

RECORDED AT REQUEST OF:



200603290108

Skagit County Auditor

3/29/2006 Page 1 of 7 2:26PM

Grantor.	DUCKWORTH, Jonathan; BURGMEIER, Julie; WHITED, Peter M. and Carol J.
Grantee.	DUCKWORTH, Jonathan; BURGMEIER, Julie; WHITED, Peter M. and Carol J. Present and future owners of Lots 5, 8, 9 & 12, Block 14, CALHOUN ADDITION TO THE TOWN OF LA CONNER Public
Abbrev.Leg.	Lots 5, 8, 9 & 12, Block 14, CALHOUN ADDITION TO THE TOWN OF LA CONNER
Tax Acct. Nos.	4124-014-018-0006/P74169 and 4124-014-012-0000/P74172

DECLARATION OF EASEMENTS

This Declaration of Easements is made by JONATHAN DUCKWORTH and JULIE BURGMEIER, husband and wife, and PETER M. WHITED and CAROL J. WHITED, husband and wife:

RECITALS

A. Jonathan Duckworth and Julie Burgmeier, husband and wife, and Peter M. Whited and Carol J. Whited, husband and wife (hereafter referred to as "declarants") are owners of property fully described below (referred to hereafter as "the property"):

Lots 5, 8, 9 and 12, Block 14, "CALHOUN ADDITION TO THE TOWN OF LA CONNER," as per plat recorded in Volume 1 of Plats, page 14, records of Skagit County, Washington.

Situate in the Town of La Conner, County of Skagit, State of Washington.

B. The declarants desire to subject said Lots 5, 8, 9 and 12 to easements and covenants set forth herein for the benefit of the present and future owners of the property.

THEREFORE, to accomplish the foregoing purposes, the declarants hereby publish and declare that the said Lots 5, 8, 9 and 12, Block 14, CALHOUN ADDITION TO THE TOWN OF LA CONNER, 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 said property and benefit

to the present and future owners of said Lots 5, 8, 9 and 12, Block 14, CALHOUN ADDITION TO THE TOWN OF LA CONNER, and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in said lots, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns. The above named declarants hereby grant to themselves and to the future owners of the property, the following described easements for the benefit of said present and future owners of the property. It is understood by the declarants that the property may be further subdivided into parcels different than the present configuration, and that the following easements, covenants and restrictions shall apply to the property regardless of the configuration or number of parcels.

(1) Easements for access and parking. The declarants grant to themselves and to the future owners of the property, for their use and the use of their permittees, nonexclusive easements for ingress, egress and parking of vehicles, over and across the parking, driveways, sidewalk and loading areas of the property, as the same may be constructed and maintained for such use. A sketch showing the general location of said areas is attached hereto as EXHIBIT A.

(2) Easements for utilities. The declarants grant to themselves and to the future owners of the property, nonexclusive easements for utilities, over, under, through and across the parking, driveways, sidewalk, loading and landscaped areas of the property, as the same may be constructed and maintained for such use. A sketch showing the general location of said areas is attached hereto as EXHIBIT A. The easements are granted for the installation, operation, use, maintenance, repair, removal and replacement of lines and/or systems for utilities serving the property, including, but not limited to electrical, gas and telephone lines, sanitary and storm sewers and drains, and water and gas lines. All utilities shall be underground unless required to be above ground by the utility providing the service. Any owner installing, repairing or replacing utilities that serve only that owner's property shall pay all costs of such installation, including restoration of the surface, and shall complete such work as quickly as possible to minimize interference with the use of the property by other owners and their permittees. Cost and expenses for the installation, repair or replacement of utilities that serve more than one parcel shall be shared by the owners of the benefited parcels, including restoration of the surface, and those owners shall complete such work as quickly as possible to minimize interference with the use of the property by other owners and their permittees.

(3) Enforcement by declarants. The declarants shall have no obligation to enforce or seek enforcement of the covenants and restrictions contained herein and shall have no liability for their enforcement or non-enforcement.

(4) Easements and covenants to run with the land. The easements, 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. The present and future owners of said Lots 5, 8, 9 and 12 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) Attorney's 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.

DATED: March 23rd, 2006.

[Signature]
JONATHAN DUCKWORTH

[Signature]
JULIE BURGMEIER

[Signature]
PETER M. WHITED

[Signature]
CAROL J. WHITED

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 29 2006

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy



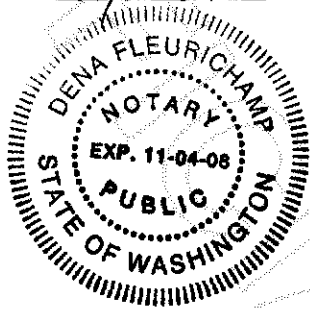
200603290108

Skagit County Auditor

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JONATHAN DUCKWORTH 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: March 28, 2006.



Dena Fleurichamp

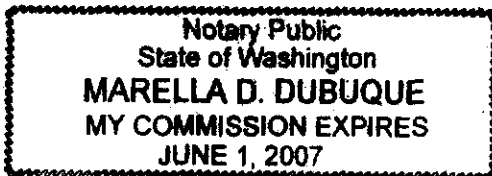
Print name: Dena Fleurichamp
NOTARY PUBLIC in and for the State of
Washington, residing at: Bedon Woolley

My appointment expires: 11/4/2008

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JULIE BURGMEIER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 28, 2006.



Marella D. Dubuque

Print name: MARELLA D. DUBUQUE
NOTARY PUBLIC in and for the State of
Washington, residing at: LaConner

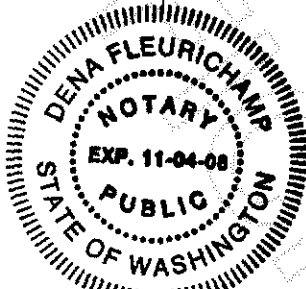
My appointment expires: 6-1-07



STATE OF WASHINGTON)
 : ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that PETER M. WHITED 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: March 28, 2006.



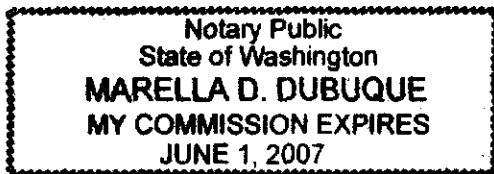
Dena Fleurichamp
Print name: Dena Fleurichamp
NOTARY PUBLIC in and for the State of
Washington, residing at: Oedra College

My appointment expires: 11/4/2008

STATE OF WASHINGTON)
 : ss
COUNTY OF SKAGIT)

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

Dated: March 28, 2006.



Marella D. Dubuque
Print name: MARELLA D. DUBUQUE
NOTARY PUBLIC in and for the State of
Washington, residing at: Zalorner

My appointment expires: 6-1-07



EXHIBIT A
Sketch

DuckworthWhited/Easements

6



200603290108
Skagit County Auditor

3/29/2006 Page 6 of 7 2:26PM

