



201204300226

Skagit County Auditor

4/30/2012 Page

1 of

7 3:05PM

Document Title:

COMMON DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

Reference Number :

Grantor(s):

additional grantor names on page ____.

1. TERRY D. LOW

2. JEANINE LOW

Grantee(s):

additional grantee names on page ____.

1. TERRY D. LOW

2. JEANINE LOW

Abbreviated legal description:

full legal on page(s) 2.

LT 889 AMENDED SURVEY OF SHELTER BAY DIV 5

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page 2.

P128926

COMMON DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

This Agreement creates and reserves rights and is dated this 30th day of April 2012, and is made by and between Terry D. Low and Jeanine Low (husband and wife hereinafter referred to as "Low").

RECITALS

- A. Via Assignment(s) of Sublease, Low is the owner of two adjoining properties in the Shelter Bay Community. The properties share a driveway. As shown on Exhibit A, the driveway is situated equally on both properties and is bisected (unequally) by the dividing line between the lots. The Lows wish to create by grant and reservation an easement binding both properties for the use and maintenance of the common driveway.
- B. Low is the owner and lessee of 889 Shoshone Dr., La Conner WA (hereinafter referred to as "889 Shoshone") and legally described as:

Address: 889 Shoshone Dr., La Conner, WA
Parcel No.: P128926
Legal Description: Lot 889, "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded on June 2, 1976, in Volume 1 of Surveys, pages 184 to 186, records of Skagit County, Washington, under Auditor's File No. 836134.
Sublease: Short Form Sublease No. 889 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8211090038, Volume 494, Pages 295-296.

- C. Low is the owner and lessee of 888 Shoshone Dr., La Conner WA (hereinafter referred to as "888 Shoshone") and legally described as:

Address: 888 Shoshone Dr., La Conner, WA
Parcel No.: P128925
Legal Description: Lot 888, "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded on June 2, 1976, in Volume 1 of Surveys, pages 184 to 186, records of Skagit County, Washington, under Auditor's File No. 836134.
Sublease: Short Form Sublease No. 888 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8807280035, Volume 769.



- D. Low wishes to grant and reserve an easement and establish covenants to regulate the use and maintenance of the common driveway depicted on Exhibit A attached.

AGREEMENTS

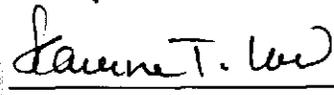
In consideration of the foregoing recitals and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

1. **Mutual Reservation and Grant of Driveway Easement:** The owner of 889 Shoshone hereby grants and reserves to the owner of 888 Shoshone and reserves to itself for the benefit of 889 Shoshone, a non-exclusive perpetual easement over the Driveway Easement Area as depicted on Exhibit A attached. The owner of 888 Shoshone hereby grants and reserves to the owner of 889 Shoshone and reserves to itself for the benefit of 888 Shoshone, a non-exclusive perpetual easement over the Driveway Easement Area as depicted on Exhibit A attached.
2. **Purpose of Driveway Easement:** The Driveway Easement Area shall be utilized for pedestrian and vehicle access, ingress and egress serving 888 Shoshone and 889 Shoshone.
3. **Maintenance of Driveway Easement Area:** The owners of 888 Shoshone and 889 Shoshone agree to perform and shall share equally in the cost of the following maintenance activities: weekly leaf blowing and annual professional cleaning. There shall be no salting of the Driveway Easement Area. No owner shall use corrosive solvents, chemicals or materials on the Driveway Easement Area that may stain, discolor or otherwise damage the driveway surface. All maintenance methods shall be uniform over the entire Driveway Easement Area.
4. **Repairs to the Driveway Easement Area:** If and when repair of the driveway becomes necessary for any reason other than the negligence or intentional misconduct of a user, each owner, and their respective successors and assigns, shall share equally in the costs of such repairs. Any repair that is required because of the negligence or intentional misconduct of a user shall be the responsibility of such user. All repair methods shall be uniform over the entire Driveway Easement Area.
5. **Use of the Driveway Easement Area:** No owner shall allow their vehicles or the vehicles of their guests to park on the Driveway Easement Area or to obstruct the driveway in any manner. No owner may use the Driveway Easement Area for activities which may create a nuisance.



6. **Benefit and Burden:** The covenants contained in this Agreement shall run with each Sublease and property and shall be binding upon and inure to the benefit of the respective owners and lessees of such properties and subleases and their respective successors in interest.
7. **Dispute Resolution:** Any dispute between the parties arising out of this Agreement shall be submitted to binding arbitration. The party demanding arbitration shall deliver a written demand to the other party, which demand shall describe the dispute and requested relief in sufficient detail to inform the other of the nature and scope of the dispute. The parties shall then agree upon an arbitrator. The arbitration proceedings shall, subject to the discretion of the arbitrator given the nature and scope of the dispute, allow reasonable discovery in accordance with the Rules of Civil Procedure applicable to suits in the Superior Court for the State of Washington. If the parties are unable to agree upon an arbitrator within 20 days of delivery of the demand, either party may submit the demand to the American Arbitration Association for selection of an arbitrator in accordance with its Arbitration Rules for the Real Estate Industry.
8. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, Skagit County.

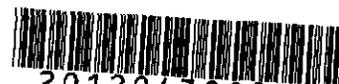

Terry D. Low


Jeanine Low

Encement Only
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 30 2012

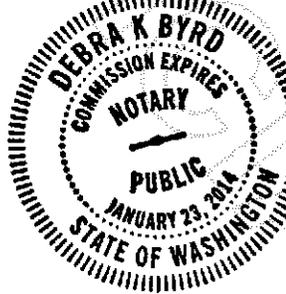
Amount Paid \$ *0*
Skagit Co. Treasurer
By *ka* Deputy



STATE OF Washington)
) ss.
COUNTY OF Skagit)

On this 30th day of April, 2012, before me, personally appeared **TERRY D. LOW**, and said person acknowledged that he/she signed this instrument as a free and voluntary act, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Debra K Byrd
Notary Public in and for the State of Washington
Residing at: La Conner
My Appointment Expires: 01-23-2014

STATE OF Washington)
) ss.
COUNTY OF Skagit)

On this 30th day of April, 2012, before me, personally appeared **JEANINE LOW**, and said person acknowledged that he/she signed this instrument as a free and voluntary act, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Debra K Byrd
Notary Public in and for the State of Washington
Residing at: La Conner
My Appointment Expires: 01-23-2014

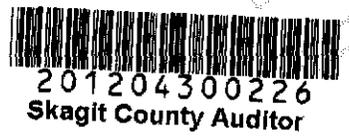


EXHIBIT A.1

NO OFFICIAL USE

53' 10"



201204300226
Skagit County Auditor