

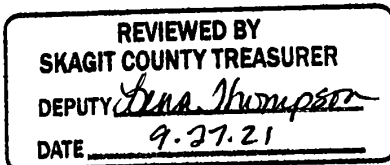


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09/27/2021 08:43 AM Pages: 1 of 9 Fees: \$211.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

TYLER P. & ELIZABETH D. JONES
400 N. 6TH ST.
MOUNT VERNON, WA 98273



DOCUMENT TITLE: SEWER SYSTEM EASEMENT AGREEMENT
GRANTORS: TYLER P. JONES and ELIZABETH D. JONES, a married couple
GRANTEES: JERRY KRETSCHMAN and ARLYCE KRETSCHMAN, a married couple
ASSESSOR'S TAX PARCEL NOS.: Grantor's Property: XrefID 3760-004-005-0019 (Parcel # P54435)
Grantee's Property: XrefID 3760-004-003-0003 (Parcel # P54433)

SEWER SYSTEM EASEMENT AGREEMENT

This SEWER SYSTEM EASEMENT AGREEMENT (the "Agreement") is made and entered into this 24 day of Sept, 2021, by and among TYLER P. JONES and ELIZABETH D. JONES, a married couple (collectively the "Grantor"), and JERRY KRETSCHMAN and ARLYCE KRETSCHMAN, a married couple (collectively the "Grantee").

RECITALS

- A. Grantor owns real property situated in Skagit County, Washington, hereinafter referred to as "Grantor's Property" and legally described as follows:

LEGAL DESCRIPTION: STORIE & CARPENTER TO MT VERNON LTS 4 & 5 BLK 4

- B. Grantee owns real property situated in Skagit County, Washington, hereinafter referred to as "Grantee's Property" and legally described as follows:

SEWER EASEMENT AGREEMENT

LEGAL DESCRIPTION:

LOT 3, BLOCK 4, STORIE & CARPENTER'S ADDITION TO THE CITY OF MT. VERNON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 58, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Grantor's Property includes a wastewater pipe that connects to the City of Mount Vernon main sewer system (the "Sewer System").

- C. The Sewer System provides grey water and sewer drainage flow from Grantor's Property and Grantee's Property via drainage pipes serving each respective property.
- D. The purpose of this Agreement is to establish the terms and conditions under which the Sewer System will be used, repaired, maintained, reconstructed, and accessed, and how the costs related to such actions shall be shared among the parties.
- E. These recitals are a material part of this Agreement and are incorporated therein as if set forth in the body of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SEWER SYSTEM. Grantor hereby grants, conveys, and reserves an easement for the right to use the wastewater sewer system thereby, for the benefit of Grantor's Property and Grantee's Property. In addition, Grantor hereby grants, conveys, and reserves a nonexclusive perpetual easement over, under, upon, and through Grantor's Property, for the purpose of use and maintenance of the Sewer System, together with a nonexclusive perpetual wastewater discharge easement servicing Grantee's Property. The easement area around the Sewer System granted hereby has site plans. Either Grantor or Grantee may, either together or at their sole cost, hire a licensed surveyor to specifically locate such easement and this Agreement may be supplemented and amended by a certificate prepared by a licensed surveyor and filed in the Skagit County Auditor's Office precisely describing the easement.

SCOPE OF THE EASEMENT. This Agreement shall be for the benefit of Grantor's Property and Grantee's Property and is for the purpose of allowing the owners of both Grantor's Property and Grantee's Property to operate, maintain, repair, and reconstruct the Sewer System, and to that end the parties shall have the right and privilege to construct, reconstruct, inspect, alter, improve, remove, or relocate the wastewater drainage system within the easement areas, which right shall include the right of ingress and egress over the easement areas for the purposes stated herein. Grantor shall not

SEWER EASEMENT AGREEMENT

construct any improvements that interfere with the free use and access to the Sewer System.

