



199909150096

Kathy Hill, Skagit County Auditor

9/15/1999 Page 1 of 7 1:36:31PM

AFTER RECORDING MAIL TO:

Name FATCD

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City / State BURL

Document Title(s): (or transactions contained therein)

1. DECLARATION OF EASEMENTS
2. & ROAD MAINTENANCE AGREEMENT
- 3.
- 4.



First American Title Insurance Company

FIRST AMERICAN TITLE CO.
B60229E-1

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. COONC, LOIS
- 2.
- 3.
- 4.

5. Additional names on page _____ of document

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 15 1999

Grantee(s): (Last name first, then first name and initials)

1. PROPERTY OWNERS
- 2.
- 3.
- 4.

5. Additional names on page _____ of document

Amount Paid \$
Skagit County Treasurer
By:  Deputy

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOTS 1-3 SHORT PLAT 7-87
4-33-3 S²NW

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

330304-2-002-0305
330304-2-002-0107
330304-2-002-0206

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DECLARATION OF EASEMENTS AND ROAD
MAINTENANCE AGREEMENT

This DECLARATION OF EASEMENTS AND ROAD MAINTENANCE AGREEMENT
is made this 10th day of Sept, 1999 by LOIS COONC.

WITNESSETH:

Recitals:

- a) That LOIS COONC is the owner of that certain real property within the Short Plat 7-87 and Short Plat 97-0028. Exhibit "A" attached includes a legal description of said property.
- b) That LOIS COONC desires to set forth the rights, restrictions, easements that pertain to the property described in Exhibit "A" is hereby subject to the rights, restrictions, easements contained herein.

1. Grant of Easement

LOIS COONC does hereby make, grant, convey and reserve unto itself a non-exclusive utility and roadway easement over, across, under and above that sixty (60) foot parcel of property described and shown in Exhibit "B" attached hereto and by this reference incorporated herein. The easement shall be for construction, maintenance and operation of roads and utilities. Access and utility easements shall be for the non-exclusive use and benefit of the property.

2. Road Maintenance Agreement

LOIS COONC hereby establishes and provides that all of the property set forth and described in Exhibit "A" shall be subject to this road maintenance agreement. All subsequent owners, successors or assigns shall take such real property or portion thereof subject to this road maintenance agreement. LOIS COONC and each of the subsequent owners assigns or successors in interest in any portion of the above referred to real property or adjacent properties deriving benefit from the easement shall proportionately share in the cost and expense of maintaining and repairing in good condition the road over and across the easements described herein, further, they will not object to a future dedication of this road and right-of-way to the public or to improvements required for approval of land use permits. The proportionate share of each property owner shall be as follows: Lot 1, Short Plat 7-87, one sixth; Lot 2, Short Plat 7-87, one sixth; Lot 1, Short Plat 97-0028, one sixth; Lot 2, Short Plat 97-0028, one sixth; Lot 3, Short Plat 97-0028, one sixth; Lot 4, Short Plat 97-0028, one sixth;

A majority of the property owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required, and a majority of said property owners shall determine the extent of said repairs and maintenance to be accomplished. Any desired improvements that exceed County standards shall be voluntary. It is understood that the maintenance and repair of said roads is for the benefit of all property owners and the property of any owner failing to pay its proportionate share as provided herein shall be subject to a lien and assessment for the proportionate share of said cost; and any other property owner paying the share of a property failing to pay the same shall be entitled to a lien against said property which may be foreclosed in the manner provided for foreclosure of mechanic's liens.



199909150096

Kathy Hill, Skagit County Auditor

DATED this _____ day of _____, 1999.

LOIS COONC

State of Washington County of Skagit

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that she was authorized to execute the instrument .

Notary Signature _____

Title _____

My Appointment Expires _____

Developer

DATED this 10 day of Sept, 1999.

Nancy Schaub
Nancy Schaub

State of Washington County of Skagit

I certify that I know or have satisfactory evidence that Nancy Schaub signed this instrument, on oath stated that she was authorized to execute the instrument .

Notary Signature Darren J. Riddle

Title _____

My Appointment Expires 4-9-03

Lot 1, SP 7-87

DATED this 10th day of Sept, 1999.

Wilfred Schaub
Wilfred Schaub

State of Washington County of Skagit

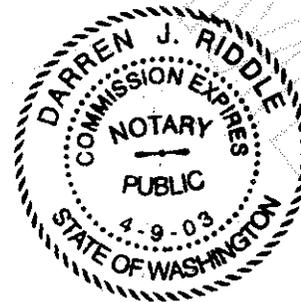
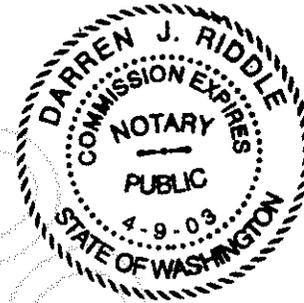
I certify that I know or have satisfactory evidence that Wilfred Schaub signed this instrument, on oath stated that she was authorized to execute the instrument .

Notary Signature Darren J. Riddle

Title _____

My Appointment Expires 4-9-03

Lot 1, SP 7-87



199909150096

UNRECORDED DOCUMENT

DATED this 9th day of Sept., 1999.

Lois Coonc
LOIS COONC

Developer

State of Washington County of Skagit
I certify that I know or have satisfactory evidence that Lois Coonc signed this instrument, on oath stated that she was authorized to execute the instrument.

Lydia Reynolds
Notary Signature
Title
My Appointment Expires 8-9-2001



DATED this _____ day of _____, 1999.

