


When recorded return to:
Donna Reed
Chicago Title Company of Washington
425 Commercial St
Mount Vernon, WA 98273


201901310069
01/31/2019 02:50 PM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620037022

CHICAGO TITLE
620037022

DOCUMENT TITLE(S)

Shared Sewer Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Hayes, Shirley

Additional names on page _____ of document

GRANTEE(S)

Melville, **Rodger**

Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

Lot(s): 3 Block: 2 Everett's 2nd Add to Concrete

Complete legal description is on page 2 of document

TAX PARCEL NUMBER(S)

P70814 / 4061-002-003-0001

Additional Tax Accounts are on page _____ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Shared Sewer Maintenance Agreement

This Shared Sewer Maintenance Agreement dated this 11 day of Jan, 2019 by and between Shirley Hayes a single person, and Roger Melville who are collectively known as Owners constitutes an agreement for maintenance of a sewer line which has been discovered to be serving both of the below described adjacent properties.

The users/owners of the sewer line are Shirley Hayes, a single woman, who is the owner of :

Lot 3 Block 2 Everett's Second Addition to Concrete, in Volume 4 of Plats, Page 13 records of Skagit County Washington, and

Roger Melville the owner of:

Lot 4 Block 2 Everett's addition to Concrete according to the Plat recorded in Volume 4 of Plats, Page 13, Records of Skagit County Washington.

The property identifiers are respectively P70814 as to Hayes and P70815 as to Melville.

It is mutually agreed that Melville discovered a sewer backup ^{RFM} and believed that it was ~~caused by Hayes~~. Melville paid for the rebuild of the sewer line to remove a 90 degree elbow and to make the system flow more efficiently. This work was performed below the junction of the two separate lines serving the above described properties.

In consideration in the sum of \$ 3750.00 in hand paid by Hayes to Melville the parties agree henceforth to bind their separate adscribed estates respecting future maintenance of the adjacent properties' sewer systems.

The terms of the agreement are that in the event of a failure discovered by either party such party shall notify the adjacent property owner of the discovery of a problem with the sewer system. The property owner that has discovered the problem shall then pay to have repairs effectuated and an investigation completed by a licensed contractor to determine the location of the sewer system failure. In the event the failure is discovered to be downstream of the point where the two lines join the costs of the repair will be shared equally between the two adjacent

owners listed above. In the event the failure or maintenance problem is discovered to be above or upstream of the point where the two lines join then such repair costs shall be the responsibility of the property owner whose line has failed upstream of the junction. To the extent that either party shall have work performed on the property of the other, this agreement constitutes a temporary easement over the property of the other, as described herein, for the duration of such work.

The parties agree that a further purpose of this agreement is to fully and finally settle all past and future disputes regarding responsibility for maintenance and use of the sewer lines both upstream and downstream of the point where the line joins from each property, and downstream to the Town of Concrete Municipal Sewer service. Both parties mutually release and hold harmless the other party for any past claims regarding the sewer system on the adjacent properties described herein.

The parties further agree that all of the terms and conditions of this document shall be binding on the heirs, successors, subsequent owners or conveyees of their respective properties and the assigns of each of the respective property owners listed herein. This agreement shall be a covenant running with the land in future.

The parties further agree that any change or modification of this agreement shall be in writing only, and that there will be no verbal or other understandings binding upon either party in future.

The parties further agree that each has had an opportunity to have this document examined by their respective attorneys and that the agreement meets and satisfies the requirements of both parties and is necessary for the future maintenance of the shared sewer line.

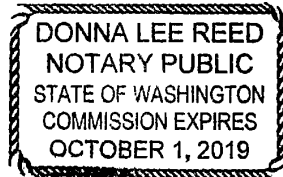
Shirley M. Hayes
Shirley Hayes
Owner of Lot 3 P#70814

Roger Melville
Roger Melville
Owner of Lot 4 P#70815

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me Shirley Hayes, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of January, 2019.



Donna Lee Reed
NOTARY PUBLIC for Washington
My Commission Expires: 10/1/2019

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

Rodger

On this day personally appeared before me ~~Roger~~ *Rodger* Melville, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of Jan, 2019.



[Signature]
NOTARY PUBLIC for Washington.
My Commission Expires: 6/19/21

UNOFFICIAL DOCUMENT