

Filed for Record at Request of:

Luke P. Xitco  
Associated Petroleum Products, Inc.  
2320 Milwaukee Way,  
Tacoma, WA. 98421



201211070054  
Skagit County Auditor

11/7/2012 Page 1 of 10 2:16PM

CHICAGO TITLE  
620015643

**DECLARATION OF ACCESS AND UTILITY EASEMENT  
AND COVENANT**

Reference Number(s) of Related Documents (if applicable): n/a

Declarant: GREAT HEIGHTS, LLC, a Washington limited liability company

Grantee: GREAT HEIGHTS, LLC, a Washington limited liability company

Abbreviated Legal Description: City of Anacortes Short Plat PL 12-0264 recorded under Auditor File No. 201210230054

Assessor's Tax Parcel Number: 340203-4-012-0003

THIS DECLARATION OF ACCESS AND UTILITY EASEMENT AND COVENANT (the "Declaration") is made and entered into this 31 day of October 2012 by GREAT HEIGHTS, LLC, a Washington limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in Skagit County, Washington commonly known as Tax Parcel No. 340203-4-012-0003 and legally described as Lots 1 and 2 of City of Anacortes Short Plat PL 12-0264 ("Short Plat") recorded under Auditor File No. 201210230054, being a portion of the Southeast Quarter of Section 3, Township 34 North, Range 2 East of the Willamette Meridian, Situated in Skagit County, Washington ("Land").

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 07 2012

10/31/2012

Amount Paid \$ \_\_\_\_\_  
Skagit Co. Treasurer  
By MAN Deputy

B. Declarant desires to create certain easements and covenant to benefit Lot 1 as provided herein.

NOW, THEREFORE, in consideration of the benefits established herein and other good and valuable consideration, the undersigned establishes the following easements for the benefit of the Land and future owners, as follows:

1. Water Easement. Declarant hereby establishes for the benefit of Lot 1 a non-exclusive, perpetual easement under, across, along, in, upon, and over that portion of Lot 2 described in Exhibit "A" and depicted on the Short Plat to access existing water lines ("Water Easement Area"), together with the right of access to maintain the same.

2. Storm Drainage Easement. Declarant hereby establishes for the benefit of Lot 1 a non-exclusive perpetual easement under, across, along, in, upon, and over that portion of Lot 2 described in Exhibit "B", and depicted on the Short Plat as "water quality pond" ("Storm Drainage Easement Area" or "System"), together with the right of non-exclusive ingress and egress to the Storm Drainage Easement Area for the purpose of construction, maintenance, improvement and repair of the storm water detention system for Lot 1. Declarant reserves the right to connect Lot 2 to the System provided that (i) Declarant shall be responsible for any costs necessary to expand or modify the System to accommodate Lot 2, and (ii) Declarant's use and connection shall not adversely impact Lot 1. Prior to Declarant connecting to the System, Declarant shall provide to the owner of Lot 1 with written notice and copies of any plans or drawings of the work to be performed, and no such work shall be commenced without the Lot 1 owner's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Access Easement. Declarant hereby establishes for the benefit of Lot 2 a non-exclusive, perpetual easement under, across, along, in, upon, and over that portion of Lot 1 described in Exhibit "C" and depicted on the Short Plat to access Lot 2 ("Access Easement"). The owner of Lot 2 shall be responsible for any and all construction costs associated with the Access Easement.

4. Future Maintenance of Utilities and Access: All maintenance costs for the Water Easement Area and Storm Water Easement Area and Access Easement identified above shall be shared among the total lots benefited by those easements or amenities on a per lot basis. This sharing of costs for the utilities shall only apply to those lines and System in common use. Any lines benefitting only one of the lots shall be maintained by that Lot owner at its sole cost and expense.

5. Covenants for Use and Condition of Lots:

5.1 Lot 2 Only. Declarant covenants for the benefit of Lot 1 that the westerly eighty-five feet (85') of Lot 2 shall not be used for any residential use and accessory-related uses allowed under Title 17 of City of Anacortes zoning code including without



201211070054

Skagit County Auditor

limitation, single-family dwellings, multifamily dwellings, boarding and rooming houses, parks, and bed-and-breakfast establishments.

5.2 Both Lots. Declarant, on behalf of future owners of Lots 1 and 2 covenants at all times that Lots 1 and 2 and all improvements thereon shall be operated and maintained in good order, condition and repair, which maintenance shall include, without limitation, maintaining and repairing all the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping, salting/sanding and plowing all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining marking, directional signs, lines and striping as needed, and performing any and all such other duties as are necessary to maintain such exterior areas on Lots 1 and 2 in a clean, safe and orderly condition.

6. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any future Lot owner or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

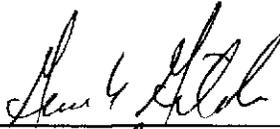
7. Successor Interest. This easement and the rights and obligations hereunder shall run with the Land and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

8. Amendment. Any amendments to this Agreement shall be in writing and signed by the owners of Lots 1 and 2 of said Short Plat.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

**"DECLARANT"**

GREAT HEIGHTS, LLC,  
a Washington limited liability company

By: 

Print Name: Gene E Giller

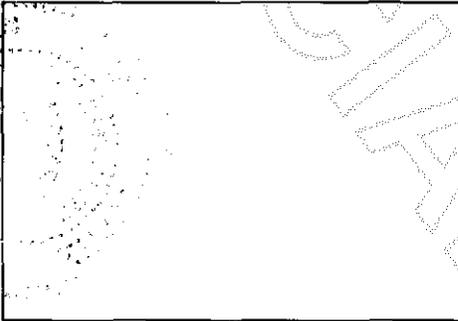
Its: Member



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that Gene Gilden is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Great Heights, LLC** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 31 day of October, 2012.



Notary Seal

Charlene Janz  
Charlene Janz (Name)  
NOTARY PUBLIC in and for the State of  
Washington residing at: 1414 I Ave Anacortes  
My Commission Expires: ~~01-16~~ 01-30-16



201211070054  
Skagit County Auditor

**EXHIBIT "A"**

Water line easement in favor of Lot 1 across Lot 2.

BEGINNING in the Southwest corner of Lot 2, GREAT HEIGHTS SHORT PLAT 12-0264, recorded under Auditor's file No; 201210230054, being a portion of the Southeast Quarter of Section 3, Township 34 North, Range 2 E. W.M.;

Thence South 87°31'02" East 80.11 feet;

Thence North 2°28'58" East 10.00 feet;

Thence North 87°31'02" West 74.60 feet;

Thence North 27°49'00" West 64.45 feet;

