

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

John G. Thomas
845 Burlingame Road
Mount Vernon, WA 98274



200208300234

Skagit County Auditor

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**DECLARATION AND AGREEMENT FOR ROAD,
DRAINAGE, AND UTILITIES MAINTENANCE**

Grantor (s): John G. Thomas and Sandra Thomas, husband and wife
Grantee (s): The General Public
Additional Grantor (s) on page (s):
Additional Grantee (s) on page (s):
Abbreviated Legal: PTN. W 1/2 SE 1/4 Sec.22, T. 34 N., R. 4 E.W.M.
Additional Legal on page (s):
Assessor's Tax Parcel No.'s: P 27569, P 27572

THIS DECLARATION AND AGREEMENT shall affect the owners of that ptn. of Lot 1, Short Plat No. PL01-0579, as recorded under Auditor's File No. 200202010016, records of Skagit County, Washington, Less that portion thereof described as the North 30 feet of the East ½ of the SW ¼ of the SE ¼ of Section 22, Township 34 North, Range 4 East, W.M. (refer to Parcel "A" of Exhibit "A") and the owners of Approved/Unrecorded Short Plat No. 45-73 Together With that ptn. of said Lot 1 described as the North 30 feet of the East ½ of the SW ¼ of the SE ¼ of Section 22, Township 34 North, Range 4 East, W.M. (refer to Parcel "B" of Exhibit "A"). The Declarants and owners of the aforesaid property are John G. Thomas and Sandra Thomas, husband and wife.

RECITALS

- A. Access from Burlingame Road to the residential properties referred to hereinabove shall be by means of a common, access road across that 30' x 643' portion of said Lot 1 described as the North 30 feet of the East ½ of the SW ¼ of the SE ¼ of Section 22, Township 34 North, Range 4 East, W.M. The access road (common driveway) as constructed may require future improvements and continued maintenance. Further, certain common utilities will be shared along the access road, and these may require future improvements and continued maintenance.
- B. It is intended that the cost of maintaining the access road, open ditch, and common utilities shall be borne equitably by the owners of the lots served by the same.
- C. It is further intended by the Declarants that this Declaration and Agreement for Road, Drainage, and Utilities Maintenance shall be a perpetual covenant running with the land as to the aforesaid owners, successors, or assigns.

Exhibit "A"
OF THE
DECLARATION AND AGREEMENT FOR ROAD,
DRAINAGE AND UTILITIES MAINTENANCE

LEGAL DESCRIPTION

Parcel "A":

Lot 1, Short Plat No. PL01-0579, approved January 31, 2002, and recorded February 1, 2002 under Auditor's File No. 200202010016, records of Skagit County, Washington, and being a portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 22, Township 34 North, Range 4 East, W.M.

LESS the North 30 feet of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 22, Township 34 North, Range 4 East, W.M.; EXCEPT the East 30 feet thereof, and containing 19,290 square feet, more or less.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants and notes upon the face of said Short Plat No. PL01-0579 and other instruments of record including but not limited to the following instruments: 30 foot wide easement for road purposes over subject parcel by Auditor's File No. 407609; 10 foot wide power easement by Auditor's File No. 8409170077.

AND FURTHER SUBJECT TO AND TOGETHER WITH an exclusive easement for ingress, egress and utilities over, across, under and through that portion of Lot 1 of said Short Plat No. PL01-0579 lying within the North 30 feet of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 22 by that instrument recorded under Auditor's File No. 200208300234, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Parcel "B":

That portion of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 22, Township 34 North, Range 4 East, W.M., also referred to as unrecorded Short Plat No.45-73, approved October 1, 1973 by the Short Plat Administrator for Skagit County, Washington, and being more particularly described as follows:

Commencing at the East quarter corner of said Section 22; thence due West along the East-West centerline of said Section 22, a distance of 1348.32 feet to the Northeast corner of the Northwest ¼ of the Southeast ¼ of said Section 22; thence S 0°10'30" E along the East line of the Northwest ¼ of the Southeast ¼ of said Section 22, a distance of 1073.40 feet; thence



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N 89°55' W, a distance of 30.00 feet to the Westerly margin of the Burlingame Road No. 7655, and the TRUE POINT OF BEGINNING; thence continuing N 89°55' W, a distance of 643.23 feet to the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of said Section 22; thence S 0°13'30" E along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of said Section 22, a distance of 247.50 feet to the South line of the Northwest ¼ of the Southeast ¼ of said Section 22; thence S 89°55' E along the South line of the Northwest ¼ of the Southeast ¼ of said Section 22, a distance of 643.01 feet to the Westerly margin of said Burlingame Road; thence N 0°10'30" W along the Westerly margin of said Burlingame Road, a distance of 247.50 feet to the True Point Of Beginning.

TOGETHER WITH That portion of Lot 1, Short Plat No. PL01-0579, approved January 31, 2002 and recorded February 1, 2002 under Auditor's File No. 200202010016, records of Skagit County, Washington, and being a portion of the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 22, Township 34 North, Range 4 East, W.M., described as follows:

The North 30 feet of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 22, Township 34 North, Range 4 East, W.M.; EXCEPT the East 30 feet thereof; and containing 19,290 square feet, more or less.

