

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Keith Johnson  
18870 Quail Drive  
Mount Vernon, Washington 98274



200609290118  
Skagit County Auditor

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**EASEMENT AND ADOPTION OF CC&R'S**

Grantor (s) HIDDEN MEADOWS PROPERTY OWNERS, a Washington not for profit corporation;  
KEITH JOHNSON, a married man as his separate estate  
Grantee (s) KEITH JOHNSON, a married man as his separate estate  
Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal: Lot 3, SP#149-79; & Ptn SE, SE S32, T36N, R4E; & Tract A of  
SP#518-81 SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
Additional Legal on page(s)  
Assessor's Tax Parcel No's: P50533; P101525, P50516

SEP 29 2006

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

**THIS AGREEMENT** (the "Agreement"), is made the date set forth below, by and between HIDDEN MEADOWS PROPERTY OWNERS, a Washington not for profit corporation, and KEITH JOHNSON, a married man as his separate estate, (hereinafter "Grantor") and KEITH JOHNSON, a married man as his separate estate, (hereinafter "Grantee").

WHEREAS: Grantee has purchased Skagit County Assessor's parcel numbers P50533 & P101525; and

WHEREAS: Grantor is the owner of Park Ridge Lane, Skagit County Assessor's parcel number P50516; and

WHEREAS: Grantor has obtained a decision from the Washington State Court of Appeals that only parcel number P101525 enjoys the benefit of an easement for the right to use Park Ridge Lane; and

WHEREAS: Grantor and Grantee have reached an agreement for Grantee's use of Park Ridge Lane, for the benefit of both parcels owned by Grantee, in exchange for certain mutual promises and conditions;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **Grant of Easement.** The Grantor hereby grants and conveys to Grantee, an easement for ingress, egress and utilities over, under and across Park Ridge Lane, which is more particularly known as:

Tract A, as shown on the face of Short Plat 518-81, located in Section 33, Township 36 North, Range 4 East, W.M., approved July 6, 1981, and recorded in Volume 5 of Short Plats, pages 91 through 93, inclusive, Auditor's File No. 8107070003, records of Skagit County, Washington, and as set forth in Declaration of Easement, Covenants and Road Maintenance Agreement recorded under Auditor's File No. 8109140012, records of Skagit County, Washington.

Subject to easement, reservations, restrictions and other matters of record.

Situate in Skagit County, Washington

- 2) **Assessment by Owners' Association.** Grantee's property shall be subject to all other special and annual assessments of the HIDDEN MEADOWS PROPERTY OWNERS homeowners association as they may be assessed in the future. Without limiting Grantor's right to call for annual or special assessments in any way, Grantee is hereby advised that a special assessment may be made after the execution of this agreement for replacement of a culvert at the entrance of Park Ridge Lane with a new culvert or bridge, which special assessment could exceed \$3,000 per member of the association. The 2005 annual assessment shall be waived. However, the 2006 regular, annual, member assessment shall be due from Grantee prior to the recording of this Easement. The 2006 annual member assessment shall not be prorated and the Grantee shall be obligated to pay the full annual assessment for 2006 and each year thereafter, regardless of when Grantee's construction begins or ends.



- 3) **Waiver.** Nothing in this Agreement shall be deemed to be a waiver or concession by Grantor to any variance from all applicable building codes, setback requirements or covenants, conditions or restrictions now or hereafter affecting the property.
- 4) **Membership in Association.** Grantor and Grantee hereby agree that Grantee's property, as more particularly described in Exhibit A, attached hereto and incorporated by this reference, shall immediately upon execution and recording of this Agreement, become part of the HIDDEN MEADOWS PROPERTY OWNERS, homeowners association.
- 5) **Application of CC&R's.** Grantee hereby declares that Grantee's property, shall be subject to all covenants, conditions and restrictions, articles of incorporation, bylaws, resolutions and all such other matters to which Grantee's property would be subject as part of the HIDDEN MEADOWS PROPERTY OWNERS, homeowners association, including, but in no way limited to, that certain Declaration of Easements, Covenants and Road Maintenance Agreement, dated September 11, 1981 and recorded September 14, 1981 under Skagit County Auditor's File Number 8109140012 and that certain Protective Covenants, Conditions and Restrictions of Hidden Meadows, dated March 11, 1981 and recorded July 7, 1981 under Skagit County Auditor's File Number 8107070002.
- 6) **Indemnification.** Grantee hereby agrees to indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, damages, finds, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) relating to or in connection with damage to Grantee's property or improvements, which damage arises from or relates to drainage or runoff from Park Ridge Lane, other property or other improvements owned by Grantor.
- 7) **Successors.** The Agreement, the Easement contained herein and all other rights, duties and obligations are to be held by the owners of Grantee's and Grantor's property, their heirs and successors and assigns as appurtenant to Grantee's and Grantor's property in perpetuity. The benefits, burdens and covenants shall be deemed to run with the land and bind the owners of Grantee's and Grantor's property, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.
- 8) **General Provisions**
- a) **Venue:** In the event any action is brought to enforce this agreement, the parties agree that venue shall lie exclusively in Skagit County, Washington.



- b) **Modification:** This agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the written agreement of all parties.
- c) **Voluntary Execution:** The parties represent, understand and agree that this agreement is made and entered into as their free and voluntary act.
- d) **Costs and Attorneys' Fees.** If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.
- e) **Interpretation of Document.** Grantee has had the opportunity to have this Agreement and all related documents reviewed by counsel of Grantee's choice. Grantee agrees that no interpretation or construction shall be made with respect to this Agreement based on which party drafted the document.
- f) **Entire Agreement.** When recorded, this Easement shall constitute the entire agreement of the parties and shall supersede all prior agreements or understandings between the parties with respect to the subject matter hereof;
- g) **Approval of Membership in Association:**

Grantor hereby represents and warrants the following:

- i) that an annual meeting of the HIDDEN MEADOWS PROPERTY OWNERS, homeowners association, was held the evening of April 22, 2004;
- ii) a quorum of trustees and a quorum of members was present at the meeting;
- iii) notice of the meeting was properly and timely provided to all parties entitled to notice;
- iv) the execution of this Agreement was duly noted as a topic of discussion for the meeting;
- v) a vote was held on the issue of whether the president of the HIDDEN MEADOWS PROPERTY OWNERS, homeowners association should execute this Agreement;



UNRECORDED  
EXHIBIT A  
LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Lot 3 of Short Plat No. 149-79 as approved January 23, 1980 and recorded January 25, 1980 in Volume 4 of Short Plats, page 24, under Auditor's File No. 8001250005, records of Skagit County, Washington; being a portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 4 East, W.M.;

TOGETHER WITH

The East 75 feet as measured along the North line of Tract No. 4 as shown on a record of Survey recorded October 11, 1974 in Volume 1 of Surveys, page 95, under Auditor's File No. 808738, records of Skagit County, Washington, being a portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 4 East, W.M.

Situate in Skagit County, Washington



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EXHIBIT "A"

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