



201211010062

Skagit County Auditor

WHEN RECORDED RETURN TO:

11/1/2012 Page

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6 1:59PM

Portalis, LLC
4819 Portalis Way
Anacortes, WA 98221

DOCUMENT TITLE(S):

Common Driveway Easement Agreement

GUARDIAN NORTHWEST TITLE CO.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

A104439-4

GRANTOR:

496404 Washington, Inc., a Washington Corporation

GRANTEE:

David W. Struss and Daryl Marie Struss, Trustees of the David and Daryl Struss Living Trust, dated April 9, 2004

ABBREVIATED LEGAL DESCRIPTION:

Lots 21 and 22, Portalis Island Homes Condominium

TAX PARCEL NUMBER(S):

P122176; P122177

COMMON DRIVEWAY EASEMENT AGREEMENT

THIS COMMON DRIVEWAY EASEMENT AGREEMENT, made this the 25TH day of October, 2012, by and between David W. Struss and Daryl Marie Struss, Trustees of the David and Daryl Struss Living Trust the purchaser of 1303 Portalis Ct., Anacortes, WA 98221, and their heirs, personal representatives, assigns, and successors in interest ("First Owner") and 496404 Washington, Inc., a Washington Corporation, and its heirs, personal representatives, assigns, and successors in interest ("Second Owner").

1. BACKGROUND INFORMATION AND DESCRIPTION OF EASEMENT:

1.1. The First Owner is the purchaser of real property described as:

Lot 21, Parcel 122176, Portalis Island Homes Condominium of the City of Anacortes, County of Skagit, State of Washington

Also known as 1303 Portalis Ct., Anacortes, WA, 98221 and *hereinafter* referred to as "Lot 21".

1.2. The Second Owner is the owner of real property described as:

Lot 22, Parcel 122177, Portalis Island Homes Condominium of the City of Anacortes, County of Skagit, State of Washington

Also known as 1305 Portalis Ct., Anacortes, WA, 98221 and *hereinafter* referred to as "Lot 22".

1.3. Lot 21 and Lot 22 share a common boundary. Vehicular access to the garage areas of the dwellings constructed, or to be constructed, on Lot 21 and Lot 22 is or will be partially a common driveway (the "Common Driveway"). There shall be an access easement for the Common Driveway portion, described as follows and subject to the terms of this agreement

1.3.1 An access easement over that portion of the driveway located on Lot 21 east of a line extending in a southerly direction straight and contiguous with the westerly foundation wall of the dwelling on Lot 22 as constructed; commencing from the point formed by the intersection of such line at the common boundary between Lot 21 and Lot 22 to a point on the southerly edge of the Lot 21 driveway.

1.3.2 It is the intent of this agreement that the driveway area subject to this agreement Attached as Exhibit A is an example of the Common Driveway easement area, which is depicted with cross-hatching. Exhibit A is for illustrative purposes only. The actual relative location and dimensions of dwelling structures, driveways, other improvements, and the Common Driveway easement will vary depending on the actual dimensions and locations of improvements on Lot 21 and Lot 22.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 01 2012



201211010062

Skagit County Auditor

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

Common Driveway Easement Agreement

2. CONSIDERATION AND CREATION OF COMMON DRIVEWAY EASEMENT: For the mutual covenants and agreements exchanged between the parties hereto and without monetary consideration the First Owner hereby sells, conveys and quit claims a perpetual easement for ingress and egress through the Common Driveway. First Owner hereby establishes and creates for the benefit of Second Owner and Second Owner's heirs, successors, assigns and personal representatives a mutual, reciprocal and non-exclusive easement to use the Common Driveway for ingress and egress to and from Lot 22. This easement shall be an easement appurtenant to the Second Owner's property described above (Lot 22), and shall inure to the benefit of the Second Owner's grantees, heirs, successors, assigns and personal representatives, subject to the conditions set forth herein.

