

11/18/2020 12:32 PM Pages: 1 of 6 Fees: \$108.50  
Skagit County Auditor

WHEN RECORDED RETURN TO:

PATRICIA LOWRANCE  
1870 W. Dove Way  
Amado, AZ 85645

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2020 4907  
NOV 18 2020

Amount Paid \$ 23492  
By *ME* Skagit Co. Treasurer Deputy

Document Title: Sewer Line Easement  
Grantors/borrower: Timothy P. Brown and Jill I. Brown, husband and wife  
Grantee/assignee/beneficiary: The Frances Irene Knight Living Trust, dated August 31, 2004  
Legal Description: Ptn. Lot 70, "Burlington Acreage" a/k/a Lot 3, Short Plat BU-1-98;  
Ptn. Tract 70, "Plat of the Burlington Acreage Property"  
Assessor's Tax Parcel ID#s: 3867-000-070-0400 / P113240  
3867-000-070-0209 / P62758

### SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT (hereinafter the "Easement"), is made this 7  
day of ~~October~~ 2020, by and between Timothy P. Brown and Jill I. Brown, husband and  
wife, herein the "Grantors," and The Frances Irene Knight Living Trust, dated August 31, 2004,  
herein the "Grantee."

### RECITALS

A. Grantors owns certain real property situated the City of Burlington, in Skagit  
County, Washington, legally described as follows:

LOT 3 OF CITY OF BURLINGTON, SHORT PLAT NO. BURL-1-98 APPROVED  
MAY 5, 1998 AND RECORDED MAY 6, 1998 UNDER AUDITOR'S FILE NO.  
9805060108 IN VOLUME 13 OF SHORT PLATS, PAGES 118 AND 119 BEING A  
PORTION OF THE EAST ½ TRACT 70, "PLAT OF THE BURLINGTON ACREAGE  
PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49,  
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Hereinafter "Burdened Property."

B. Grantee owns certain real property situated in the City of Burlington, Skagit  
County, Washington, legally described as follows:

THE NORTH ½ OF THE WEST ½ OF TRACT 70, EXCEPT THE SOUTH 200 FEET  
OF THE WEST 400 FEET THEREOF, AND EXCEPT THAT PORTION DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 70, THENCE  
SOUTH 89°40'43" EAST ALONG THE NORTH LINE OF SAID TRACT 70, A  
DISTANCE OF 252.95 FEET; THENCE SOUTH 0°18'35" EAST 25.00 FEET;  
THENCE NORTH 89°40'43" WEST, 252.91 FEET TO THE WEST LINE OF TRACT  
70, THENCE NORTH 0°24'00" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Hereinafter "Benefited Property."

- C. The Grantee is preparing to develop the Benefited Property.
- D. The City of Burlington is requiring this Easement be recorded prior to any multi-lot development on the Benefited Property.
- E. The purpose of this Easement is to establish an easement for construction of an underground sewer line (the "Sewer Line") and the future maintenance thereof over, across and under a portion of Grantor's Property. The area encumbered by this Easement is referred to herein as the "Easement Area," and is legally described as the north sixteen feet (16') of the Burdened Property. The Easement Area is depicted on attached as Exhibit "A."

F. There shall also be a temporary construction easement ("Temporary Construction Easement") for the construction of the Sewer Line across and under a portion of the Grantor's property, described as follows:

A 5-FOOT STRIP DIRECTLY SOUTH OF THE EASEMENT AREA, DESCRIBED ABOVE, CONTINUING THE FULL LENGTH OF THE EASEMENT AREA, SKAGIT COUNTY, WASHINGTON (herein the "Temporary Easement Area").

The Temporary Easement Area is also shown on the sketch attached as Exhibit "A."

G. In exchange for Grantors granting the Easement and the Temporary Construction Easement to Grantee, Grantee agrees to pay Grantors thirteen thousand six hundred dollars and 00/100 (\$13,600) simultaneously with the closing of the sale of the Benefited Property to a developer, which shall occur within one (1) year from the date of this Easement. Grantee agrees to file a Real Estate Excise Tax Affidavit and pay real estate excise tax on the \$13,600 when it pays Grantor the \$13,600. Grantee also agrees to install a privacy fence along the boundary line of the Benefited Property and the Burdened Property, and Grantee shall install the side sewer stub for the development of the Benefited Property.

**NOW, THEREFORE**, in consideration of sum of THIRTEEN THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$13,600), the mutual covenants contained in this Easement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easement.** Grantors hereby grant and convey to the Grantee a perpetual, nonexclusive easement across, over, and under the Easement Area for the Sewer Line. The Sewer Line will run from the Benefited Property, through the Easement Area and tie into the manhole in the Curtis Street roundabout.

2. **Temporary Construction Easement.** Grantors hereby grant and convey to the Grantee a temporary nonexclusive construction easement across and under the Temporary Easement Area for the construction of the Sewer Line. The Temporary Easement Area may be used for any purpose associated with the construction of the Sewer Line, including but not limited to staging of construction materials, stockpiling excavated earth, and stockpiling of back-fill material.

3. **Benefit.** The Easement granted herein is for the benefit of the Grantee and any heirs, assigns, successors to, and personal representatives of the Grantee.

4. **Maintenance and repair.** The Grantee is further granted the right to operate, maintain, protect, improve and repair the Sewer Line, located within the Easement Area. Except in an emergency, the Grantee shall give Grantors forty-eight (48) hours of notice prior to commencing work within the Easement Area and upon completion of such work shall restore the Easement Area to the condition existing prior to the work. All restorations shall be at the sole cost and expense of the Grantee. The City of Burlington is also granted the right to maintain and repair the Sewer Line within the Easement Area.