MAINTENANCE OF COMMON SYSTEMS. The Sewer System shall be maintained by the owners of Grantor's Property and Grantee's Property with the costs being shared equally. The Sewer System will be maintained in good condition in accordance with the standards applicable to sewer systems of this type which may be imposed by any governmental law, statute, regulation, or ordinance. Either Grantor or Grantee may call for work to be done on the Sewer System by giving thirty (30) days' written notice to the other party. If the other party does not object in writing within the 30-day period, the proposed work shall be deemed approved. Any objection to such work shall be resolved by the dispute resolution procedure in Section 15 of this Agreement; provided, however, that if emergency maintenance or repairs are required and mutual consent cannot be obtained, then the above notice process shall be waived and either owner may undertake such emergency repairs and seek reimbursement for half of the costs thereafter. Notwithstanding the foregoing, in the event that either party damages the Sewer System, the cost of repairing such damage shall be the sole responsibility of the party causing such damage.

MAINTENANCE OF GRANTEE'S WATERLINES. Grantee agrees to maintain, at its sole expense, the wastewater drainage piping line extending from the property of the Grantee to the property of the Grantor and the Sewer System that serves Grantee's Property, provided that in so doing Grantee shall:

- (i) obtain all federal, state, local, and municipal permits, licenses, and approvals necessary for the installation or maintenance of any wastewater lines serving Grantee's Property and any work to be performed on Grantor's Property attendant to such work;
- (ii) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto;
- (iii) minimize, to the extent practical, interference with the access to and the operation, occupation, and use of Grantor's Property;
- (iv) except in the event of an emergency or other circumstance where prior notice is not practical, prior to entering Grantor's Property for any purpose, provide forty-eight (48) hours' prior written notice to the owner(s) of Grantor's Property and a statement describing the anticipated impacts on operation, occupation and use of Grantor's Property and the anticipated commencement and completion dates for any work;
- (v) when any actual installation or maintenance work is undertaken on Grantor's Property, pursue the same diligently to completion in a safe and

workmanlike manner, keep the affected area free and clear of excessive debris on a daily basis, and erect barriers in and around all affected areas in order to ensure safety of persons and protection of property;

- (vi) during any period of work, maintain, and/or cause any agent, contractor, or other representative of the owner of Grantee's Property to maintain commercial general liability insurance in such amounts and types of coverage as are customary for similar work, such coverage to be on a per occurrence basis;
- (vii) promptly repair any damage caused to Grantor's Property and any buildings and improvements located thereon (including general clean-up and proper surface and/or subsurface restoration) as a result of Grantee's or its agents', contractors', or invitees' use of Grantor's Property pursuant to this Agreement; and
- (viii) keep Grantor's Property free and clear of all liens, charges, and other monetary encumbrances arising out of Grantee's or its agents', contractors', or invitees' use of Grantor's Property pursuant to this Agreement, and if Grantee fails to discharge such lien within 30 days, Grantor may do so and shall be entitled to collect the costs reasonably incurred to discharge such lien.

ASSESSMENTS. The respective costs of any maintenance, repair, construction, reconstruction, and/or operation may be assessed against the owners of the parcels served by the Sewer System either before or after the work is completed. Such assessment is effective upon notice to the owner of the respective property to be assessed or at such time as the work is completed, whichever should occur first. Such assessment shall constitute a personal obligation of the owner of any property benefited, as well as a lien on the property, as of the date due, and such lien may be foreclosed by the other owner of property subject to this Agreement in the same form and manner or procedure as foreclosure of a mechanic's lien under the laws of the State of Washington. Each party obligated to pay assessments herein agrees and recognizes that the expenses of title examination, costs of attorneys, court costs, and interest at the rate of eight percent (8%) per annum shall be included with the amount of any delinquent assessment in the judgment of foreclosure of such lien.

REGULATORY COMPLIANCE. The parties mutually covenant and agree to abide by and comply with all applicable statutes, regulations, ordinances, permits, and orders, whether federal, state, or local, governing the use, operation, maintenance, improvement, or ownership of the Septic System, including without limitation requirements governing wastewater discharge.

