



200610310220

Skagit County Auditor

10/31/2006 Page 1 of 9 3:34PM

WHEN RECORDED RETURN TO:

JEFFERY J. SOLOMON
BELCHER SWANSON LAW FIRM, PLLC
900 Dupont Street
Bellingham, WA 98225

Document Title:	Gate Easement	
Grantors:	(1) Daniel J. Fairbanks (2) Sonora D. Fairbanks	FIRST AMERICAN TITLE CO.
Grantees:	(1) Alderbrook Community Association (2) Erik Pedersen d/b/a Pedersen Construction (3) Dean Holt (4) Amy Holt	148893-1 ACCOMMODATION RECORDING ONLY
Legal Description:	Ptn Lot 1 of Short Plat No. PL00-0376	
Assessor's Tax Parcel Nos.:	330403-1-001-0300/P116937, 330403-1-001-0200/P116280	

GATE EASEMENT

THIS GATE EASEMENT, made and entered into this 17th day of October 2006, is by and between **DANIEL J. FAIRBANKS** and **SONORA D. FAIRBANKS**, hereinafter referred to as "Grantors" and **ERIK PEDERSEN d/b/a PEDERSEN CONSTRUCTION, DEAN HOLT, AMY HOLT** and **ALDERBROOK COMMUNITY ASSOCIATION**, hereinafter referred to as "Grantees."

RECITALS:

WHEREAS, the Grantors own real property located in Skagit County, Washington legally described as follows:

Lot 1, Short Plat No. PL00-0376, approved October 11, 2002, recorded October 16, 2002, under Auditor's File No. 200210160141, records of Skagit County, Washington; being a portion of the Southeast _ of the Northwest _ and the Southwest _ of the Northeast _ of Section 3, Township 33, North, Range 4 East W.M.

Ø Consideration
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WHEREAS, Grantees Erik Pedersen d/b/a Pedersen Construction ("Pedersen"), Dean Holt and Amy Holt (collectively "Holt") jointly own real property located in Skagit County, Washington legally described as follows:

The North _ of the Southwest _ of Section 3, Township 33
North, Range 4 East, W.M.
Assessor's Tax Parcel Numbers: 330103-1-002-0109,
P16245

WHEREAS, Grantee Alderbrook Community Association ("Association") is a non-profit community association incorporated under the laws of the State of Washington and operates for the regulation, use, care, construction, operation, repair, maintenance and preservation of common properties; the power to assess properties served by the common properties; the regulation, maintenance and repair of facilities thereon; payment of taxes, if imposed, on common property and improvements; and the administration and enforcement of the Declaration of Covenants, Conditions, Reservations and Restrictions of Alderbrook recorded at Skagit County Auditor's File No. 200210130143, as amended ("Covenants").

WHEREAS, the members of the Alderbrook Community Association are the lot owners of the following described property:

See Exhibit "A";

WHEREAS, the parties share a common access point from Cascade Ridge Drive onto Alderbrook Lane, a private road, which serves as the ingress and egress to the parties' properties;

WHEREAS, the parties acknowledge that related roadway easements upon and across the parties' properties were created in that Easement Exchange recorded under Skagit County Auditor's File No. 8906300010;

WHEREAS, the parties wish to create additional privacy and security by installing and maintaining an electronic gate and related improvements (hereinafter collectively "Gate") on Grantors' property to control vehicular access over and across the parties' properties;



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WHEREAS, the parties have agreed to an easement for a shared Gate and enter into an agreement controlling the use of and sharing in the costs of maintaining the Gate as outlined below;

WHEREAS, contemporaneous with the execution and recording of this Gate Easement, the Alderbrook Community Association shall record an amendment to the Covenants to include the interest created herein as a "Common Property" as defined in the Covenants for the purposes of administering maintenance, repair and assessing costs related to the Gate Easement.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties covenant and agree as follows:

1. **Easement**. Grantors do hereby grant to Grantees a nonexclusive easement which will run with the land for installation, use and maintenance of a Gate to regulate vehicular access to Alderbrook Lane and the Pederson/Holt property over that portion of Grantors' property legally described as set forth in Exhibit "B".

