

AFTER RECORDING RETURN TO:

Name

Ronald W. Joiner

Address

P. O. BOX 755

City, State, Zip

MT. VERNON, WA 98273



200405120067
Skagit County Auditor

5/12/2004 Page 1 of 5 12:20PM

Declaration of Easements with Provisions for Maintenance

Ronald W. Joiner and Linda J. Joiner, husband and wife, hereafter referred to as "Joiner" or "declarants," are owners of the following described real property located in Skagit County, Washington, and more fully described on EXHIBIT I, attached hereto and, by this reference, incorporated herein.

The declarants desire to create certain easements described below and to subject the above referenced real property to easements and covenants set forth herein to protect the value and desirability of the property.

THEREFORE, to accomplish the foregoing purposes, the declarants declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following easements, covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

1. DECLARATION OF ACCESS AND UTILITIES EASEMENT FOR PARCEL C

The Declarants hereby declare, grant, convey and reserve unto themselves and to the future owners of the above referenced real property an easement for ingress, egress, and utilities over, under and through a strip of land sixty feet (60') in width, lying thirty feet (30') each side of the center line of an existing driveway through Parcels A and B, described on EXHIBIT I. Said easement is for the benefit of the real property described as Parcel C on EXHIBIT I.

P 18279 / W 1/2 NE NW 27-33-5

A sketch showing the approximate location of the existing driveway is attached hereto as EXHIBIT II.

2. DECLARATION OF EASEMENT FOR ACCESS FOR PARCELS A AND B.

The Declarants hereby declare, grant, convey and reserve unto themselves and to the future owners of the above referenced real property an easement for ingress and egress over and through a strip of land thirty feet (30') in width, lying thirty feet (30') each side of the center line of an existing driveway through Parcel C, described on EXHIBIT I. Said easement is for the benefit of the real property described as Parcels A and B on EXHIBIT I.

A sketch showing the approximate location of the existing driveway is attached hereto as EXHIBIT II.

3. MAINTENANCE OF ROADS

The Declarants hereby establish and provide that owners of the parcels benefiting by said easement, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this road maintenance agreement. The Declarants and each of the subsequent owners, assigns or successors in interest, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road rights of way over and across the above described private roads.

4. COVENANTS TO RUN WITH THE LAND

The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

5. ENFORCEMENT

Each lot or tract owner, including the declarant if the declarant is a lot or tract owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

5. ATTORNEYS' FEES

In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.



Ronald W. Joiner
Ronald W. Joiner

Linda J. Joiner
Linda J. Joiner

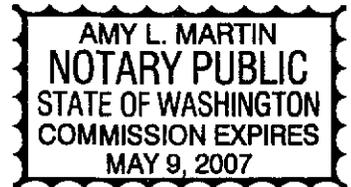
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that RONALD W. JOINER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 7, 2004

Notary Public: Amy L Martin (Amy L Martin)

My appointment expires: May 9, 2007



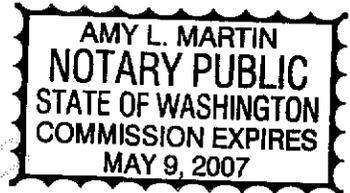
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that LINDA J. JOINER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 7, 2004

Notary Public: Amy L Martin (Amy L Martin)

My appointment expires: May 9, 2007



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 12 2004

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



EXHIBIT I
Description of Joiner Property

Parcel A

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East W.M., EXCEPT road rights of way, AND EXCEPT railroad rights of way over and across that certain 50 foot strip of land conveyed to English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington.

Parcel B

That portion of that certain 50 foot strip of land acquired by English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington, lying within the boundaries of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East W.M..