3. SCOPE OF USE - PROHIBITION ON PARKING IN OR OBSTRUCTING THE COMMON DRIVEWAY EASEMENT. The easement granted herein shall be limited to ingress and egress, and the scope of use shall be limited to vehicular and pedestrian traffic associated with single family residential use to the extent permitted by the Declaration of Covenants, Conditions, Restrictions for the Portalis Island Homes Condominium Association recorded as number 200412080102 in the records of the Skagit County Auditor (the "Declaration for Portalis Island Homes Condominium") and the First Amendment to Declaration for the Portalis Island Homes Condominium Association as number 200808150146 in the records of the Skagit County Auditor. Neither party shall park any vehicle, nor allow any object, personal property, or any other thing to remain on or obstruct the Common Driveway. The parties to this agreement may seek immediate injunctive relief from a court of competent jurisdiction in Skagit County, Washington to enforce this agreement. The parties may have vehicles blocking access towed by a licensed towing operator.

4. USE AND MAINTENANCE OF THE COMMON DRIVEWAY EASEMENT. The First Owner shall be responsible for maintaining that portion of the easement located on the First Owner's property (Lot 21), including repair, maintenance, and snow removal. The Second Owner shall be responsible for maintaining that portion of the easement located on the Second Owner's property (Lot 22), including repair, maintenance, and snow removal. Nothing in this paragraph shall be construed to prevent the First Owner and the Second Owner from agreeing to share the costs or labor of maintaining the Common Driveway as required in this agreement.

5. SNOW REMOVAL. The First Owner shall remove any snow accumulation equal to or greater than 1" in that area where the Common Driveway is on the First Owner's lot (Lot 21) within 24 hours. The Second Owner shall remove any snow accumulation equal to or greater than 1" in that area where the Common Driveway is on the Second Owner's lot (Lot 22) within 24 hours. Nothing in this paragraph shall be construed to prevent (1) the First Owner and Second Owner from agreeing to share the cost or labor required for snow removal over the entire Common Driveway Easement or (2) either the First Owner or Second Owner from voluntarily removing snow from the entire Common Driveway easement area. Snow removed from the portion of Common Driveway Easement on the First Owner's lot (Lot 21) shall be deposited only on Lot 21 and shall not be deposited anywhere on the Second Owner's lot (Lot 22). Snow removed from the portion of Common Driveway Easement on the Second Owner's lot (Lot 22) shall be deposited only on Lot 22 and shall not be deposited anywhere on the First Owner's lot (Lot 21).

6. TERMINATION AND AMENDMENT. This Common Driveway Easement Agreement shall not be terminated or amended except by the express written agreement of the First Owner and Second Owner as defined in this agreement, approved in writing by the Board of Directors of Portalis Island Homes Condominium Association, and duly recorded in the records of the Skagit County Auditor.



Common Driveway Easement Agreement

7. NO WARRANTY OF TITLE. This easement grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations and rights of way affecting the parties' property.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Deed and Agreement this the day and year first above written.

BY: David W. Struss

David W. Struss, Trustee

BY: Daryl Marie Struss

Daryl Marie Struss, Trustee

Both of 19742 Hi Top Lane, Orange, CA 92869

BY: Allan D. Schroeder

Allan D. Schroeder, President,

496404 Washington Inc.

4819 Portalis Way, Anacortes, WA 98221



STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Allan D. Schroeder is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the President of 496404 Washington, Inc., to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 10-25-12

Vicki L Hoffman
Vicki L Hoffman

Notary Public in and for the State of Washington

Residing at Anacortes, Washington

My appointment expires: 10/08/2013

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that David W. Struss and Daryl Marie Struss signed this instrument, on oath stated that They are authorized to execute the instrument and acknowledged it as the Trustees of The David and Daryl Struss Living Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10-31-12

