

Island Title Company  
P. O. BOX 1228  
ANACORTES, WA. 98221

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JUL 15 1996

KATHY HILL  
SKAGIT COUNTY AUDITOR

SA-15680

9607150132

Amount Paid \$ 0  
By Skagit Co. Treasurer Deputy

96 JUL 15 P353

DECLARATION OF EASEMENTS, PROTECTIVE COVENANTS,  
AND ROAD AND WELL MAINTENANCE PROVISIONS REQUEST OF

CHARLES I. STAVIG, a single man (hereinafter "Declarant"), as the owner of six (6) parcels of real property located in Skagit County, Washington and legally described on Exhibit A which is attached hereto and incorporated by reference herein (hereinafter the "Property") desires to establish for the property certain easement rights, protective covenants, and provisions for the maintenance of a road and community well; and

Now therefore, in consideration of the benefits to be derived from the establishment of the easements, agreements, and covenants Declarant hereby declares, grants, and conveys as follows:

ROAD

1. Declarant grants, conveys, and quit claims unto the owners of the six (6) parcels of property any rights Declarant may have in non-exclusive easements for ingress, egress, and utilities and purposes incidental thereto over, under and across that certain roadway known as "Taggerts Quarry Road" from Highway 20 the boundary line of the property described on Exhibit A.

2. Declarant grants, conveys, and quit claims unto the owners of the six (6) parcels of property non-exclusive easement rights for ingress, egress and utilities and purposes incidental thereto over, under and across the roadway depicted on the face of a survey filed with the Skagit County Auditor's Office on the 15 day of July, 1996 under Skagit County Auditor's File No. 9607150009.

3. Declarant grants, conveys, and quit claims unto the owner(s) of parcel 3 a non-exclusive easement for ingress, egress and utilities and purposes incidental thereto over, under, and across parcels 2 and 5 for purposes of access to the southern boundary of parcel 3.

4. That the owners of each parcel shall each be responsible for one-sixth (1/6) of the expenses connected with the maintenance, repair and/or replacement of the roads referred to above. If, and when, the owners of adjacent property enter into an agreement, or agreements, to contribute to the cost of the maintenance of the road from Highway 20 to the boundary of their property, the costs related to that portion of the road shall be paid in common with the owners of the property.

5. If any owner, or owners, should by their use of the road cause the same to be subjected to other than reasonable wear and tear and the road is damaged by such use, the owner(s) causing said damage shall have the obligation to repair said damages at their own expense upon demand by one or more of the other prop-

DECLARATION OF EASEMENT, MAINTENANCE  
PROVISIONS, PROTECTIVE COVENANTS - 1

9607150132 BK 1567 PG 0080

LAW OFFICE OF  
JAMES E. ANDERSON, P.S.  
1101 8TH STREET, SUITE D  
P. O. BOX 787  
ANACORTES, WASHINGTON 98221  
TELEPHONE (360) 293-3177  
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erty owners affected thereby, and to restore the road to the condition existing prior to the use causing said damage.

6. That prior to the incurring of expenses for the maintenance, repair and/or replacement of the road and/or well referred to below, at least thirty (30) days written notice to all owners of the property shall be required and no expense shall be incurred unless the owners of at least four (4) parcels agree to the expenditure. This notice requirement shall not be required in the event of an emergency and in that event, the property owner or owners incurring said expense shall give immediate notice to the other owners of said expenditure. The parcel owner(s) paying for the work may then seek reimbursement from the other property owners for their respective share. The amount of said reimbursement shall bear interest at the highest legal rate of interest commencing thirty (30) days from the date notice is given until paid.

#### COMMUNITY WELL

7. Declarant has established a community water well on parcel 1 of the property for the purposes of supplying water for domestic purposes to the six (6) parcels which comprise the property and Declarant grants, quit claims, and conveys an easement from the well to the road referred to in paragraph 2 above for the purpose of a water pipeline for purposes of maintenance, repair, and replacement of such waterline as shall be necessary.

8. The owners of the property shall maintain the community water system in accordance with all applicable laws, rules, and regulations as established by Skagit County and the State of Washington.

9. The owners of each parcel shall each be responsible for one-sixth (1/6) of the expenses connected with the supplying of electrical power to the well, its maintenance, repair and/or replacement in the same manner as provided in paragraph 6 above. All expenses incurred for the construction, maintenance, repair and replacement of water pipelines to the parcels shall be the responsibility of the owners of the parcels being served by said water pipelines.