Parcel C

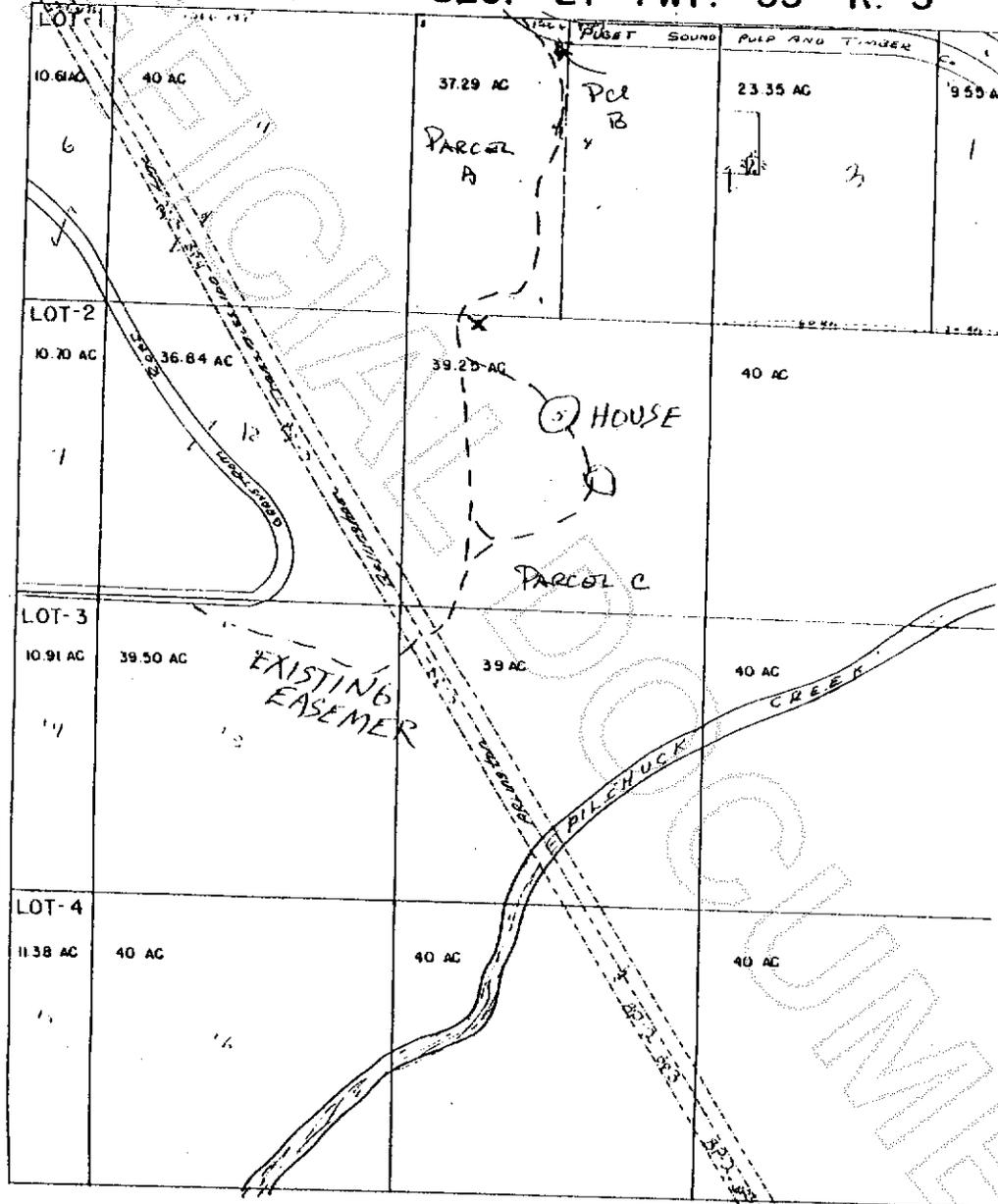
The Southeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East, W.M., EXCEPT that portion, if any, lying within that certain 50 foot right of way as conveyed to the English Lumber Company by deed recorded January 7, 1920, under Auditor's File No. 138238.

Situate in the County of Skagit, State of Washington.



EXHIBIT II
Sketch

SKAGIT COUNTY
SEC. 27 TWP. 33 R. 5



JoinerEasement

5



200405120067
Skagit County Auditor