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This declaration is being re-recorded to add easements "V", "W", and "X" to the original document and to correct easement "U" of the ~~8902210090~~ original document. All other easements in the original document shall remain as is, with the exception of easement "U" which shall be corrected and superceded by easement "U" herein. **8910230016**
DECLARATION OF EASEMENTS, COVENANTS AND ROAD MAINTENANCE AGREEMENT

This Declaration made this 17th day of February, 1989, by NORETEP, a Washington General Partnership, consisting of PETER J. POESCHEL and RONALD SCHULTZ, whose address is 19203 Highway 99, Arlington, WA 98223, hereinafter referred to "Declarant" and/or "Developer";

WITNESSETH:

THAT WHEREAS, the aforementioned Declarant is owner of that certain real property described on attachment noted as Exhibit "A";

THAT WHEREAS, the aforementioned Declarant has sold certain tracts adjoining said property as follows:

1. To Susan Shofstall by Statutory Warranty Deed recorded under Auditor's File No. 8809290083, that certain tract known as Tract 11 of "NORETEP 20 ACRE TRACTS";
2. To David B. Phillips by Statutory Warranty Deed recorded under Auditor's File No. 8811150061, that certain tract known as Tract 12 of said "NORETEP 20 ACRE TRACTS";
3. To Richard C. Klemz and P. Ann Klemz, husband and wife, by Statutory Warranty Deed recorded under Auditor's File No. 8901050057, that certain tract known as Tract 50 of said "NORETEP 20 ACRE TRACTS";
4. To Barthe DeClements by Statutory Warranty Deed recorded under Auditor's File No. 8901120053, those certain tracts known as Tracts 47 and 48 of "NORETEP 20 ACRE TRACTS";

THAT WHEREAS, the property described on Exhibit "A" and the parcels sold by the Declarant combined are hereinafter referred to as "subject property";

THAT WHEREAS, the Developer has conveyed to and reserved certain easements of ingress, egress and utilities within said above referred to deeds.

THAT WHEREAS, the Developer desires to set forth the rights, restrictions, easements and covenants that pertain to the subject property as to the existing road systems herein described or to be hereafter constructed, which shall serve said subject property known as "NORETEP 20 ACRE TRACTS".

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ACCOMMODATION RECORDING ONLY

M-3694 (26305)

THAT WHEREAS, Developer may hereafter specifically and exclusively convey to third parties owning property outside the boundaries of the subject property, the right to use said road system herein described or described in said aforementioned deeds.

GRANT OF EASEMENT.

1. Declarant does hereby make, grant and convey and reserve unto itself a utility and roadway easement over and across and under those certain strips being 30 or 60 feet in width and described upon the attached exhibits designated as Easements "A" thru "U", inclusive;
2. Said easement shall be for ingress, egress, road right of way purposes, together with utility easement or telephone line and storm sewer as the case may be;
3. Said easements shall be for the exclusive benefit for the subject property and future owners may not convey or allow other owners of adjoining properties to utilize said easement as access or for utilities, without the specific grant of the Developer, whose rights are reserved and further set forth below;

RESERVATION BY DEVELOPER.

1. The Developer may, in the future, acquire additional property in the vicinity of the subject property and in that connection may desire to use the easement herein dedicated. The Developer reserves to itself, its successors and assigns the exclusive right to utilize said road and utility system, in connection with its acquisition of adjacent property or rights in said adjacent property for whatever purpose.
2. In alternative to Reservation #1 above, the Developer may wish to convey to other parties the right to use said road and utility system to third parties, in connection with their utilization of their respective properties. The Developer similarly reserves such rights to grant to said third parties, the right of ingress, egress and utilities as herein dedicated.
3. Any utilization of said dedicated easement by other parties or the developer, in connection with property other than the "subject property", upon a permanent basis, shall require such other users to be subject to the maintenance provisions of this Declaration;
4. Any utilization of said easement on a temporary basis shall require such user(s) to repair any damage sustained by such use and to restore the road to its original state or condition upon completion of their activity;

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5. The Developer, his successors and assigns, shall exercise this reservation with the intent to preserve said road system and not to cause obstruction of access to other owners having the right to utilize said system;

CONDITION OF ROAD SYSTEM & INTENDNED IMPROVEMENTS BY DEVELOPER.

