

After recording, return to:
President, Sunset Creek Homeowners Association
7349 Teal Lane
Bow, WA 98232
(360) 707-2314



200505130045

Skagit County Auditor

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DEED OF DRIVEWAY EASEMENT

This Deed is made this 7TH day of May, 2005, by and between the **SUNSET CREEK HOMEOWNERS ASSOCIATION**, a Washington non profit corporation ("SUNSET CREEK"), **TIMOTHY J. LARSON** and **KARMA K. LARSON**, husband and wife ("LARSON").

RECITALS

A. SUNSET CREEK is the owner of Tract F ("Tract F") (Open Space/Recreation), Sunset Creek Planned Unit Development, a plat recorded under Skagit County Auditor's File No. 199705300114. Tract F (also known as **Tax Parcel No. 4694-000-999-0500/P111508**) is a part of a planned unit development legally described as Sunset Creek Planned Unit Development recorded in Volume 16 of Plats at page 168, records of Skagit County, Washington (the "PUD").

B. LARSON are the owners of a parcel of land legally described as Lot 15, Sunset Creek Planned Unit Development, recorded in Volume 16 of Plats at page 168, records of Skagit County, Washington (hereinafter referred to as "Lot 15") (also known as **Tax Parcel No. 4694-000-015-0000/P111493**)

C. LARSON has constructed their driveway on a portion of Tract F to access their residence. Sunset Creek has no objection to this use of Tract F so long as LARSON agrees to comply and be bound by the terms of this agreement. SUNSET CREEK and LARSON have agreed that the terms of this agreement shall control to the extent there are any conflicts between the terms of this agreement and any other prior agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Conveyance of Easement.** Subject to the Conditions set forth below, SUNSET CREEK hereby deeds, conveys, and quit claims to LARSON an exclusive, perpetual easement for ingress, egress, and utilities over, under, and across the easement path generally described as a rectangular shaped parcel twenty (20) feet

at the south end and five (5) feet on the north end with the one hundred fifty foot western boundary of the easement collocated with the eastern boundary of Lot 15 and the eastern boundary of the easement extending in a north/ south direction approximately one hundred fifty feet from a point twenty feet east of the Southeast Corner of Lot 15 to a point five (5) feet east and one hundred fifty (150) feet north of the Southeast Corner of Lot 15. The easement is legally described as follows:

Beginning at the Southeast corner of Lot 15 thence twenty (20) feet east, thence northerly approximately one hundred fifty (150) feet to a point five (5) feet east of a point one hundred fifty feet north of the Southeast Corner, thence west five (5) feet, thence south along the eastern boundary of Lot 15 one hundred fifty (150) feet to the point of beginning, subject to the covenants, terms, and conditions of this agreement.

2. Conditions. This conveyance is conditioned upon the following conditions:

A. LARSON must maintain all portions of Tract F which abut Lot 15 as greenbelts in accordance with the requirements set forth by Sunset Creek Board of Directors.

B. The LARSON driveway must not be gated or obstructed in any way.

C. LARSON shall not extend to the existing trail on Tract F.

D. Members of the Sunset Creek Homeowners Association shall have access to Tract F.

E. If necessary, maintenance vehicles may access Tract F.

F. LARSON shall not take any action or direct others in any way to prevent members of the Sunset Creek Homeowners Association from accessing Tract F.

4. Installation and Maintenance of Driveway. LARSON shall pay for construction, repair and maintenance costs of their driveway.

5. Good Faith/Dispute Resolution. The parties agree to exercise their best efforts in good faith to resolve any disputes arising out of the easement or this agreement. Should the parties be unable to unwilling to amicably resolve any dispute concerning the easement, including the interpretation of this document, or their proportionate share of expenses relating to installation and/or maintenance of the roadway or utilities, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable. The prevailing party or parties shall be entitled to an award of reasonable attorneys' fees and costs of suit.

6. Successor/Assigns. The benefits, burdens, and covenants created by this document and the easement herein shall be deemed to run with the land and bind the respective parcels covered by said easement, the parties hereto and their respective heirs, successors, and assigns, and all persons possessing the property by, through, or under, the parties hereto or their respective heirs, successors, and assigns.



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9. Entire Agreement. The terms of this agreement shall supersede any and all other agreements between the parties hereto or their predecessors, to the extent there are any conflicting provisions. There are no verbal or other agreements which modify or affect this agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SUNSET CREEK HOMEOWNERS ASSOCIATION INC

DAWN T. NEW
BY: DAWN T. NEW
It's President

LARSON

Timothy J. Larson
TIMOTHY J. LARSON

Karma K. Larson
KARMA K. LARSON

Assessment
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 3 2005

Amount Paid \$0
Skagit Co. Treasurer
By *Karma K. Larson* Deputy



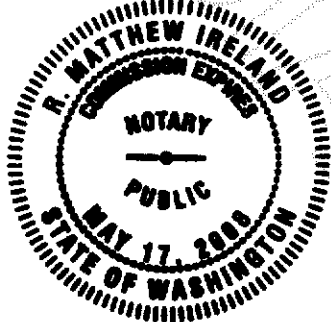
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STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS

I certify that I know or have satisfactory evidence that Dawn T. New is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of **SUNSET CREEK HOMEOWNERS ASSOCIATION INC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 7th day of May, 2005.



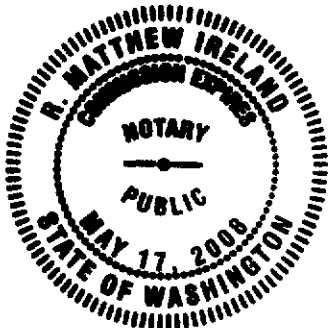
R. Matthew Ireland
Notary Public
R. Matthew Ireland
(type or print name)

My Commission Expires: 5-17-08

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) SS

I certify that I know or have satisfactory evidence that **TIMOTHY J. LARSON** and **KARMA K. LARSON**, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 7th day of May, 2005.



R. Matthew Ireland
NOTARY PUBLIC
R. Matthew Ireland
(type or print name)
My Appointment Expires 5-17-08



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Skagit County Auditor