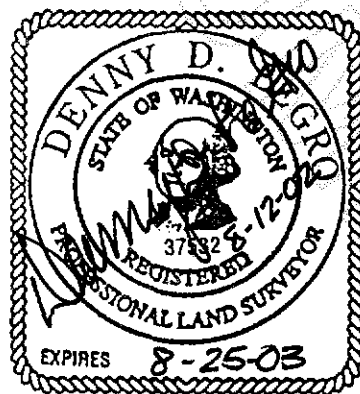
SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants and notes upon the face of said Short Plat No. PL01-0579 and other instruments of record including but not limited to the following instruments: 30 foot wide easement for road purposes over subject parcel by Auditor's File No. 407609; 10 foot wide power easement by Auditor's File No. 8409170077; a mound fill system installation conditional agreement with Skagit County by that instrument recorded July 17, 1985 under Auditor's File No. 8507170025, records of Skagit County, Washington.

AND FURTHER SUBJECT TO an exclusive easement for ingress, egress and utilities over, across, under and through the South 30.00 feet of the above described tract of land, as a condition of Boundary Line Adjustment county approval, to the owner, assigns and/or heirs of Lot 1 of said Short Plat No. PL01-0579, Less that portion thereof lying within the North 30 feet of the East Half (E ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 22 by that instrument recorded under Auditor's File No. 200208300099, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Denny D. Negro

DENNY D. NEGRO
Registered Professional
Land Surveyor
License No. 37532
Date: August 12, 2002



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Now, therefore, the Declarants hereby declare that the properties above-described shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions:

1. Access Road/Utilities Maintenance. The record owner of a fee simple title to any of the lots in the aforesaid, including persons or entities having an interest by virtue of a real estate contract, but excluding those having an interest merely as security for the performance of an obligation (hereinafter "owner" or "owners"), shall be responsible for the maintenance of the road including open ditch, and utilities in accordance with the terms and conditions herein. The duty to maintain as described herein shall be perpetual.
2. Ongoing Road Maintenance. The surface of the access road shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that the owners may enjoy full and free use of their respective lot(s). The owners shall review the driveway maintenance annually, or more frequent as may be necessary, and shall determine the maintenance to be done over the next twelve (12) months, or sooner if necessary. The owner of Parcel "B" of Exhibit "A" hereof shall coordinate and arrange for said maintenance. In the event of a disagreement between owners, the owner of said Parcel "B" shall choose an independent contractor, to be mutually agreed upon within a reasonable time period not to exceed 30 days, to assess the required maintenance and this assessment shall determine the maintenance to be done.
3. Ongoing Utilities Maintenance. The owners shall be responsible to maintain the utilities (electric power line, telephone lines, gas lines, water lines, and cable television lines) to a common point of connection, that is, the point at which the main service will terminate and the service to the individual lots will commence. Maintenance shall be determined and completed as in paragraph 2 above. All costs of installation and maintenance of utilities past the common point of connection shall be paid by the owner of the respective lot being served by such installation.
4. Cost of Maintenance; Lien for Failure to Pay. The cost of maintaining the roadway, open ditches, and utilities described herein in the manner set forth in paragraphs 2 and 3 above shall be borne in equal shares by the owner of each lot of real property affected hereby. In the event any owner fails to pay, within thirty (30) days of receiving a bill for their portion of the expense, then the other owner may file a lien, substantially in the form of labor and material lien. The lien shall be a lien against the property of the non-paying owner and forecloseable in the same manner as a real estate mortgage. The unpaid balance shall bear interest at the statutory legal rate until paid and the non-paying owner shall be liable for actual costs and reasonable attorney's fees expended in any collection action including, but not limited to, the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
5. Extraordinary Use-Costs Enforcement. In the event that an owner of a lot affected hereby should by its use of their lot, roadway, or utilities cause them to be subjected to other than reasonable wear and tear and should such roadway, open ditch, or



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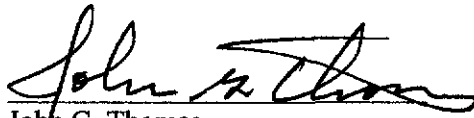
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utilities be damaged by such use, the owner subjecting the roadway, open ditch, or utilities to such extraordinary use shall have the obligation to repair such damage upon demand by any property owner affected hereby and to restore said roadway, open ditch, or utilities to the condition existent prior to such use and all expenses therefore shall be borne by such owner. In the event that such owner fails to repair and pay the cost thereof, then the other owner may bring action to enforce the provisions of this agreement. The prevailing owner is entitled to all costs incurred in bringing an action for enforcement, including reasonable attorney's fees incurred, and including consultation preceding legal action.

6. Termination of Obligation. Should any owner sell a lot that is benefited by the terms of this Declaration, that person shall no longer be bound by the terms of this Declaration, except for any default in obligations incurred prior to sale, if any.
7. Benefit of Covenant. The rights and obligations set forth herein shall inure to and be binding upon the Declarants, all subsequent owners, successors or assigns, and shall constitute a covenant running with the parcels of real estate affected hereby.
8. Amendment; Revision. These declarations, agreements, and covenants may be supplemented, relaxed, revoked, or amended in whole or in part at any time by an instrument signed by all owners of the lots of the aforesaid properties, provided the change does not conflict with any other regulation or requirement affecting the owners' obligation to maintain the common access road, drainage, and/or common utilities as described herein.

DATED this 30 day of August, 2002

DECLARANTS:


John G. Thomas


Sandra Thomas



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STATE OF WASHINGTON }

} S.S.

County of Skagit }

On this day personally appeared before me John G. Thomas and Sandra Thomas, husband and wife, to me known to be the individuals 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 30TH day of AUGUST, 2002

Denny D. Legro

Notary Public in and for the State of Washington

Residing at MOUNT VERNON

My commission expires: 3-10-05