The roads described on the attached easement exhibits are for the most part installed or constructed. Those which are not installed or not passible will, prior to sale of the specific lots served thereby or in connection with the negotiation of the sale of said lots, be improved or a schedule agreed to for such improvement. It is not the intent of the Developer to upgrade said system or parts thereof beyond the general condition of the road system which now exists.

ROAD MAINTENANCE AGREEMENT FOR #1 ABOVE.

The Declarant hereby establishes and provides that the subject property shall be subject to this road maintenance agreement, and all subsequent owners, successors or assigns, shall take said road property or portion thereof, subject to this road maintenance agreement. The subsequent owners, assigns or successors in interest, in any portion of the above referred subject property and any other property which Developer shall grant the right to use said easement dedicated herein, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road rights of way over and across the easements described herein. The proportionate share of said property owners shall be established by dividing the number of property owners purchasing or holding title to any portion of the above referred to real property into the cost of annual maintenance or repair, budget which shall be established by a maintenance corporation known as "Noretap Maintenance Corporation" to be hereafter established by the Developer with applicable by-laws, which shall be operated in a similar manner to other developments similarly developed or established.

A majority of the property owners of said subject property shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be recommended by the board of trustees or directors of said corporation. It is understood that the maintenance and repair of said roads is for the benefit of all property owners and the property of any such owner failing to pay his proportionate share as provided herein shall be subject to a lien and assessment for the proportionate share of such cost; and the main corporation shall be empowered to lien against said property of the owner failing to pay its share of the main costs which may be foreclosed in the manner provided for foreclosure of mechanics liens.

The Declarant/Developer shall be excluded from payment of yearly fees, eventhough he/they may retain one or more lots in the subdivision.

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COVENANTS.

The easements and agreements contained herein shall be binding upon the parties herein and their successors and assigns, and shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the parties have affixed their signatures herein the day and year hereinabove written.

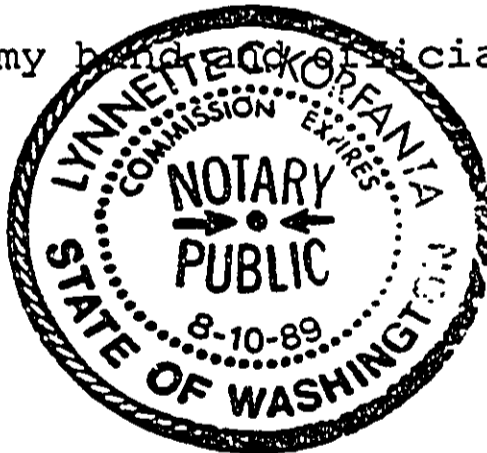
NORETEP
By: *Peter J. Poeschel*
Peter J. Poeschel

By: *Ronald Schultz*
Ronald Schultz

STATE OF WASHINGTON)
COUNTY of Ingham) ss.

On this day personally appeared before me Peter J. Poeschel and Ronald Schultz, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of February, 1989.



Lynnette Koranta
Notary Public in and for
the State of Washington
residing at Arlington
My Commission Expires 8-10-89

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EXHIBIT "A"

The South 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 35 North, Range 5 East W.M..

The Southeast 1/4 of the Southeast 1/4 of Section 2, Township 35 North, Range 5 East W.M..

The Northeast 1/4; the South 1/2 of the Northwest 1/4; the South 1/2 of the Southwest 1/4, EXCEPT that portion lying Westerly of the centerline of Wiseman Creek; the Southeast 1/4, EXCEPT the West 1/2 of the Northwest 1/4 of the Southeast 1/4; all in Section 11, Township 35 North, Range 5 East W.M., EXCEPT therefrom Bacus County Road and State Highway SR-20.

