

Return Address:

Mark Flynn
Osborne Construction
9840 Willows Rd NE, Suite 100
Redmond, WA 98052

DECLARATION OF JOINT USE SIDE SEWER MAINTENANCE AGREEMENT

Reference Number(s) of related document(s):

Grantor: CRE Chehalis Development LLC

Grantee: CRE Chehalis Development LLC

Legal Descriptions (abbreviated): Parcel A and B of LBA 3033003 REC #20211103900007

Full legals on Exhibit A

Assessor's Tax Parcel ID Numbers: 3325049010; 3325049057

DECLARATION OF JOINT USE SIDE SEWER MAINTENANCE AGREEMENT (SMC 21.16.250C)

THIS **DECLARATION OF JOINT USE SIDE SEWER MAINTENANCE AGREEMENT** ("Agreement"), made this ____ day of _____, 2023 is by CRE Chehalis Development LLC, a Washington limited liability company ("Declarant"). Declarant owns real property commonly known as 1726 and 1730 19th Ave, Seattle, WA 98122 and legally described on **Exhibit A** attached hereto ("Parcel A" and "Parcel B", and collectively, "CRE Property").

In consideration of the City's issuance of a permit to connect more than one structure to one side sewer and in consideration of the mutual agreements made in this Agreement, it is hereby agreed and declared by the Declarant that:

1. There exists a reciprocal side sewer easement for side sewer (sanitary sewer and stormwater line(s) and related facilities constructed or to be constructed as set forth in the easement

document attached as Exhibit B, (“Easement”) for the joint use of Declarant and future owners of Parcel A and Parcel B.

2. Declarant, agrees to comply with the requirements of the Side Sewer Permit.

3. The cost of construction of said side sewer (and related sanitary sewer and stormwater lines and facilities) shall be borne by Declarant.

4. The cost of maintenance, repairs, or reconstruction of that portion of the side sewer line used in common shall be borne in equal shares between the owners of Parcel A and Parcel B..

5. Declarant intends and agrees on behalf of Declarant and on behalf of Declarant’s heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants.

6. **No Merger.** Notwithstanding any present or future common ownership of Parcel A and Parcel B, the agreements herein shall be effective and shall continue to be effective and shall not be deemed to merge with fee title.

Signature on following page.

DECLARANT:

CRE Chehalis Development LLC,
a Washington limited liability company

By _____
George R. Osborne, Jr.
Its: Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on _____, 2023 by George R. Osborne, Jr.
as Manager of CRE Chehalis Development LLC.

Notarial Stamp/Seal

Name: _____
 NOTARY PUBLIC, State of Washington
 My appointment expires _____

Exhibit A
Legal Description of CRE Property

Parcel A:

PARCEL A, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3033003-LU, RECORDED IN VOLUME 457 OF SURVEYS ON PAGE 41, RECORDS OF KING COUNTY WASHINGTON.

Parcel B:

PARCEL B, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3033003-LU, RECORDED IN VOLUME 457 OF SURVEYS ON PAGE 41, RECORDS OF KING COUNTY WASHINGTON.

**Exhibit A
Easement**

[Attach copy of Side Sewer Easement Agreement]