



201202150019

Skagit County Auditor

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7 11:05AM

RETURN TO:

JOHN W. HICKS
SCHACHT & HICKS
PO BOX 1165
MOUNT VERNON WA 98273

DOCUMENT TITLE: ROAD MAINTENANCE COVENANTS

GRANTOR: SHIRLANN, LLC, a Washington Limited Liability Company

GRANTEE: McNEIL, GARY
McNEIL, LaDONNA

ABBREVIATED LEGAL DESCRIPTION:

Lots 1 and 2 Short Plat No. PLO8-431

ADDITIONAL LEGAL DESCRIPTION ON EXHIBIT "A" OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER: Lot 1 - 350717-1-011-0107
Lot 2 - 350717-1-011-0200

ROAD MAINTENANCE COVENANTS

SHIRLANN, LLC, a Washington Limited liability company, (SHIRLANN) hereby declares and imposes the following Road Maintenance Covenants.

1. SHIRLANN is the owner of the real property described in EXHIBIT "A", with a dedicated easement over and across Lot 2 of the short plat described in EXHIBIT "A".

2. The road benefits and burdens the real properties described as Lots 1 and 2 of Short Plat No. PLO8-431, recorded under Skagit County Auditor's No. 201001210038, being a portion of the NE 1/4 of Section 17, Township 35 North, Range 7 E., W.M.

3. The owners of Lots 1 and 2 of the above short plat described in EXHIBIT "A" shall be equally liable for road maintenance, costs and expenses attributable to the maintenance and improvements to that portion of the road described in EXHIBIT "A" and depicted on EXHIBIT "B" that is located within the boundaries of the real property described on EXHIBIT "A".

4. The buyer of Lot 1, GARY McNEIL and LaDONNA McNEIL, agrees to the terms and conditions of these Covenants.

5. The extent and expense of road maintenance or repair shall be agreed by the owners of Lots 1 and 2 of the above described short plat for such improvements or maintenance. If no agreement can be reached, they shall submit the dispute to binding arbitration. The arbitrator shall be selected by the Skagit County Superior Court upon petition for the appointment of an arbitrator if the owners cannot agree upon an arbitrator. The rules of the Washington Arbitration Association Act 7.04A shall govern the resolution of that dispute.

6. Each liable owner shall pay their respective amount due within thirty (30) days of being invoiced. Failure to pay shall cause said amount to be a lien upon the non-paying property owner's property by the filing of a lien pursuant to RCW 60.04. Said lien need only be signed by the other liable property owner.

7. The terms, covenants and conditions of this agreement shall be binding upon the heirs, successors and assigns of the owners of Lots 1 and 2 of the above described short plat and shall be appurtenant to and encumber the respective real properties described in EXHIBIT "A". The parties agree that no permanent buildings and/or structures of any kind shall be erected within 35 feet of either side of the center line of the existing easement across lot 2 Short Plat No. PL08-0431, recorded under Skagit County Auditor's File No. 201001210038, being a portion of the NE 1/4 of Section 17, Township 35 North, Range 7 E., WM. Seller is the owner of Lot 2 above described and the parties further agree that this restriction shall be binding upon the parties of this agreement and the heirs, successors and assigns of the owners of Lots 1 and 2 legally described within the terms of this real estate contract.

8. In the event the services of an attorney are incurred to enforce any covenant, condition or term of this Agreement, or to procure a non-judicial, an adjudicated, involuntary or voluntary termination of any party's rights hereunder, including an action to collect any payment required hereunder, the parties agree that the non-prevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced, together with all court costs,



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DATED: February 6, 2012.

By Howard E. Dorsey, Jr.
HOWARD E. DORSEY, JR.
Authorized signing member

LaDONNA McNEIL

I certify that I know or have satisfactory evidence that HOWARD E. DORSEY, JR. is person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of SHIRLANN, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed name: ~~KAY L. WEGLEY~~
Notary Public in and for the state of
Washington, residing at Mount Vernon.
My appointment expires: 3-15-2012



ACKNOWLEDGMENT PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:
Road Maintenance Covenants

STATE OF Washington
County of King

I certify that I know or have satisfactory evidence that Gary A. McNeil and LaDonna McNeil 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 this instrument.

Dated: February 11, 2012
Jasmine Horton Carroll

Residing at Seattle

My Commission Expires: 9-09-2013

Printed Name: JASMINE HORTON-CARROLL



PARCEL A:

Lot 1, Short Plat No. PL08-431, Approved January 14, 2010, Recorded January 21, 2010, under Auditor File No. 201001210038, Records of Skagit County, State of Washington, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 7 East, W. M.;

Situate within the County of Skagit, State of Washington.