Vicki L Hoffman
Printed Name: Vicki L. Hoffman

Notary Public in and for the State of Washington

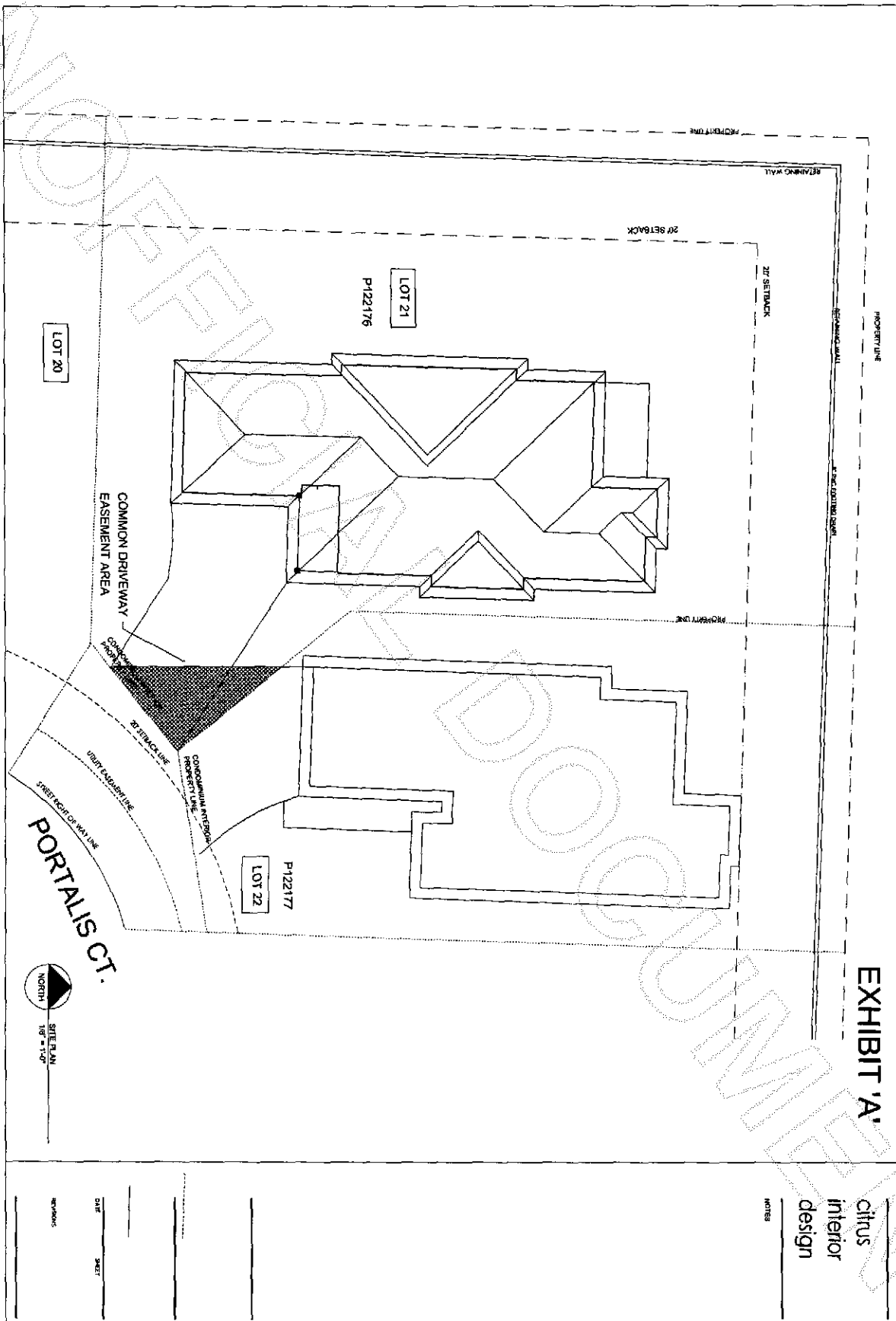
Residing at Anacortes

My appointment expires: 10-8-13



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