



200002220120

Kathy Hill, Skagit County Auditor

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After Recording Return to:  
CHESTER T. LACKEY  
1200 Harris Avenue, #307  
Bellingham, WA 98225

Document Title: Easement and Maintenance Agreement  
Grantor: Alpine Fairway Villa Condominium Owners Association  
Grantee: Jeff Hansell

Legal: Lot 48 Plat of Eaglemont Phase 1A

Parcel Number: P104315

Account Number: 4621-000-048-0007

FIRST AMERICAN TITLE CO.

B61125E

## EASEMENT AND MAINTENANCE AGREEMENT

ALPINE FAIRWAY VILLA CONDOMINIUM OWNERS' ASSOCIATION, a non-profit Washington corporation, ("Association"), hereby grants and conveys to JEFF HANSELL, an easement for ingress and egress over and across that portion of Common Property of the Alpine Fairway Villa Condominium ("Condominium"), described as Alpine View Place (a private road) on the survey map and plans for Alpine Fairway Villa Condominium Phase I, recorded under Skagit County Auditor's File No. 9905260006.

This grant of easement is subject to the following terms and conditions:

1. The dominant estate shall be Lot 48, Plat of Eaglemont, Phase 1A, as per map recorded in Volume 15 of Plats, Pages 130 through 146, inclusive, records of Skagit County, Washington. ("Dominant Estate").

2. The Dominant Estate shall pay one-eleventh (1/11) of the cost of the maintenance and repair of Alpine View Place. The Association shall annually provide to the owners of the Dominant Estate a statement showing the cost of routine maintenance and repair for the Alpine View Place. The owners of the Dominant Estate shall pay to the Association their share of the maintenance and repair costs within thirty (30) days after the statement of maintenance and repair charges has been given by the Association to the owners of the Dominant Estates.

3. If the owner of the Dominant Estate causes any damage to Alpine View Place beyond ordinary wear and tear, then the owner of the Dominant Estate shall be solely responsible for the cost of the repair.

4. The Dominant Estate owners' obligation to pay for maintenance and repair of Alpine View Place shall be a personal obligation, and shall also constitute a lien on the Dominant Estate. Such lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

5. If the owner of the Dominant Estate shall fail to pay for their share of the cost of maintenance and repair of Alpine View Place when due, then the amount from the date it is due shall bear interest at the rate of twelve percent (12%) per annum until paid.

6. In the event that the Association retains an attorney for the purpose of enforcing the terms of this Easement and Maintenance Agreement, then the Association shall be entitled to recover reasonable attorney's fees and costs incurred by the Association.

7. All future owners of the Dominant Estate, by acceptance of a deed conveying title thereto, or by execution of any contract for the purchase thereof, accept such deed or contract upon and subject to every provision of this Easement and Maintenance Agreement.

8. This Easement and Maintenance Agreement is perpetual, shall run with land and is binding on heirs, successors and assigns of the parties.



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ALPINE FAIRWAY VILLA CONDOMINIUM  
OWNER'S ASSOCIATION

By: [Signature]  
EDWARD YOUNG, President

HANSELL HOMES, INC.

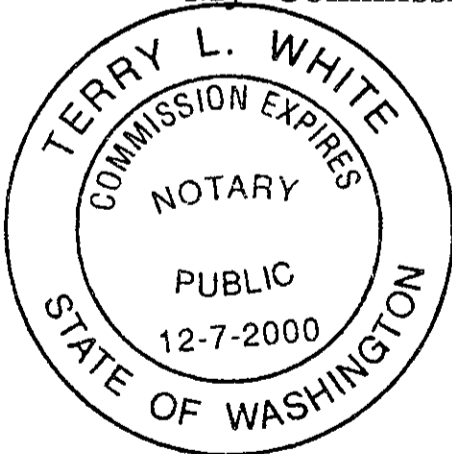
By: \_\_\_\_\_  
JEFF HANSELL, President

State of Washington )  
  )ss.  
County of Skagit )

On this 16<sup>th</sup> day of February, 2000, before me personally appeared EDWARD YOUNG, to me known to be the President of the Association that executed the foregoing instrument and acknowledges the said instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that was authorized to execute said instrument for and on behalf of the Association.

Witness my hand and official seal the day and year first above written.

[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
Print Name Terry L. White  
My Commission expires 12-07-00



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Kathy Hill, Skagit County Auditor

ALPINE FAIRWAY VILLA CONDOMINIUM  
OWNER'S ASSOCIATION

By: \_\_\_\_\_  
EDWARD YOUNG, President

HANSELL HOMES, INC.

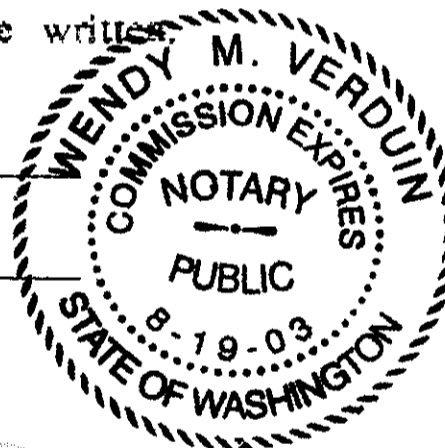
By: \_\_\_\_\_  
JEFF HANSELL, President

State of Washington )  
                                  )ss.  
County of Skagit )

On this 17 day of Feb, 2000, before me personally appeared JEFF HANSELL, to me known to be the President of the Association (Hansell Homes) that executed the foregoing instrument and acknowledges the said instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that was authorized to execute said instrument for and on behalf of the Association.

Witness my hand and official seal the day and year first above written.

