



201111010029

Skagit County Auditor

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6 11:05AM

Return Address:

SCHACHT LAW OFFICES
2801 MERIDIAN STREET SUITE 202
BELLINGHAM WA 98225-2400

LAND TITLE OF SKAGIT COUNTY

M-19342

ACCOMMODATION RECORDING

Document Title(s) (for transactions contained therein): 1. COMMON WALL AGREEMENT 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page of documents(s))
Grantor(s) 1. STUART HUTT 2. LAURIE HUTT 3. 4.
Additional Names on page _____ of document.
Grantee(s) 1. LAKE WHATCOM PROPERTIES LLC 2. 3. 4.
Additional Names on page _____ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) PTN LOTS 10 & 11 BLOCK S MAP OF LACONNER
Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number P102000 & P74071
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

COMMON WALL AGREEMENT

This agreement made and entered into by and between STUART HUTT and LAURIE HUTT, husband and wife, (collectively HUTT), and LAKE WHATCOM PROPERTIES, LLC, a Washington State Limited Liability Company (LWP),

WITNESSETH:

WHEREAS, HUTT owns the property described in EXHIBIT 'A' and LWP owns the property described in EXHIBIT 'B', which properties share a common wall.

IT IS THEREFORE AGREED AS FOLLOWS:


1. Each of the parties to this agreement covenant and agree to maintain their respective improvements so as not to in any way damage or threaten the structural integrity of the common wall separating the parties' respective properties.
2. Each of the parties hereby agree to indemnify the other against any damages resulting from any action taken which adversely affects and/or damages the common wall.
3. Each of the parties shall bear equally the costs of any structural repair and/or maintenance deemed necessary resulting from the acts of third parties or which are necessitated through natural deterioration, wear and tear, and/or outside forces which endanger the structural integrity of the wall and/or roof.
4. This agreement shall be binding upon the heirs, successors, and assigns of each of the parties.



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5. In the event the services of an attorney are incurred to enforce any covenant, condition or term of this agreement or to procure an adjudicated or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the nonprevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands this 12 day of October, 2011.


STUART HUTT


LAURIE HUTT


MICHAEL R. SCHACHT, Manager
LAKE WHATCOM PROPERTIES, LLC

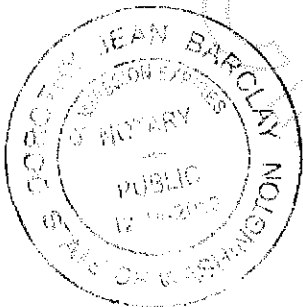


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that STUART HUTT and LAURIE HUTT, husband and wife, 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 for the uses and purposes mentioned in the instrument.

Dated October 12, 2011.



Doris Jean Barclay
Notary Public in and for the State of Washington,
Residing in LaConner
My appointment expires: 12-14-2013

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SKAGIT~~ whatcom)

I certify that I know or have satisfactory evidence that Michael R. Schacht 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 the instrument.

Dated October 27th, 2011.



Laura Mae Holz
Notary Public in and for the State of Washington,
Residing in Bellingham
My appointment expires: April 20, 2014



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EXHIBIT 'A'

The following described real estate situate in Skagit County, state of Washington, to wit:

The West one-half of Lot 10, Block S, 'MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington,

EXCEPT the North 2 feet thereof,

ALSO EXCEPT that portion described as follows:

Beginning at a point 2 feet South and 21.94 feet West of the Northeast corner of the West one-half of said Lot 10; thence South 1.75 feet; thence West 6.5 feet; thence North 1.75 feet; thence East 6.5 feet to the point of beginning.

TOGETHER WITH an easement for ingress, egress and maintenance, repair and utilities over the North 3.97 feet of Lot 11 in said Block S.



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EXHIBIT 'B'

The following described real estate situate in Skagit County, Washington:

The North 2 feet of the West one-half of Lot 10, and the West one-half of Lot 11, Block S, 'MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington.

ALSO, that portion of the West one-half of Lot 10 in said Block S, described as follows:

Beginning at a point 2 feet South and 21.94 feet West of the Northeast corner of the West one-half of said Lot 10; thence South 1.75 feet; thence West 6.5 feet; thence North 1.75 feet; thence East 6.5 feet to the point of beginning.

RESERVING to the Grantors herein an easement appurtenant to Lot 10, which easement shall be for the purposes of ingress, egress, maintenance, repair and utilities over the North 3.97 feet of Lot 11 in said Block S.



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