WATER SYSTEM USERS. No parcel owner shall cause, permit, or allow the connection, either directly to the Sewer System or to the plumbing or piping

transmission lines of either party or wastewater drainage from the Sewer System referred to herein, to any other person or property, without the express written consent of the other user, which consent if granted may be revoked at any time.

NO INTERFERENCE WITH USE OF SEWER SYSTEM. Neither party shall take any action or suffer any action to be taken that will cause damage to the Sewer System. Neither parcel owner shall take any action, or in any way interrupt wastewater discharge service to the other parcel owner.

PERPETUAL EASEMENT. Subject to the conditions herein, the parties, in consideration of the mutual covenants herein, agree and hereby grant and convey unto each other, their heirs and assigns, a non-exclusive Sewer System easement. The easement conferred herein shall be perpetual. The easement conferred herein shall be appurtenant to the Jones property and the Kretschman property and shall run therewith the land.

BINDING EFFECT. In all respects, the provisions of this Agreement shall be construed and interpreted as covenants which run with and are appurtenant 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.

NO WAIVER. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

SEVERABILITY. Invalidation of any of the provisions of this Agreement by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DISPUTE RESOLUTION. The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. In the event of a dispute, each party is required to immediately notify the other party, in writing, of each and every dispute or disagreement arising out of or related to this Agreement. Upon such written notification, the parties shall, as soon as practicable but in no event longer than five (5) days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all parties. If any such dispute is not resolved within fifteen (15) business days from notification of such dispute, the matter shall be transferred for resolution through binding non-appealable arbitration pursuant to Chapter 7.04A RCW. The party wishing to have the dispute referred to binding arbitration shall provide written notice to each and every party within two (2) business days following mediation described in subsection (a). Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, the presiding judge of the Skagit County Superior Court shall select the arbitrator at the first Civil Calendar available following the notice of referral of the matter to binding arbitration. The rules for Mandatory Arbitration for Skagit County shall control the

procedures for the arbitration. The arbitration shall be heard in Mount Vernon, Washington within ten (10) business days from the date the non-filing parties were provided notice of the arbitration. The decision of the arbitrator shall be binding and non-appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

ENTIRE AGREEMENT. This Agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Tyler P. Jones

Elizabeth D. Jones

GRANTEE:

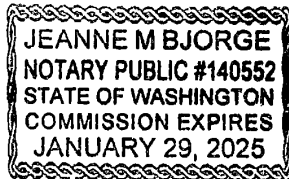
Jerry Kretschman

Arlyce Kretschman

STATE OF WASHINGTON } §
COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by TYLER P. JONES and ELIZABETH D. JONES.

{Stamp}



(Signature) NOTARY PUBLIC
Date: 9-25-2021
My commission expires: 1-29-2025

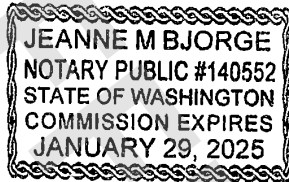
STATE OF WASHINGTON } §

SEWER EASEMENT AGREEMENT

COUNTY OF SKAGIT

This record was acknowledged before me on the date specified below by JERRY KRETSCHMAN and ARLYCE.

{Stamp}



Jeanne M BJORGE
(Signature) NOTARY PUBLIC
Date: 9-24-2021
My commission expires: 1-29-2025

SEWER EASEMENT AGREEMENT

WHEN RECORDED RETURN TO:
TYLER P. AND ELIZABETH D. JONES
400 N. 6TH STREET
MOUNT VERNON, WA 98273

DOCUMENT TITLE: PROMISSORY NOTE**GRANTORS:** Jerry Kretschman and Arlyce Kretschman, a married couple**GRANTEES:** Tyler P. Jones and Elizabeth D. Jones**ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:** P54433; XrefID 3760-004-003-0003**PROMISSORY NOTE****AMOUNT:** \$6,694.00**DATE:** 24 September, 2021