That portion of Section 14, Township 35 North, Range 5 East W.M., lying Northerly of State Highway SR-20, EXCEPT Bacus County Road.

That portion of Section 13, Township 35 North, Range 5 East W.M., lying Northerly of State Highway SR-20.

The Northeast 1/4; the Northwest 1/4; the Southwest 1/4, EXCEPT that portion of the East 1/2 of the Southwest 1/4 lying Southerly of the Bacus County Road; the Southeast 1/4, EXCEPT that portion lying Southwesterly of the creek and ALSO EXCEPT the West 1/2 of the Southeast 1/4 of the Southeast 1/4, ALSO EXCEPT that portion described as follows:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 12, Township 35 North, Range 5 East W.M., EXCEPT that portion lying Southwesterly of the creek, TOGETHER WITH the South 41 feet of the West 400 feet of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 12, ALSO TOGETHER WITH the East 150 feet of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 12, lying Northerly of the creek.

All situate in the County of Skagit, State of Washington.

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Leonard and Boudinot
INCORPORATED
PROFESSIONAL ENGINEERS and LAND SURVEYORS

JOHN E. LEONARD, JR., P.E. & L.S.
ROBERT C. BOUDINOT, JR., P.E.

Legal Description for NORETEP
October 9, 1989

Job No. 88104

EASEMENT "U"

A non-exclusive easement lying in the Southeast Quarter of Section 11, Township 35 North, Range 5 East, W.M., being more particularly described as follows:

The West 60.00 feet of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 11, lying North of the 60.0 foot county road known as Bacus Road.

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Legal Description for NORETEP
October 9, 1989

Job No. 88104

EASEMENT "V"

A non-exclusive easement lying in the Northeast Quarter of Section 13, Township 35 North, Range 5 East, W.M., being more particularly described as follows:

The North 60.00 feet of the West 60.00 feet of the Northeast Quarter of said Section 13.

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Legal Description for NORETEP
October 9, 1989

Job No. 88104

EASEMENT "W"

A non-exclusive Easement lying in the Southwest Quarter of Section 1, and the Northwest Quarter of Section 12, Township 35 North, Range 5 East, W.M., being more particularly described as follows:

The West 60.00 feet of the South 100.00 feet of the West Half of the Southeast Quarter of the Southwest Quarter of said Section 1.

TOGETHER WITH the North 60.00 feet of the West 60.00 feet of the West Half of the Northeast Quarter of the Northwest Quarter of said Section 12.

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Legal Description for NORETEP

Job No. 88104

Easement "X"

A non-exclusive Easement lying in Sections 11 and 14, Township 35 North, Range 5 East, W.M., being of various widths, lying on each side of the following described centerline:

Commencing at the Southeast corner of said Section 11; thence North $0^{\circ}58'37''$ West, 30.05 feet along the East line of said Section 11, said point being the TRUE POINT OF BEGINNING; thence North $87^{\circ}33'13''$ West being parallel with the South line of said Section, with a width of 30.0 feet on the Northerly side and a width of 30.0 feet on the Southerly side a distance of 186.20 feet; thence North $80^{\circ}34'19''$ West with a width of 30.0 feet on the Northerly side and a width of 60.0 feet on the Southerly side a distance of 21.02 feet; thence North $36^{\circ}26'35''$ West continuing widths 71.22 feet; thence North $68^{\circ}12'15''$ West continuing widths 65.37 feet; thence South $82^{\circ}09'44''$ West with a width of 30.0 feet on the Northerly side and a width of 30.0 feet on the Southerly side a distance of 45.66 feet; thence South $75^{\circ}13'08''$ West continuing widths 48.45 feet; thence South $64^{\circ}26'50''$ West continuing widths 51.78 feet; thence South $47^{\circ}33'56''$ West continuing widths 64.92 feet; thence North $65^{\circ}01'16''$ West continuing widths 9.34 feet to the West line of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 11, and the terminus of said centerline.

TOGETHER WITH the North 30.0 feet of the East 370.0 feet of the Northeast Quarter of Section 14, Township 35 North, Range 5 East, W.M.

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