

AFTER RECORDING RETURN TO:

Name _____

Address _____

City, State, Zip _____



200312290167
Skagit County Auditor

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Abbrev. Leg. Ptn SW ¼ of Sec. 23, T34N, R4E, WM
Tax Parcel Nos. 340423-0-031-0002/P27634; 340423-3-004-00009/P27674
Grantor. Livers, Thomas
Grantee. Livers, Thomas

**DECLARATION OF EASEMENT
WITH COVENANTS FOR MAINTENANCE**

This declaration of easements for access, utilities, and well use and maintenance agreement is made this 19 day of December, 2003, by Thomas L. Livers, who also appears of record as Tom L. Livers, a single man, hereafter referred to as "declarant."

RECITALS

Declarant is owner of property located in Skagit County, Washington, and more fully described as Parcels A and B on EXHIBIT I, attached hereto and incorporated by this reference.

There is a residence located on Parcel A.

There is a well site located on Parcel B that provides water by way of existing water lines to the manufactured home residence located on Parcel A. The well is located approximately 100 feet west of and approximately 50 feet south of the northeast corner of Parcel B. From the well, a water line runs northeasterly to the manufactured home presently located on Parcel A.

There is an existing driveway running from a point on Mountain View Road near the southwest corner of Parcel B northeasterly across Parcel B to the manufactured home on Parcel A, crossing the line between Parcel A and Parcel B approximately 150 feet west of the northeast corner of Parcel B.

Declarant wants to establish on the public record the rights of the present and future owners of Parcel A to use the driveway for access and utilities for the benefit of Parcel A and to said well and water rights and the right to convey water from the well on Parcel B

to the residence on Parcel A by means of a water line or lines reasonably necessary to provide water for domestic use for one residence on Parcel A.

EASEMENT AND MAINTENANCE AGREEMENT

THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Declarant establishes and conveys the following easements, restrictions and covenants and declares that the present and future owners of Parcel A shall take and hold title to said parcel with the benefit of the following access, utility, well and water line easements and subject to the following restrictions and covenants, and the present and future owners of Parcel B shall take and hold title to said parcel subject to the following access, utility, well and water line easements.

1. Declarant establishes and conveys to the present and future owner of Parcel A an easement for the installation, repair and maintenance of the existing well site and water lines over, under and across that portion of Parcel B where the well site and water lines are presently located. The easement area shall be a circle 15 feet in circumference, the center of which is the center of the existing well pipe, and a strip of land 15 feet in width, 7 1/2 feet each side of the center line of the existing water line, as presently located on Parcel B.

2. Declarant hereby convey to the present and future owner of Parcel A, their heirs, successors, and assigns in ownership of said properties, the right to take water from said well site sufficient for domestic usage for one single family residence on Parcel A.

3. Repair and maintenance of the well site and any pipelines serving Parcel A, including pumps and other facilities and equipment necessary for providing water to Parcel A, shall be the responsibility of the owner of said Parcel A. In the event of repair or replacement of any water line serving Parcel A, following such repair or replacement, the surface of the land shall be repaired and returned to the condition it was in prior to the water line repair or replacement.

4. Declarant establishes and conveys to the present and future owners of Parcel A an easement for ingress, egress and utilities over, under and through a strip of land 20 feet in width, being 15 each side of the centerline of the existing driveway across Parcel B, described above.

5. The repair, maintenance and/or replacement of the driveway and any utility lines or pipes serving Parcel A shall be the responsibility of the owner of said Parcel A. In the event of repair or replacement of any utility line serving Parcel A, following such repair or replacement, the surface of the land shall be repaired and returned to the condition it was in prior to the line repair or replacement.



6. NOTWITHSTANDING above stated maintenance, repair and replacement responsibilities for the owner(s) of Parcel A, if the driveway, well, well equipment or any other access or utility facilities are used for the joint benefit of Parcels A and B, then the maintenance responsibilities for any such joint use driveway, facility or equipment shall be shared jointly by the owners of both parcels.

7. The easements and covenants contained herein shall run with lands described herein and shall extend to and be binding on the heirs, successors, and assigns of the owner of said lands.

IN WITNESS WHEREOF, the undersigned declarant has executed this document the day and date first above written.

Thomas L. Livers

Thomas L. Livers

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

DEC 29 2003

Amount Paid \$
By: *[Signature]*
Skagit County Treasurer Deputy

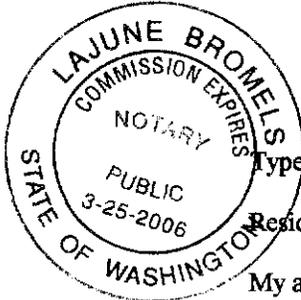
STATE OF WASHINGTON)

) SS

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Thomas L. Livers is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated Dec 19, 2003.



Typed/printed notary name

Lajune Bromels

Lajune Bromels

Residing at

Mt Vernon wa

Mt Vernon wa

My appointment expires

3-25-2006



200312290167

Skagit County Auditor

LiversEasement

EXHIBIT I

Parcel A, Tax Parcel P 27674

The North 200 feet of the South 1,200 feet of the East ½ of the West ½ of Southwest ¼ of Section 23, Township 34 North, Range 4 East, W.M., EXCEPT road, AND EXCEPT the West 40 feet thereof conveyed to Skagit County by deed recorded September 8, 1965, under Auditor's File No. 671415, records of Skagit County, Washington.

Situate in Skagit County, Washington.

Parcel B, Tax Parcel P 27634

That portion of the North 400 feet of the South 1000 feet of the East ½ of the West ½ of the Southwest ¼ of Section 23, Township 34 North, Range 4 East, W.M. lying North of the following described line:

Commencing at the Northeast corner of the above described property; thence S 0°15'57" W along the East line of said subdivision, a distance of 197.61 feet, more or less, to a point which bears N 0°15'57" E, a distance of 2.40 feet from the Southeast corner of the North 200 feet of the South 1000 feet of said subdivision as conveyed from Floyd M. Alexander, Grantor to Thomas L. Livers, Grantee by that instrument recorded April 7, 1978 under Auditor's File Number 877039, and which point is the TRUE POINT OF BEGINNING; thence S 89°48'45" W along a line parallel to and 2.40 feet North of, when measured at right angles to, the South line of said North 200 feet of the South 1000 feet of said subdivision, a distance of 223.21 feet; thence S 0°11'15" E, a distance of 30.40 feet; thence S 89°48'45" W, a distance of 50.00 feet; thence N 0°11'15" W, a distance of 30.40 feet; thence continuing S 89°48'45" W along a line 2.40 feet North of, when measured at right angles to, the South line of said North 200 feet of the South 1000 feet of said subdivision, a distance of 392.18 feet, more or less, to the West line of said subdivision and the terminus of this property line description.

EXCEPT that portion thereof lying within the boundaries of the County Road as conveyed to Skagit County by deeds recorded under Auditor's File Numbers 598910 and 669801.

Situate in the County of Skagit, State of Washington.

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