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REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 06/12/2026

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein):	
Private Sanitary Sewer Easement Reservation	
Reference Number(s) of Document(s) Assigned or Released:	
N/A	
Grantor(s):	
1. JSTS Anacortes, LLC	
2.	
3.	
Grantee(s):	
1. JSTS Anacortes, LLC	
2.	
3.	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range):	
Lots 1 through 6, Block 110, Map of the City of Anacortes (Vol. 2 of Plats, page 4)	
Additional legal is on page <u>2</u> of document.	
Assessor's Property Tax Parcel/Account Number(s):	☐ Not yet assigned
P55691	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

PRIVATE SANITARY SEWER EASEMENT RESERVATION

This Private Sanitary Sewer Easement Reservation is hereby made by JSTS Anacortes, LLC, a Washington liability company ("JSTS"), for the uses and purposes and under the terms and conditions set forth herein.

WHEREAS, JSTS is the legal owner of that certain real property located at 1405/1407 6th St, Anacortes, Skagit County, Washington, commonly known as Tax Parcel No. P55691, legally described as follows (the "Property"):

Fractional Lots 1 through 6, inclusive, Block 110, "Map of the City of Anacortes, Skagit County, Washington" as per plat recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Also, that portion of that certain strip of land which is shown and designated on the said "Map of the City of Anacortes, Skagit County, Washington," as "Reserved a right-of-way for the Seattle and Northern Railroad Company," lying within the boundaries of a tract deed to E. Demopoulos by deed dated and recorded August 13, 1941, under Auditor's File No. 342997 in Volume 183 of Deeds, page 104, and described therein as follows:

"Abandoned Great Northern Right-of-Way through Block 110."

Situate in Anacortes, Skagit County, Washington.

AND WHEREAS, JSTS intends to record that certain City of Anacortes Boundary Line Adjustment No. BLA-2026-0002 for the Property (upon approval by the City), with future lot boundaries to be configured as shown on Exhibit A attached hereto and by this reference made a part hereof ("Future Lot A" and "Future Lot B", respectively);

AND WHEREAS, JSTS intends to develop, subdivide, and/or sell Future Lot A and/or Future Lot B, and desires to establish certain legal rights for Future Lot B to utilize a portion of Future Lot A for sanitary sewer utilities to serve Future Lot B;

AND WHEREAS, JSTS therefore desires to establish an easement for sanitary sewer purposes on a portion of Future Lot A;

NOW, THEREFORE, JSTS does by these presents reserve forever unto the owner of Future Lot B a perpetual non-exclusive sanitary sewer easement over, through, across, and upon a portion of Future Lot A, said portion being legally described as follows and as graphically depicted on the attached Exhibit A (the "Easement Area"):

That portion of Future Lot A of future City of Anacortes Boundary Line Adjustment No. BLA-2026-0002 (as depicted on Exhibit A attached hereto and by this reference made a part hereof) being more particularly described as follows:

COMMENCING at the Southeast corner of said Future Lot A;

THENCE North 89°23'16" West, for a distance of 16.58 feet to the TRUE POINT OF BEGINNING;

THENCE North 17°20'01" West, for a distance of 34.48 feet;

THENCE North 77°27'10" West, for a distance of 64.13 feet;

THENCE South 00°37'12" West, for a distance of 5.11 feet;

THENCE South 77°27'10" East, for a distance of 60.18 feet;

THENCE South 17°20'01" East, for a distance of 29.97 feet;

THENCE South 89°23'16" East, for a distance of 5.26 feet to the TRUE POINT OF BEGINNING;

Situate in Anacortes, Skagit County, Washington.

TOGETHER WITH the right for the owner of Future Lot B and the sewer utility purveyor, without prior institution of suit or proceeding at law, from time to time as may be necessary or convenient, to enter upon, over, and along the Easement Area and such additional portions of Future Lot A as may be reasonably necessary for access to construct, inspect, maintain, repair, modify, replace, and/or remove the sewer utilities within the Easement Area.

The easement shall be for the purposes of installing, laying, constructing, inspecting, maintaining, repairing, modifying, replacing, using, operating, and removing sewer lines to serve Future Lot B, together with all facilities, connectors, and appurtenances related thereto (collectively the "Sewer Lines") within the Easement Area, including the right of ingress and egress for said purposes.

After accessing the Easement Area or Future Lot A for the purposes stated herein, the owner of Future Lot B shall restore the surface of the Easement Area and any additional portions of Future Lot A utilized for access to a condition reasonably equivalent to their condition prior to entry. The owner of Future Lot B shall exercise its best effort not to damage any private improvements within the Easement Area and Future Lot A, but if damage occurs, shall repair and/or replace said improvements at the owner of Future Lot B's sole expense.

All costs associated with construction, inspection, maintenance, repair, modification, replacement, use, operation, and/or removal of the Sewer Lines within the Easement Area shall be at the sole expense of the owner of Future Lot B.

If, as part of any future development of Future Lot A, the City of Anacortes permits Future Lot A to connect to the existing sewer line within the Easement Area serving Future Lot B, then: (1) any such connection shall be at the sole expense of the owner of Future Lot A; (2) after such connection, all costs associated with inspection, maintenance, repair, modification, replacement, use, operation, and/or removal of the Sewer Lines within the Easement Area shall be equally shared between the owners of Future Lot A and Future Lot B, except that neither owner shall be responsible for any portion of the Sewer Lines located upstream of that owner's point of connection.

The owner of Future Lot A shall have use of the surface of the Easement Area, including pavement, sidewalk, and landscaping, as long as such use does not interfere with the Sewer Lines. The owner of Future Lot A shall not, without prior written approval from the owner of Future Lot B, undertake, authorize, permit, or consent to any construction or excavation, including, without limitation, digging, tunneling, or other forms of construction activity within or near the Easement Area that might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines. The owner of Future Lot A shall not cause or allow any structure or obstruction to be constructed within the Easement Area that would interfere with the functioning of the Sewer Lines.

This Private Sanitary Sewer Easement Reservation and the covenants, terms, and conditions contained herein are intended to and shall run with the Property, including any future subdivision of lots, parcels, units, and/or unit lots thereon, and shall be binding upon JSTS and its successors and assigns. The Property shall be held, used, leased, sold, and/or conveyed subject to the terms of this Private Sanitary Sewer Easement Reservation.

In any suit or other proceeding brought by any party to this Private Sanitary Sewer Easement Reservation, arising out of, or pertaining to this Private Sanitary Sewer Easement Reservation, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and all costs and expenses from the substantially non-prevailing party, in addition to any other relief.

It is intended that the rights and obligations created by this Private Sanitary Sewer Easement Reservation shall not be affected by merger of title and shall therefore automatically terminate or be extinguished solely by reason of existing or future common ownership of Future Lot A and Future Lot B.

GRANTOR
JSTS Anacortes, LLC

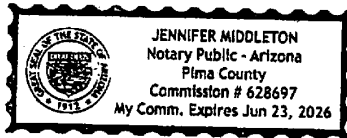
[Signature] 6-9-26
Signature Date

By THOMAS H. SHARP
Printed Name

Its OWNER/MEMBER
Title

STATE OF ARIZONA)
COUNTY OF Pima) ss.

On this 9 day of JUNE, 2026, I certify that I know or have satisfactory evidence that Thomas H Sharp is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the member of JSTS Anacortes, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public in and for the State of Arizona

Jennifer Middleton
Printed Name

Residing at: Tucson, AZ

Appointment Expires: 06/23/2026