Donald Barford

Lot 2, 7-87

State of Washington County of Skagit
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that she was authorized to execute the instrument.

Notary Signature _____
Title _____
My Appointment Expires _____

DATED this _____ day of _____, 1999.

Karia Barford

Lot 2, SP 7-87

State of Washington County of Skagit
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that she was authorized to execute the instrument.

Notary Signature _____
Title _____
My Appointment Expires _____



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EXHIBIT "A"

Lots 1, 2 and 3 of Short Plat No. 7-87, approved June 9, 1989, recorded June 12, 1989 in Volume 8 of Short Plats, page 132, under Auditor's File No. 8906120012, records of Skagit County, Washington, being a portion of the South 1/2 of the Northwest 1/4 of Section 4, Township 33 North, Range 3 East, W.M.



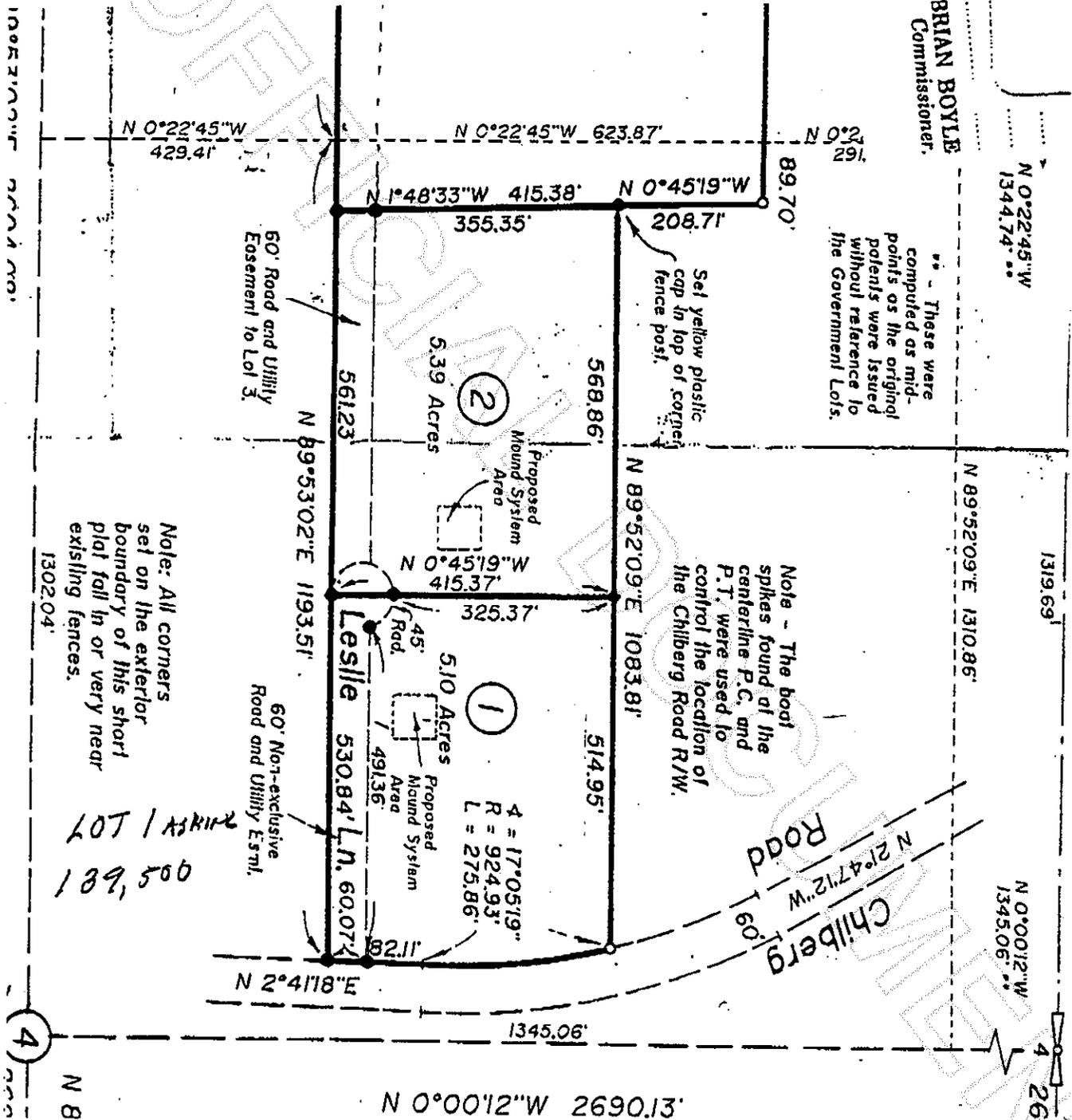
199909150096

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9/15/1999 Page 5 of 7 1:36:31PM

Road Maintenance Agreement for Short Plat 97-0028 and 7-87
 EXHIBIT "B"

The South Sixty (60) feet of lots 1 and 2 of
 Short Plat 7-87, Skagit County.



BRIAN BOYLE
 Commissioner.

** These were
 computed as mid-
 points as the original
 points were issued
 without reference to
 the Government Lots.

Set yellow plastic
 cap in top of corner
 fence post.

Note - The boat
 spikes found at the
 centerline P.C. and
 P.T. were used to
 control the location of
 the Chilberg Road R/W.

Note: All corners
 set on the exterior
 boundary of this short
 plat fall in or very near
 existing fences.

005' 981
 189' 506
 101

Chilberg
 Road
 60'