5. **Indemnity.** Neither party (nor any agent or employee of that party) shall be liable for damage to real or personal property nor injury to persons sustained by the other party or any third persons as a result, directly or indirectly, of the other party's (or its agents or employees) exercise of its rights under this Easement. Each party ("Indemnifying Party") shall indemnify, defend and hold the other party (and its employees or agents) harmless from any and all damage to real property or injury to persons or personal property ("Claims") arising out of or related to the Indemnifying Party's (or its agents or employees) exercise of its rights under this Easement and/or arising from the Indemnifying Party's (or its agents or employees) actions related thereto, which indemnity shall include, but not be limited to any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such Claim or action or proceeding brought thereon, both at any alternative dispute resolution forum (i.e. arbitration, mediation, or the like), trial and on appeal. In addition, each party hereby waives any and all immunity under the Washington State Industrial Insurance Act (Title 51 RCW or as amended) or equivalent workers' compensation laws. This indemnification shall survive the expiration or termination of this Easement.

6. **Additional Grantee Obligations.** In exchange for Grantors granting this Easement to Grantee, Grantee agrees to pay Grantors the sum of THIRTEEN THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$13,600.00) simultaneously upon the sale of the Benefited Property to a developer, which shall occur within one (1) year of the date of this Easement. Grantee agrees to file a Real Estate Excise Tax Affidavit and pay real estate excise tax on the \$13,600 at the time it pays Grantor the \$13,600. Additionally, Grantee agrees to erect a six-foot (6') cedar privacy fence along the boundary line of the Benefited Property and the Burdened Property at its sole cost and expense. Grantee also agrees to install the side sewer stub necessary for the development of one lot. The side sewer stub shall be located within five feet (5') of the eastern property line of the Benefited Property. All of the additional Grantee Obligations listed in this Section 6 are contingent upon Grantee selling the property to a developer who develops, or intends to develop, a multi-lot on the Benefitted Lot. If no sale of the Benefited Property to a developer occurs within one (1) year of the date of this Easement, the Easement is automatically terminated.

7. **Binding effect.** In all respects, the provisions of this Easement shall be construed and interpreted as covenants which run with and are pertinent to the land of the parties above

described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

8. **No waiver.** Failure to enforce any provision of this Easement shall not operate as a waiver of any such provision.

9. **Attorney's fees.** In the event any of the parties institute suit to enforce the Easement, the successful party shall be entitled to court costs and reasonable attorney's fees against the losing party.

10. **Governing Law.** This Easement shall be governed, construed, and enforced in accordance with the laws of the State of Washington. Venue shall be the Superior Court of Skagit County, Washington.

11. **Severability.** Invalidation of any of the provisions of this Easement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Modifications.** Any modifications to this Easement shall be in writing, signed by both parties. Additionally, the City of Burlington shall also approve any modifications.

13. **Entire Agreement.** This Easement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS THEREOF, the parties have executed this Easement as of the date first above written.

**GRANTORS:**

  
TIMOTHY P. BROWN

  
JILL I. BROWN

**GRANTEE:**

THE FRANCES IRENE KNIGHT LIVING  
TRUST

  
PATRICIA LOWRANCE, Trustee

STATE OF WASHINGTON )

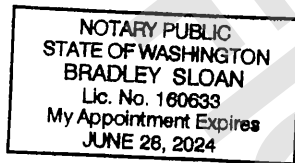
)ss.

COUNTY OF WHATCOM )

*Skagit*

On this 7 day of October, 2020, before me personally appeared Timothy P. Brown and Jill I. Brown, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.



*Bradley Sloan*  
 Print Name: Bradley Sloan  
 Notary Public in and for the State of Washington,  
 residing at Bellingham. Mount Vernon  
 My Commission Expires: 6-28-2024

STATE OF ARIZONA )

)ss.

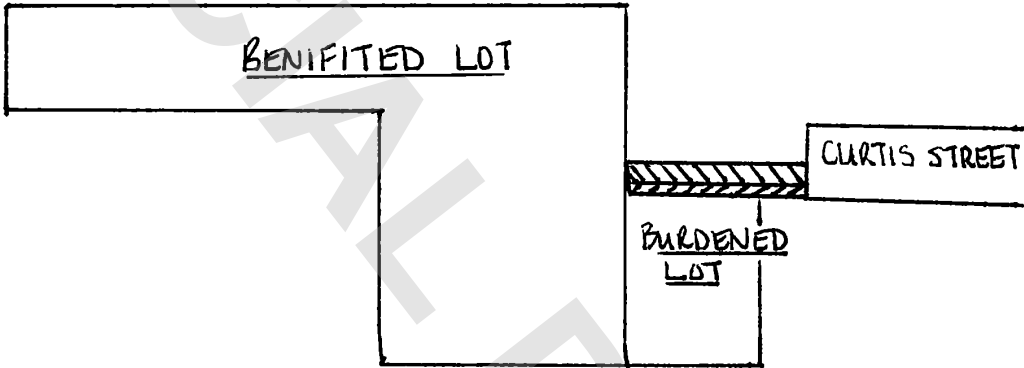
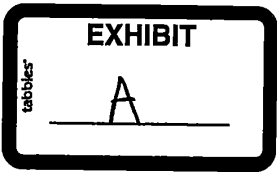
COUNTY OF PIMA )


On this 21 day of October, 2020, before me personally appeared Patricia Lowrance, Trustee of the Frances Irene Knight Living Trust, and acknowledged said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed is the corporate seal of said Trust.


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



*Angie Kaufman*  
 Printed Name: Angie Kaufman  
 Notary Public in and for the State of Arizona.  
 residing at 1902 West 1st St. #100  
 My Comm. #: 588285 Commission Expires: 8/24/24  
 My Comm. Exp: Aug. 24, 2024



 EASEMENT AREA

 TEMPORARY EASEMENT AREA

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