#### CONDITIONS

10. The owner of each parcel of property shall have one vote for each parcel of property owned with regard to expenses to be incurred for the roads and community well. In the event the owners of two parcels of the property elect to combine their parcels into one parcel, the payment of expenses associated with both road and water well maintenance would then be prorated on a one-fifth (1/5) basis and the two votes associated with said parcels would then become one vote.

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2 11. In the event of a dispute, the non-prevailing party shall  
3 pay the prevailing parties' reasonable attorneys fees and costs,  
including those on appeal if applicable.

4 12. Any property owner shall have the right to enforce by  
5 proceedings at law, or in equity, any provision of this Declara-  
6 tion and the venue of any action shall be in Skagit County, Wash-  
7 ington. The failure to enforce these covenants at any one time  
8 shall not be deemed a waiver of the right to do so thereafter.

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DATE: July 15, 96

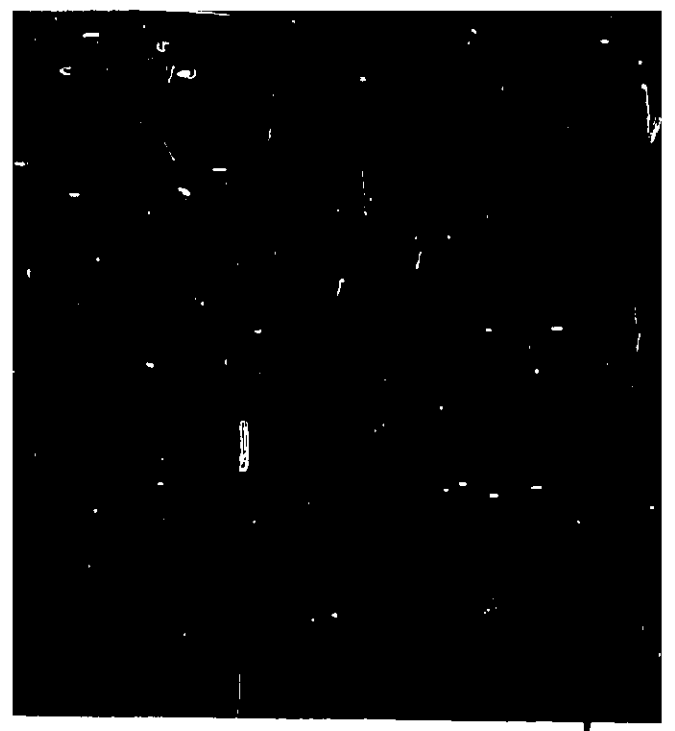
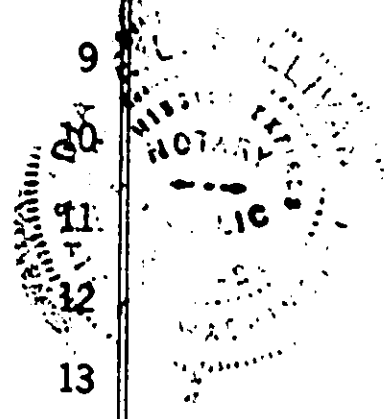
Charles I. Stavig  
CHARLES I. STAVIG

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that CHARLES I. STAVIG signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7-15-96 Diane L. Sullivan  
Notary Public in and for the State of  
Washington, residing at Anacortes  
My appointment expires: 3-2-98  
Diane L. Sullivan  
(Printed Name)



**"EXHIBIT A"**

**LEGAL DESCRIPTIONS**

**PARCEL 1**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL: THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., EXCEPT THE SOUTH 70.00 FEET THEREOF.

**PARCEL 2**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

**PARCEL 4**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., AND TOGETHER WITH THE SOUTH 70.00 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13.

**PARCEL 5**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 LYING WESTERLY OF THE CENTERLINE OF AN EXISTING GRAVEL ROADWAY BEING THAT ROADWAY AS SET FORTH IN AN EASEMENT TO CARL AND TERESA RODGERS BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 610687, RECORDS OF SNAKE COUNTY, AND EXCEPT FROM THE ABOVE-DESCRIBED PARCELS THAT PORTION DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH  $1^{\circ}39'30''$  EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, A DISTANCE OF 660.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}09'09''$  WEST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 332.67 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE SOUTH  $2^{\circ}07'49''$  WEST A DISTANCE OF 30.00 FEET;

**PARCEL 6**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13 LYING WESTERLY OF THE CENTERLINE OF AN EXISTING GRAVEL ROADWAY BEING THAT ROADWAY AS SET FORTH IN AN EASEMENT TO CARL AND TERESA RODGERS BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 610687, RECORDS OF SNAKE COUNTY.