

Return to: Skagit Surveyors & Engineers
806 Metcalf Street
Sedro-Woolley, WA 98284
Phone: (360) 855-2121



200310060072
Skagit County Auditor

10/6/2003 Page 1 of 7 10:34AM

COVER SHEET

MAINTENANCE DECLARATION

GRANTOR: Skagit State Bank
Timothy Rawls
Vicki Rawls

GRANTEE: Owners and future owners of Lot 1 and Lot 2 of Short Plat PL02-0221 recorded under AF# 200310060073, and that portion of Lot 2 of Short Plat PL00-0344 lying north of Tract C and west of Tract D as shown on Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington.

LEGAL DESCRIPTION: That certain 60 foot wide roadway and 90 foot diameter cul de sac as shown on Short Plat PL02-0221, recorded under AF# 200310060073, records of Skagit County, Washington. Being a portion of the SE 1/4 of the SE 1/4 of Section 12, Township 35 North, Range 04 East, W.M.

Detention Pond as show on face of Short Plat #PL02-0221

ASSESSOR'S PROPERTY TAX PARCEL NUMBER:
350412-0-009-0002 P36234
350412-0-009-0100 P11824

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
Paid

SEP 29 2003

Amount Paid \$ 0
By: Skagit County Treasurer
Deputy

MAINTENANCE DECLARATION

THIS DECLARATION made and entered into this 22nd day of July 2003, by Skagit State Bank and Timothy G. Rawls and Vicki R. Rawls (hereinafter "Declarants"), as owners of the following described land, situated in Skagit County, Washington:

Lot 1 and Lot 2 of Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington.

THE DECLARANTS do hereby establish a maintenance agreement for the Non-Exclusive Easement for ingress, egress and utilities over, under and through a fifty-foot (50') wide strip of land and ninety-foot (90') diameter cul de sac (hereinafter "Road") established and shown on Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington. The easement benefits the owners and future owners of Lot 1 and Lot 2 of Short Plat PL02-0221 recorded under AF#200310060073, and that portion of Lot 2 of Short Plat PL00-0344 lying north of Tract C and west of Tract D as shown on Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington.

ADDITIONALLY, THE DECLARANTS under this declaration do hereby establish of record a maintenance agreement for the drainage facility (hereinafter "Pond") as shown on Short Plat PL02-0221 for the benefit of the owners and future owners of Lot 1 and Lot 2 of Short Plat PL02-0221 recorded under AF#200310060073, and that portion of Lot 2 of Short Plat PL00-0344 lying north of Tract C and west of Tract D as shown on Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington.



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The Pond is more specifically described as follows:

DETENTION POND as shown on Short Plat #PL02-0221

MAINTENANCE OF Road and Pond (including labor and expenses) shall be shared equally among the owners of Lot 1 and Lot 2 of Short Plat PL02-0221, and owner of that portion of Lot 2 of Short Plat PL00-0344 lying north of Tract C and west of Tract D as shown on Short Plat PL00-0344 recorded under AF#200108270154, records of Skagit County, Washington.

The DECLARANTS do hereby mutually and irrevocably agree as follows:

- 1. They shall cooperate in the maintenance of the Road and Pond.**
- 2. They shall share in the reasonable cost of such maintenance.**
- 3. No improvements shall be made without the approval of all owners of the three lots. No party shall incur significant repair of maintenance expenses or make commitments to third parties without first obtaining the agreement of all other parties. Such agreement shall not unreasonably be refused.**
- 4. The Pond and stormwater conveyance system (i.e. ditches) shall be inspected once a month and repair made when necessary. Additional inspections should occur after each major storm event. Corrective action shall be promptly taken as dictated by the circumstances. Inspection consists of:**
 - a. Checking the pond and conveyance system for debris or accumulation of silt that could impede the flow of stormwater into or out of the pond or the conveyance system.**
 - b. Check to make sure the berm for the detention pond is neither broken nor severely eroded in any spot.**



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c. Check for animal burrows as they will weaken the integrity of the berm.

