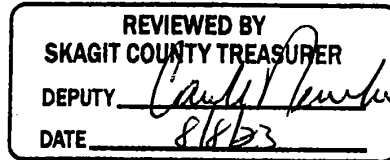




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08/08/2023 02:23 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

Filed for Record at Request of:
Law Offices of Gregory E. Thulin, PS
2200 Rimland Drive, Suite 115
Bellingham, WA 98226



Title of Document: Drainage Easement
Grantor: Commonwealth Holdings LLC
Grantee: Commonwealth Holdings LLC
Abbreviated legal: Parcels A, B & C, Burlington BLA-Plan 23-0110, AF #202307130084
Tax Parcel Nos: P71559

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made this 4th day of August, 2023, by Commonwealth Holdings LLC ("Commonwealth") for the purpose of securing perpetual drainage rights for three parcels of real property owned by Commonwealth.

RECITALS

A. Commonwealth is the owner of the following parcels of real property:

1. Real property located in the City of Burlington, Skagit County, Washington, legally described as follows:

Parcel A, City of Burlington BLA-Plan 23-0110, approved June 28, 2023, and recorded under Skagit County Auditor's File No. 202307130084, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Hereinafter referred to as "Parcel A".

2. Real property located in the City of Burlington, Skagit County, Washington, legally described as follows:

Parcel B, City of Burlington BLA-Plan 23-0110, approved June 28, 2023, and recorded under Skagit County Auditor's File No. 202307130084, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Hereinafter referred to as "Parcel B".

3. Real property located in the City of Burlington, Skagit County, Washington, legally described as follows:

Parcel C, City of Burlington BLA-Plan 23-0110, approved June 28, 2023, and recorded under Skagit County Auditor's File No. 202307130084, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Hereinafter referred to as "Parcel C".

C. Parcel A and Parcel B are contiguous with Parcel C laying south of Parcel B beyond an alley sixteen feet in width.

D. There exists a drainage line along the easterly portion of Parcel A and Parcel B, that benefits all three Parcels, but no formal easement exists.

E. Commonwealth wishes to make provisions formalizing an easement which provides access and drainage facilities over a portion of Parcel A and Parcel B for the benefit of all Parcels, as well as sets forth maintenance provisions relating to the drainage facilities.

NOW, THEREFORE, for and in consideration of the several matters described above, for the benefit of Commonwealth and the future Owners of Parcel A, Parcel B and Parcel C ["Parcel Owners" or "Parties"], Commonwealth grants and dedicates the following Covenant and associated easement rights:

1. **Grant of Easement.** In consideration of the mutual covenants and conditions herein, Commonwealth, as owner of Parcel A and Parcel B, does hereby grant a non-exclusive easement over, under and across a portion of Parcel A and Parcel B, the description and location of which is described in Paragraph 2 herein, for the purpose of drainage and associated drainage facilities, for the benefit of Parcel A, Parcel B and Parcel C.

2. **Description and Location of Easement.** The Easement granted herein is over the East ten feet (10') of Parcel A and Parcel B (as measured perpendicular to the east boundary line of each Parcel), as depicted on Exhibit "A" attached hereto and incorporated herein ("Easement Area").

3. **Maintenance.** The Parcel Owners shall work cooperatively to keep the drainage facilities in good repair. The cost to install, maintain, repair and improve the drainage facilities within the Easement Area shall be shared equally by the owners of Parcel A, Parcel B and Parcel C.

4. **Notice.** Prior to any Parcel Owner commencing repairs, maintenance or improvement to the drainage facilities, notice shall be provide to the owners of Parcel A, Parcel B and Parcel C, as applicable. The notice shall contain an estimated cost of the repair and/or improvement and a timeline for the repair/improvement to occur. Before the repair or improvement takes place and the cost shared equally, at least two (2) Parcel Owners shall consent to the repair and/or improvement and the cost. PROVIDED, however, that in the event of an emergency requiring immediate repairs, no advance notice and approval is necessary. Costs incurred in an emergency shall be shared equally between the Parcel Owners. In performing the ordinary, agreed upon repairs or improvements, the owners of Parcel A, Parcel B and Parcel C shall determine when the work shall occur and which of the owners shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided and subject to paragraphs 5 and 6 herein.

5. **Reimbursement.** The non-contracting Parties shall pay their share of the costs incurred by the Contracting Party within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the Party who has paid the contractor for such work. Any portion of a Party's share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater.

6. **Enforcement.** It is hereby agreed that should any Parcel Owner fail to pay their respective share of any costs to repair or maintain the drainage facilities, the remaining owner(s) may pay for the non-paying owner's share. In such event, the paying owner(s), shall have a lien against the non-paying owner's real property and improvements. The lien arising under this section may be enforced judicially by the paying owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying owner(s) or their authorized representative shall have the power to purchase the non-paying owner's real property and improvements at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The paying owner(s) may elect to take a deed in lieu of foreclosure in any such proceeding.

7. **Binding Effect.** This Easement and the terms contained herein shall be perpetual and shall be a covenant running with the land for the benefit of the Parcel A, Parcel B and Parcel C. This Easement shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

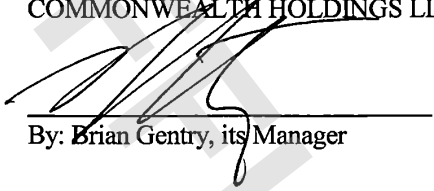
8. **Integration.** This Easement contains all of the agreements, representations, warranties, and understandings of the parties and all prior dealings of the parties are merged herein. This Easement may not be amended, changed or revised in any respect except in writing and signed by the party to be charged.

9. **Applicable Law.** This Easement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

10. **Consideration.** There is no monetary consideration to be paid by any party hereto to any other party.

IN WITNESS WHEREOF, Commonwealth has caused this Easement to be executed on the day, month, and year first above written.

COMMONWEALTH HOLDINGS LLC

By:  Brian Gentry, its Manager

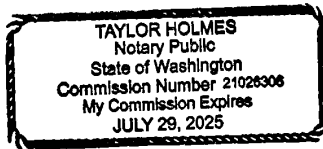
STATE OF WASHINGTON)

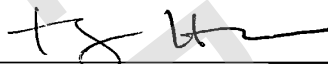
) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry 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 that he acknowledged it as the Manager of Commonwealth Holdings LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: August 4th, 2023.




Notary Public in and for the State of Washington

Print name: Taylor Holmes

My commission expires: July 29, 2025

EXHIBIT “A”
EASEMENT AREA

