

AFTER RECORDING RETURN TO:

Name ALLEN D. BROWN

Address P.O. BOX 341

City, State, Zip BURLINGTON, WA 98233



200705010142

Skagit County Auditor

5/1/2007 Page

1 of

7 12:00PM

LAND TITLE OF SKAGIT COUNTY

124662-5e

Grantor/Grantee	BMC Building, LLC Brown, Allen and Brown, Gwen
Grantee/Grantor	BMC Building, LLC Brown, Allen and Brown, Gwen
Abbrev. Legal	Ptn of Tract 50, PLAT OF BURLINGTON ACREAGE, Vol. 1, p.49
Tax Parcel Nos.	3867-000-050-0807/P62651; 3867-000-050-1508/P62659

Declaration of Easements

The parties to this declaration, hereafter referred to as the "declarants", are BMC BUILDING, LLC, a Washington limited liability company, and ALLEN D. BROWN and GWEN E. BROWN, husband and wife.

BMC BUILDING, LLC, a Washington limited liability company, is owner of the following described real property located in Skagit County, Washington:

For legal description, see "EXHIBIT A", by this reference made a part hereof.

Address: 235 West Rio Vista Avenue, Burlington, Washington 98233
Tax Account Nos. 3867-000-050-0807/P62651

ALLEN D. BROWN and GWEN E. BROWN, husband and wife, are owners of the following described real property located in Skagit County, Washington:

For legal description, see "EXHIBIT B", by this reference made a part hereof.

Address: 275 West Rio Vista Avenue, Burlington, Washington 98233
Tax Account Nos. 3867-000-050-1508/P62659

The declarants desire to create certain reciprocal easements for parking and vehicular and pedestrian access described below and to subject the above referenced properties to easements, restrictions and covenants set forth herein for to protect the value and desirability of the properties.

1. DECLARATION OF EASEMENT FOR ACCESS AND PARKING

The Declarants hereby declare, grant, convey to each other Declarant and reserve unto themselves and to the future owners of the above described tracts, for their use and for the use of their permittees, a non-exclusive easement for vehicle and pedestrian ingress, egress, and parking over the paved driveway, parking areas and sidewalks lying within their respective parcels, as constructed and maintained for such use and passage, subject to the following restrictions:

It is intended that the reciprocal parking easements granted are for "over flow" parking of clients, customers, and other invitees and licensees of the declarants and their successors. It is intended that the owners, tenants, and employees of the respective parcels shall park their vehicles only on the respective tract where such person is an owner, tenant or employee.

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, together with the benefit of and subject to the provisions of this easement agreement.

2. MAINTENANCE

The Declarants and each of the subsequent owners, assigns or successors in interest, shall bear the cost and expense of maintaining and repairing in good condition the driveway, parking spaces and sidewalks lying within their respective parcels.

However, in order to more provide for more efficient and economic maintenance and repair, the parties shall meet at least once annually, or more frequently as may be necessary, to determine the extent of repairs and maintenance as shall be required whether it would be advisable for them to cooperate in arranging for the maintenance and/or repair. If they decide to cooperate, expenses shall be shared equally by owners of the two parcels. It is understood that the maintenance and repair of the driveway and parking areas is for the benefit of all property owners and, following any such agreement to share costs of maintenance and/or repair, the property of any such owner failing to pay his proportionate share as provided in such agreement shall be subject to a lien, an assessment for the agreed share of such costs; and any other property owner paying the share of a benefited property owner, who fails to pay the same, shall be entitled to a lien again his property which may be foreclosed in the manner provided by law, together with



costs of enforcement, including a reasonable attorney's fee and interest at the rate of 12% per annum or the judgment rate, whichever is higher.

3. 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.

4. NO PARTNERSHIP INTENDED

None of the terms or provisions of this agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or member of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

5. NO DEDICATION TO THE PUBLIC

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the property described or referenced herein to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

6. SEVERABILITY

Invalidation of any of the provisions contained in this agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

7. ENFORCEMENT

Each owner of any portion of the property, 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. Any dispute between the parties arising out of this easement agreement shall be submitted first to mediation and then to arbitration, pursuant to the arbitration rules of the Skagit County Superior Court or other rules acceptable to the



parties.

8. ATTORNEYS' FEES

In any proceeding by arbitration or litigation 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.

BMC BUILDING, LLC:

By:

Timothy K. Reichert
Name/Title TIMOTHY K. REICHERT,
MANAGER

Allen D. Brown
Allen D. Brown

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 01 2007

Gwen E. Brown
Gwen E. Brown

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

Amount Paid \$
Skagit Co. Treasurer
Deputy

I certify that I know or have satisfactory evidence that ALLEN D. BROWN and GWEN E. BROWN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

Dated: APRIL 30, 2007.



Karen Ashley

Print Name: KAREN ASHLEY
NOTARY PUBLIC in and for the State of
Washington, residing at MOUNT VERNON.

My appointment expires: 9/11/2010



STATE OF WASHINGTON)

: ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
TIMOTHY K. REICHERT

is are the person(s) who appeared before me, and said person(s) acknowledged that HE/SHE signed this instrument, on oath stated that HE/SHE was authorized to execute the instrument and acknowledged it as ~~MANAGER~~ of BMC BUILDING, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. *MANAGER

Dated: April 30th, 2007.



Karen Ashley

Print Name: KAREN ASHLEY
NOTARY PUBLIC in and for the State of
Washington, residing at MOUNT VERNON

My appointment expires: 9/11/2010



EXHIBIT A
BMC Building, LLC
Legal Description

PARCEL A:

That portion of the East 1/2 of Tract 50, Flat of the Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington, lying Southerly of the Great Northern Railway right-of-way, described as follows:

Beginning at a point on the South line of said Tract 50, at a point 380 feet West of the Southeast corner thereof; thence West 100 feet; thence North 130.49 feet, more or less, to the Southerly line of said Railway right-of-way; thence Northeasterly, along said Southerly line, a distance of 112.48 feet, more or less, to a point due North of the Point of Beginning; thence South a distance of 181.97 feet, more or less, to the Point of Beginning.

PARCEL B:

A non-exclusive easement for ingress, egress and utilities over, under and across that portion of the aforementioned Tract 50 more particularly described as follows:

Beginning at a point on the South line of said Tract 50, at a point 480 feet West of the Southeast corner thereof; thence West along said South line a distance of 20 feet; thence North to the Southerly line of the Railway right-of-way; thence Northeasterly along said Southerly line to a point due North of the Point of Beginning; thence South a distance of 130.49 feet, more or less, to the Point of Beginning.

Situate in the County of Skagit, State of Washington.



EXHIBIT B
Allen D. Brown and Gwen E. Brown
Legal Description

That portion of the East ½ of Tract 50, Plat of the Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the South line of said Tract 50, at a point 480 feet West of the Southeast corner thereof;
Thence West a distance of 120 feet to a point 600 feet West of the Southeast corner thereof;
Thence North to the South line of the Great Northern Railway right-of-way;
Thence Northeasterly along the South line of said right-of-way to a point due North of the point of beginning;
Thence South to the point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