If you find a hole from a burrowing animal, use a "gopher gasser" smoke bomb or similar eradication method, then carefully fill the hole, tamping the soil hard. Make sure the soil fills the hole as deep as possible.

d. Remove the lid from the outlet control structure and look inside to make sure the orifices are not plugged.

e. Check the inlet and outlet of each culvert to make sure it is flowing freely.

f. Normal maintenance of the detention pond shall include the control of grass and weeds on the top and sides of the berm. The weeds should not exceed 18 inches in height. A mower and/or weed eater should be used to cut the grass and weeds down to about 3-inches in height as often as needed.

g. The pond will slowly fill up with silt. The way to know when the pond needs to be cleaned is when the silt forms a delta where the water enters the pond and approximately one-third of the north area has been filled with silt. The parties will need to coordinate having a contractor excavate and haul away the accumulated silt.

5. The Road shall be inspected periodically and repair made when necessary.

Corrective action shall be promptly taken as dictated by the circumstances.

Road maintenance consists of:

a. Ensure that minimum roadway crown is maintained to facilitate stormwater runoff and to reduce pothole action

b. Repair potholes and other road surface irregularities promptly.



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c. Add crushed surfacing as necessary.

d. Remove vegetation as necessary to maintain full roadway width.

6. If work on the Road or Pond becomes necessary or desirable as a result of normal use and one party seeks the agreement of the others agreement to its accomplishment but such agreement is unreasonably refused, the party wishing to accomplish the work or have it accomplished may proceed with the same and the other party shall then be responsible for his proportionate share of the reasonable cost of such work.

7. No party shall so use or abuse the Road or Pond so as to unreasonably interfere with the use of the Road or Pond by any other owner, or so as to cause damage or deterioration to the Road or Pond in excess to that which is fair and normal for single-family residential use. If damage or deterioration is caused by any party, or persons invited by any party, or with any party's agreement or acquiescence, required repairs shall be solely the responsibility of that party and the required repairs shall be promptly undertaken and completed. If that party does not do so, the other parties may do so, after reasonable notice of intention.

8. If a party is responsible for expenses for either routine repair under paragraph 5 or extraordinary repairs under paragraph 6, and fails to accomplish it or pay his proportionate share of the expense thereof, the party accomplishing the work or having had it accomplished shall have a lien on the other party's property for the amount owed by that party, which shall attach upon accomplishment of the work.

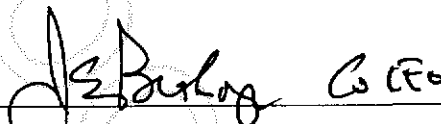


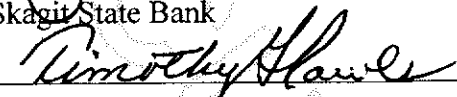
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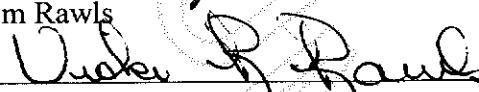
9. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of the other party's obligations or liens arising as described previously, the substantially prevailing party shall be entitled to reasonable attorney fees and cost incurred in enforcing that party's rights hereunder.

FURTHER, THE DECLARANTS under this declaration acknowledge and grant a perpetual easement for installation of utilities and for all reasonable utility maintenance and servicing requirements, including the right to enter in, cross under, through and over the described roadway easement to provide utility services to each owner of a property within Short Plat No. PL02-0221 and any division of refinement thereof, and Declarants specifically grant to, but not limited to, Puget Sound Energy, Verizon/Qwest and any successors and assigns of said companies.

DATED the 21 day of July 2003.


Skagit State Bank


Tim Rawls

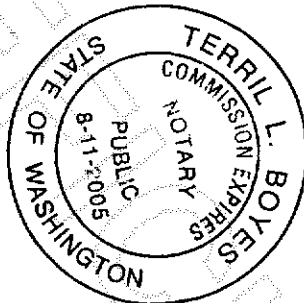

Vicki Rawls



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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that J E Bishop signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge is as the CO - CEO of Skagit State Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



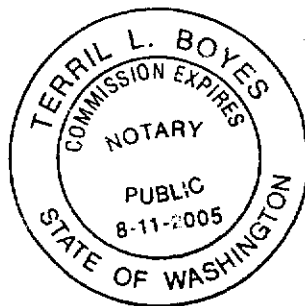
Dated: 7/22/03
Signature: Terril L Boyes
(Print name) Terril L Boyes

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON

My appointment expires 8-11-05

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Tim Rawls and Vicki Rawls h/w are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 8/28/03
Signature: Terril L Boyes
(Print name) Terril L Boyes

NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON

My appointment expires 8-11-05



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