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05/13/2024 10:51 AM Pages: 1 of 7 Fees: \$309.50

Skagit County Auditor, WA

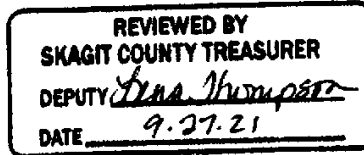


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09/27/2021 08:43 AM Pages: 1 of 9 Fees: \$211.50  
Skagit County Auditor

WHEN RECORDED RETURN TO:

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



REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 05/13/2024

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)

\*\* Rerecorded to remove the Promissory Note which is Paid in Full

### 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

#### SEWER EASEMENT AGREEMENT

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.** Invalidity 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

#### SEWER EASEMENT AGREEMENT

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:**

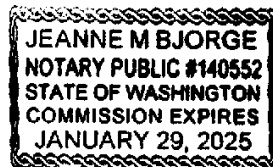
  
Jerry Kretschman

  
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

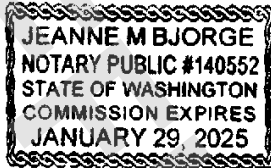
STATE OF }  
WASHINGTON } §

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

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