For value received, JERRY KRETSCHMAN and ARLYCE KRETSCHMAN, hereinafter the "Maker", promise to pay to TYLER P. JONES and ELIZABETH D. JONES, hereinafter the "Holder", or order at 400 N. 6th Street, Mount Vernon, WA 98273, or other such place as may be designated by the Holder from time to time, the principal sum of SIX-THOUSAND-SIX- HUNDRED-NINETH-FOUR-DOLLARS-AND-00/100 (\$6,694.00), upon the sale or transfer of the real estate located at 412 N. 6th Street, Mount Vernon, Washington 98273, legally described as follows:

LOT 3, BLOCK 4 STORIE & CARPENTER'S ADDITION TO THE CITY OF MT VERNON AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PSAGE 58, DECORDS OF SKAGIT COUNTY, WASHINGTON.

Maker shall carry during the duration of this Promissory Note insurance on the real estate secured by this document in an amount equal to or more than the amount of this Promissory Note. The Holder shall be named as an additional insured in said policy. Said insurance policy shall contain a 30-day notice of cancellation provision providing that notice shall be given to Holder 30 days in advance of any termination or material modification of coverage under such policy. A Certificate of Insurance containing the aforementioned shall be provided to Holder within 30 days of the effective date of this Promissory Note.

Maker shall keep current all property taxes due on the real estate at issue herein during the pendency of this Promissory Note.

DUE DATE - The entire unpaid balance of this Promissory Note together with any unpaid principal and unpaid interest due thereon shall be due and payable in full on the date of sale or transfer of the above-described real estate.

DEFAULT INTEREST - after maturity, or failure to make any payment, any unpaid principal shall accrue at the rate of twelve percent (12%) per annum or the maximum rate allowed by law at that time, whichever is less, during such period of Maker's default under this promissory Note.

ACCELERATION - If Maker fails to make any payment owed under this Promissory Note, or if Maker defaults under any other instrument securing repayment of this Promissory Note, and such default is not cured within thirty (30) days after written notice of such default, then Holder may, at his option, declare all outstanding sums owed on this Promissory Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under any other instruments securing repayment of this Promissory Note.

CURRENCY – All principal and interest payments shall be made in lawful money of the United States.

ATTORNEYS' FEES AND COSTS – Maker shall pay all costs incurred by Holder in collecting sums due under this Promissory Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Promissory Note or obtains a declaration of his or her rights hereunder, the prevailing party in any such proceeding shall be entitled to recover his or her attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

WAIVER OF PRESENTMENTS – Maker waives presentment for payment, notice of dishonor, protest, and notice of protest.

NON-WAIVER – No failure or delay by Holder in exercising Holder's rights under this Promissory Note shall be a waiver of such rights.

SEVERABILITY – If any clause or any portion of this Promissory Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity of enforceability of any other clause or portion of this Promissory Note, all of which shall remain in full force and effect.

INTEGRATION – There are no verbal or other agreements which modify or affect the terms of this Promissory Note. This Promissory Note may not be modified or amended except by written agreement signed by Maker and Holder.

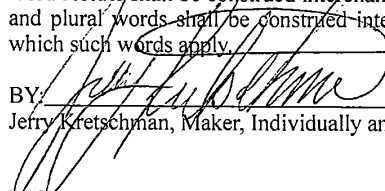
CONFLICTING TERMS – In the event of any conflict between the terms of this Promissory Note and any other instruments securing payment of this Promissory Note, the terms of this Promissory Note shall prevail.

EXECUTION – The Maker executes this Promissory Note as a principal and not as a surety.

RESIDENTIAL PROPERTY – Maker represents and warrants to Holder that the sums represented by this Promissory Note are being used for personal, family or household purposes and not for business, investment, or commercial purposes.

ORAL AGREEMENTS – ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

DEFINITIONS – The word Maker shall be construed interchangeably with the words Borrower or Payer. The word Holder shall be construed interchangeably with the words Lender or Payee. In this Promissory Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

BY: 
Jeff Kretschman, Maker, Individually and Personally

BY: 
Arlyce Kretschman, Maker, Individually and Personally

Maker's address for all notices given by Holder under this Promissory Note is:

412 N. 6th Street
Mount Vernon, WA 98273