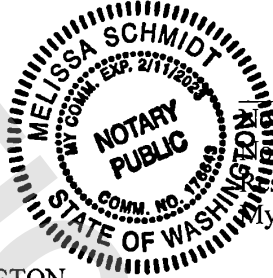
SS

COUNTY OF WHATCOM

SKA91T

I certify that I know or have satisfactory evidence that Richard W. Linton is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 11, 2020



Melissa Schmidt
Melissa Schmidt

Notary name printed or typed:

Notary Public in and for the State of Washington

Residing at Mt. Vernon

My appointment expires: 2-11-2023

STATE OF WASHINGTON

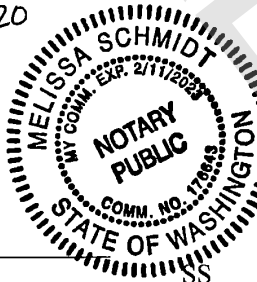
SS

COUNTY OF WHATCOM

SKA91T

I certify that I know or have satisfactory evidence that Ronald P. Linton and Rebecca I. Linton are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 11, 2020



Melissa Schmidt
Melissa Schmidt

Notary name printed or typed: Timothy G. Krell

Notary Public in and for the State of Washington

Residing at Bellingham Mt. Vernon

My appointment expires: 9/28/2022 2-11-2023

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that Julieth Jreige is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Managing Manager of J & S Realty Holdings, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated:

Notary name printed or typed:

Notary Public in and for the State of _____

Residing at

My appointment expires:

8. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.
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Liability Company
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Grantors:

Richard W. Linton

Ronald P. Linton

Rebecca I. Linton

Grantee:



J & S Realty Holdings, LLC, a Washington
Limited Liability Company
By, Julieth Jreige
Its, Managing Member

STATE OF WASHINGTON

SS

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Richard W. Linton is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed or typed:

Notary Public in and for the State of Washington

Residing at

My appointment expires:

STATE OF WASHINGTON

SS

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Ronald P. Linton and Rebecca I. Linton are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed or typed: Timothy G. Krell

Notary Public in and for the State of Washington

Residing at Bellingham

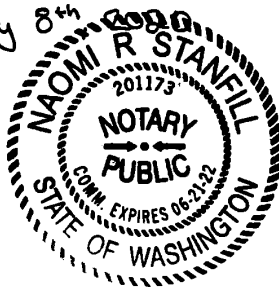
My appointment expires: 9/28/2022

STATE OF Washington

SS

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Julieth Jreige is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Managing Manager of J & S Realty Holdings, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: May 8th 2020Naomi R. Stanfill

Notary name printed or typed: Naomi R. Stanfill

Notary Public in and for the State of WashingtonResiding at Sedro Woolley, WAMy appointment expires: 06-21-22