Wendy M Verdun  
NOTARY PUBLIC in and for the State of Washington,  
Print Name Wendy M. Verdun  
My Commission expires 8-19-03



SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

FEB 22 2000

Amount Paid \$ 0  
Skagit Co. Treasurer  
By \_\_\_\_\_ Deputy

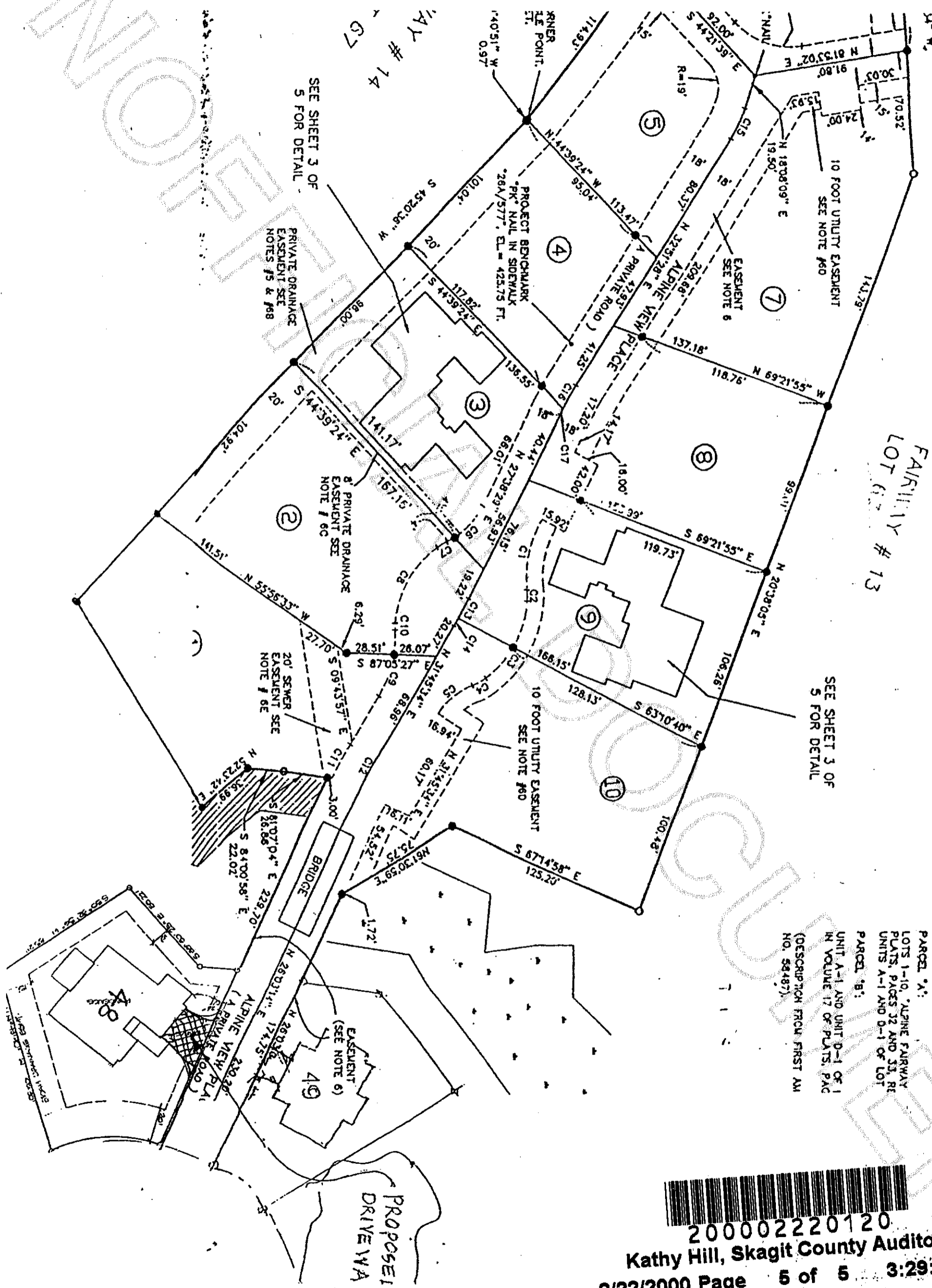
Lot 48 Easement and Maintenance Agreement - 3

TOTAL P.04



200002220120

DRAFT



FAMILY # 13  
LOT 6

WAY # 14  
67

SEE SHEET 3 OF 5 FOR DETAIL

SEE SHEET 3 OF 5 FOR DETAIL

**LEGAL DESCRIPTION**  
 THE LAND REFERRED TO HEREIN IS SITUATED IN WASHINGTON.

**PARCEL 'A':**  
 LOTS 1-10, ALPINE PARWAY PLATS, PAGES 32 AND 33, RE UNITS A-1 AND D-1 OF LOT

**PARCEL 'B':**  
 UNIT A-1 AND UNIT D-1 OF 1 IN VOLUME 17 OF PLATS, PAC (DESCRIPTION FROM FIRST AM NO. 58487).



PROPOSED DRIVEWAY

PRIVATE DRAINAGE EASEMENT SEE NOTES #5 & #8

PRIVATE DRAINAGE EASEMENT SEE NOTE #6C

20' SEWER EASEMENT SEE NOTE #6E

PROJECT BENCHMARK PK. NAIL IN SIDEWALK 264/577, E.L. = 425.75 FT.

EASEMENT SEE NOTE 6

10 FOOT UTILITY EASEMENT SEE NOTE #60

10 FOOT UTILITY EASEMENT SEE NOTE #60

EASEMENT (SEE NOTE 6)

ALPINE VIEW PLAT (A PRIVATE ROAD)