PARCEL B:

That 30 Foot Easement for Ingress, Egress and Utilities, delineated on the face of Short Plat No. PL08-431, Approved January 14, 2010, Recorded January 21, 2010, under Auditor File No. 201001210038, running through Lot 2 of said Short Plat No. PL08-431, Records of Skagit County, State of Washington, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 7 East, W. M.;

Situate within the County of Skagit, State of Washington.

PARCEL C:

Lot 2, Short Plat No. PL08-431, Approved January 14, 2010, Recorded January 21, 2010, under Auditor File No. 201001210038, Records of Skagit County, State of Washington, being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 17, Township 35 North, Range 7 East, W. M.;

Situate within the County of Skagit, State of Washington.

EXHIBIT "A"



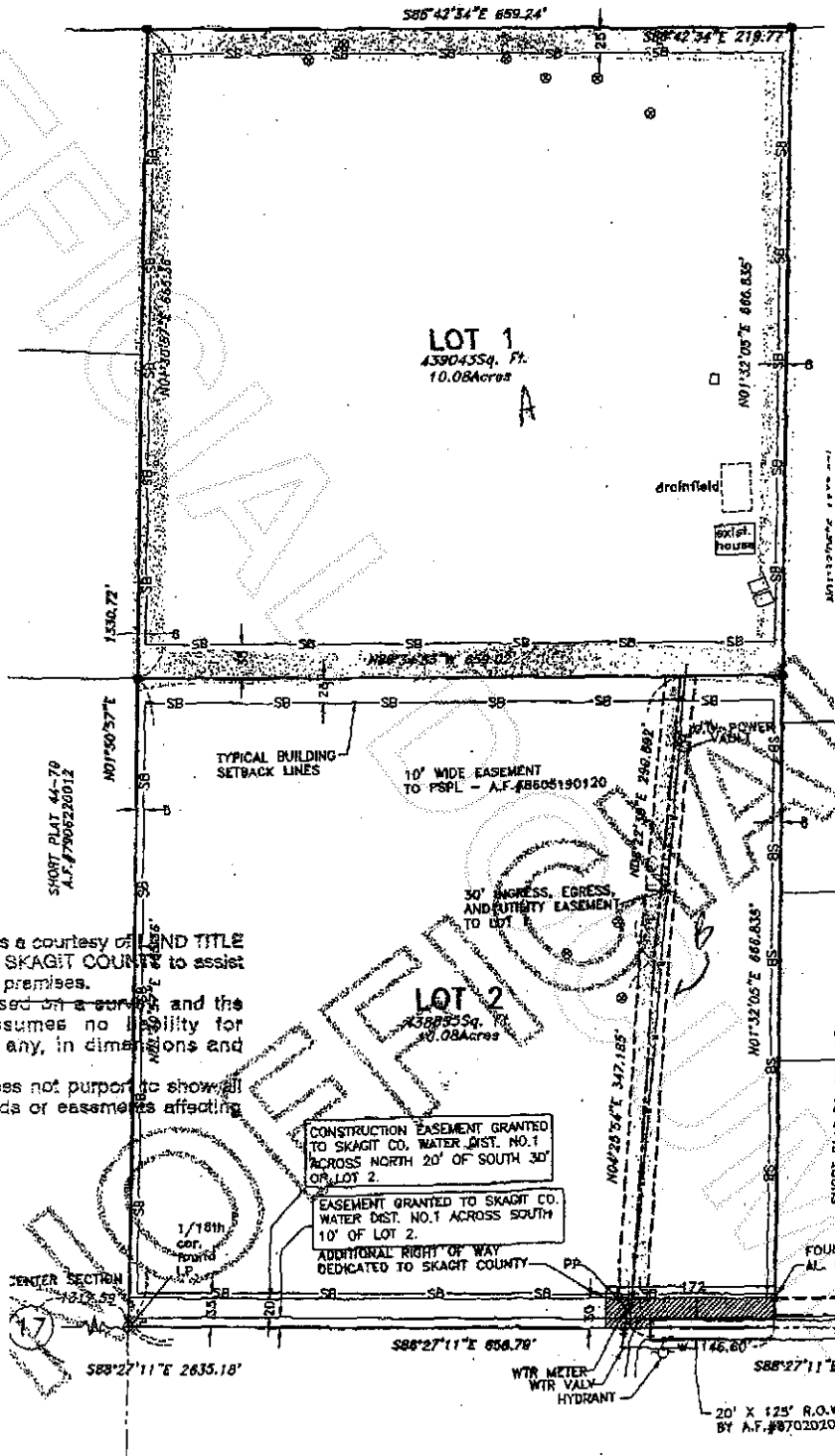
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SHORT PLAT 43-83
A.F. #8408280013



This sketch is a courtesy of LAND TITLE COMPANY OF SKAGIT COUNTY to assist in locating the premises.

It is not based on a survey and the Company assumes no liability for variations, if any, in dimensions and locations.

This map does not purport to show all highways, roads or easements affecting the property.

EXHIBIT "B"



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