



200810280111

Skagit County Auditor

10/28/2008 Page 1 of 3 3:22PM

When recorded return to:

Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98225

CHICAGO TITLE CO.

1963123

Grantor: Rock Ridge South, LLC

Grantee: DG Construction, LLC and Maleaux, LLC

Abbreviated Legal Description: Lot 17 Plat of Rock Ridge South Phase I

Assessor's Tax Parcel Numbers: P125839 (Lot 17) and P125838 (Lot 16) *Easement*

Reference Number of Related Documents: N/A

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 28 2008

DECLARATION OF EASEMENT

Amount Paid \$ *0*
Skagit Co. Treasurer *Emery*

1. Declarant, Rock Ridge South, LLC, a Washington limited liability company, does hereby establish an easement for ingress, egress, drainage and utilities over and across the real property described below, as well as provide for maintenance of the driveway over the same, and the same shall be binding on all persons acquiring any right, title or interest therein.

2. The property over which the subject easement lies is described as follows:

The southerly nine (9) feet of Lot 17 Plat of Rock Ridge South Phase I, according to the duly recorded plat thereof, recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington.

3. The Grant of Easement shall benefit, be appurtenant to, and run with, the real property described as:

Lot 16 Plat of Rock Ridge South Phase I, according to the duly recorded plat thereof, recorded January 24, 2007, under Auditor's File No. 200701240094, and amended by Auditor's File No. 200701250133, records of Skagit County, Washington.

4. The owners of Lots 16 and 17 shall equally share in the costs of maintaining the driveway of the easement described herein, provided that any damage to the driveway resulting from any action or omission of any of the owners of property benefitted by the same, including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense.

5. The provisions set forth herein shall touch, concern, and run with the land. Any or all of the lots owners subject to the provisions of this Declaration are specifically given the right to enforce this Declaration via any proceedings, whether sounding in law, in equity or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s). If any legal action or proceeding is brought arising from this Declaration or the duties or obligations imposed herein, then the prevailing party in such action or proceedings shall be entitled to its reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Agreement this 27th day of OCTOBER 2008.

GRANTOR

GRANTEE

Rock Ridge South, LLC

DG Construction, LLC

By: [Signature]
Anthony Malo, Jr.
Member

By: [Signature]
Anthony L. Malo, Jr.
Member

Maleaux, LLC

By: [Signature]
Gregoire Malo
Member

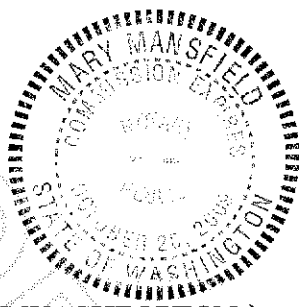
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 27th day of OCT 2008, before me personally appeared **Anthony Malo Jr.**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed on behalf of **Rock Ridge South, LLC**, acknowledging due authority for same, for the uses and purposes therein mentioned.

Dated this 27th day of OCT 2008.



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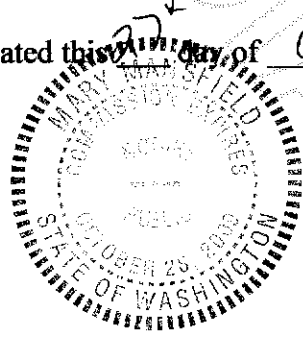


Mary Mansfield
Notary Public in and for the State of Washington
Residing at Amesbury
My commission expires 10-28-09

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 29th day of Oct. 2008, before me personally appeared **Anthony Malo Jr.**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed on behalf of **DG Construction, LLC**, acknowledging due authority for same, for the uses and purposes therein mentioned.

Dated this 29th day of Oct. 2008.

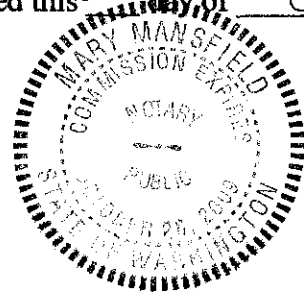


Mary Mansfield
Notary Public in and for the State of Washington
Residing at Amesbury
My commission expires 10-28-09

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 28th day of Oct. 2008, before me personally appeared **Gregoire Malo**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed on behalf of **Maleaux, LLC**, acknowledging due authority for same, for the uses and purposes therein mentioned.

Dated this 28th day of Oct. 2008.



Mary Mansfield
Notary Public in and for the State of Washington
Residing at Amesbury
My commission expires 10-28-09



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