2. **Purpose**. The Gate Easement identified herein shall be non-exclusive and shall be for the purpose of serving one single family residence (with associated structures) and any other permitted uses (e.g. accessory dwellings) on residential lots within the properties identified above. The use may not be expanded except to accommodate any future subdivision of any of the properties or unless such expansion of use is specifically agreed to in writing by all of the parties, their successors, heirs, or assigns.

3. **Maintenance and Repair**. Each of the parties agrees to maintain the existing easement area and Gate in good mechanical and aesthetic condition and to use the easement area and Gate in a manner as to not damage the same. In the event that any party damages the easement area or Gate, the cost of repairing such damage shall be born by the person causing the damage. The cost of the maintenance shall be allocated and paid on a pro-rata basis based upon the total number of lots serviced by the Gate Easement. If any party believes that maintenance of the Gate is required, that party shall provide written notice to all of the other parties identifying the repairs believed



to be necessary, along with a bid or estimate for the costs for such repairs. Any party objecting to such maintenance, or to the costs thereof, must provide written notice of its objection to all other parties within 5 days of the receipt of the notice originally given. Repairs shall commence no less than 14 days after the date of the initial notice herein. If no objection is provided by any of the other parties, each of the other parties shall be obligated to pay their portion of the cost of repairs.

4. Assessment of Costs. For the limited purposes of assessment and collection of costs related to this Gate Easement **only**, Grantees Pedersen and Holt agree to be bound by the Covenants, as now or hereafter amended. Specifically, said Grantees agree to abide by the provisions of Section 6 of the Covenants. Grantee Association will administer assessment and collection and any notice required under this Agreement directed to the Association shall be sufficient notice as to any single member of the Association. Contemporaneously with this Gate Easement, the Association shall execute and record an amendment to the Covenants consistent with the terms of this Agreement.

At or before execution of this Easement, the Association shall contribute eighteen thousand dollars (\$18,000) to fund the initial construction of the Gate. Likewise, Pederson and Holt shall collectively contribute twelve thousand dollars (\$12,000) to fund initial construction. Construction will be coordinated by the Association.

5. Subdivision of Properties. The parties anticipate that future subdivision of their respective properties may be allowed by law. To this limited extent, the parties shall not be restricted from the expanded use of this Gate Easement. At such time land division is complete (i.e. lots are established as legal lots of record), the total number of lots assessed under this Gate Easement shall increase by the number of lots so added. Each additional lot shall contribute three thousand dollars (\$3,000) as a fee for gate and/or roadway maintenance to be allocated at the sole discretion of the Association.

6. Binding Effect. In all respects, the provisions of this agreement shall be construed and interpreted as covenants which run with and are appurtenant to the land



of the parties above described, and shall be binding upon and inure to the benefit of the heirs, assigns, successors to and personal representatives of the parties hereto.

7. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

8. **Severability.** Invalidation of any of the provisions of this agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. **Entire Agreement.** This agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

10. **Dispute Resolution - Binding Arbitration.** The parties desire to establish a fair and rapid process to resolve any and all disputes arising out of or related to this Agreement. Accordingly, any such disputes shall be resolved as follows:

Stage 1: Each party is required to immediately notify the other parties, in writing, of each and every dispute or disagreement arising out of or related to this Agreement. Upon such written notification, the parties shall, as soon as practicable but in no event longer than 5 days, meet and negotiate in good faith to resolve any such disputes. If the dispute is resolved by such a meeting, the terms and conditions of the resolution shall be reduced to writing and signed by all parties. If the parties cannot resolve the dispute as provided in this paragraph, the dispute shall be resolved as set forth below:

Stage 2: If any such dispute identified above is not resolved within 5 days from notification of such dispute, the matter shall be transferred for resolution through **binding non-appealable** arbitration pursuant to a RCW 7.04A. The party wishing to have the dispute referred to binding arbitration shall provide written notice to each and every Party within 10 days following the meeting described in Stage 1. Such notice shall include the name of the proposed arbitrator. If the parties cannot agree to an arbitrator, a judge of the Skagit County Superior Court shall select the arbitrator at the first available civil motions calendar or as soon as is practicable following the notice of referral of the matter to binding arbitration. The Rules for Mandatory Arbitration for Skagit County shall




control the procedures of the arbitration. The arbitration shall be heard in Mount Vernon, Washington within 30 days from the date the non-filing party was provided notice of the arbitration unless otherwise agreed to in writing by the parties. The decision of the arbitrator shall be binding and non-appealable. At the election of any party, the decision of the arbitrator may be filed with the Skagit County Superior Court for enforcement of the terms of the arbitrator's decision. The prevailing party in such arbitration shall be entitled to its attorney's fees and costs, in an amount determined by the arbitrator.

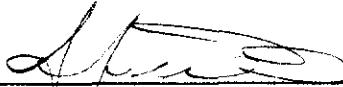


IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

GRANTORS:



DANIEL J. FAIRBANKS



SONORA D. FAIRBANKS

GRANTEES:

ALDERBROOK COMMUNITY ASSOCIATION

By: 

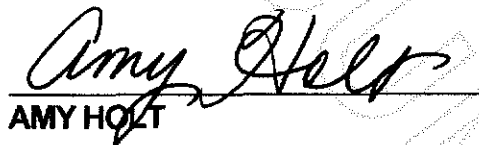
ADAM WARE President



ERIC PEDERSON





DEAN HOLT



AMY HOLT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 31 2006

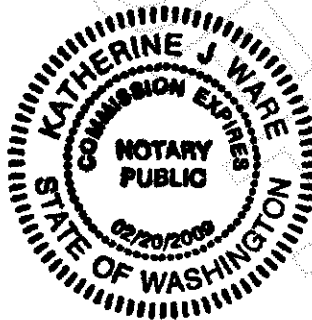
Amount Paid \$ 
By Skagit Co. Treasurer
 Deputy



200610310220
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 14th day of October, 2006, before me personally appeared DANIEL J. and SONORA L. FAIRBANKS, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

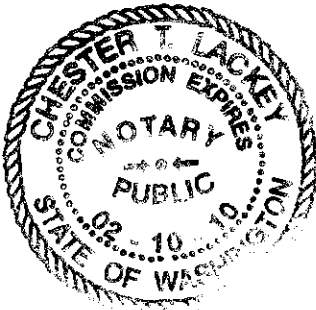


GIVEN UNDER my hand and official seal the day and year first above written.

Katherine J. Ware
Notary Public in and for the State of Washington,
residing at Skagit County, Mt. Vernon
My Commission Expires 02/20/09

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 17th day of Oct, 2006, before me personally appeared ADAM WARE, to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on its behalf.



GIVEN UNDER my hand and official seal the day and year first above written.

Chester T. Lackey
Notary Public in and for the State of Washington,
residing at Bellingham
My Commission Expires 2/10/10



STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 14th day of October, 2006, before me personally appeared ERIC PEDERSON, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

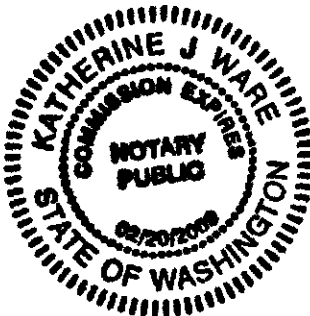


GIVEN UNDER my hand and official seal the day and year first above written.

Katherine J. Ware
Notary Public in and for the State of Washington,
residing at Skagit County, Mt. Vernon
My Commission Expires 02/20/09

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 14th day of October, 2006, before me personally appeared DEAN and AMY HOLT, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN UNDER my hand and official seal the day and year first above written.

Katherine J. Ware
Notary Public in and for the State of Washington,
residing at Skagit County, Mt. Vernon
My Commission Expires 02/20/09

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