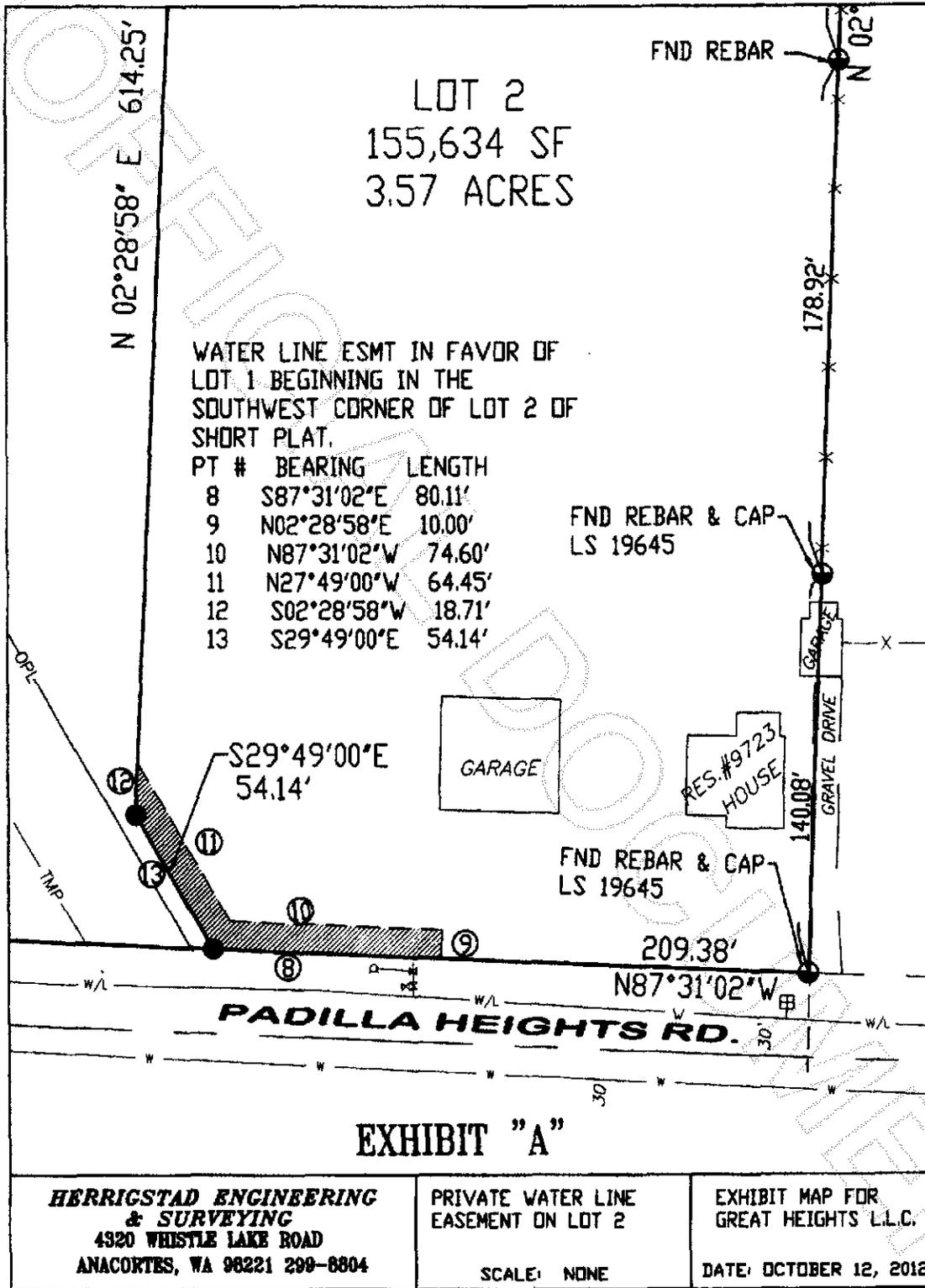
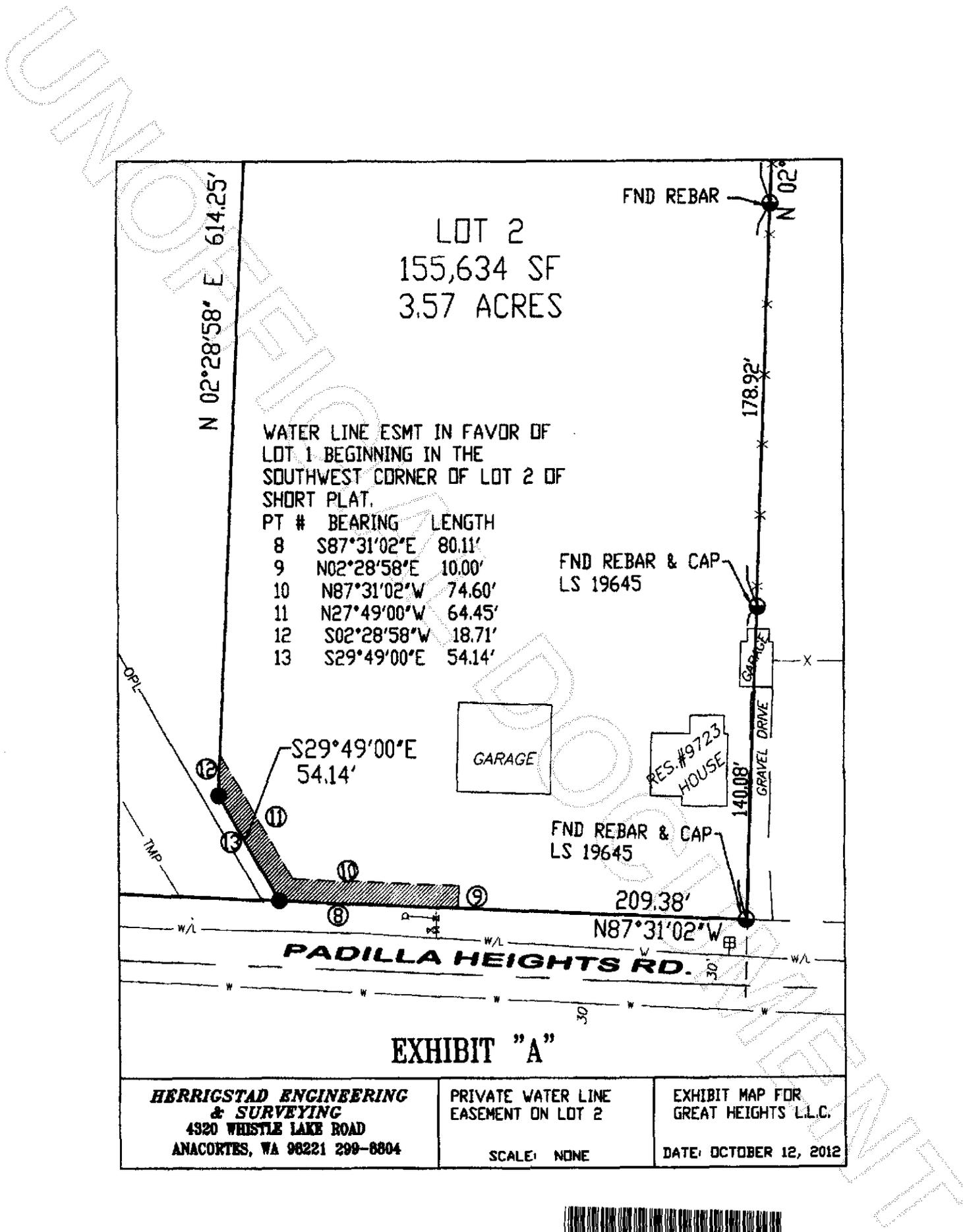
Thence South 2°28'58" West 18.71 feet;

Thence South 29°49'00" East 54.14 feet to the POINT OF BEGINNING.



201211070054

Skagit County Auditor



201211070054

Skagit County Auditor

**EXHIBIT "B"**

Water quality pond and storm drainage easement in favor of Lot 1 across Lot 2.

BEGINNING in the Southwest corner of Lot 2, GREAT HEIGHTS SHORT PLAT 12-0264, recorded under Auditor's file No; 201210230054, being a portion of the Southeast Quarter of Section 3, Township 34 North, Range 2 E. W.M.;

Thence North 29°49'00" West 54.14 feet;

Thence North 2°28'58" East 23.70 feet;

Thence South 29°19'33" East 22.91 feet;

Thence North 87°31'02" East 107.93 feet;

Thence South 2°28'58" West 31.93 feet;

Thence South 62°38'47" East 42.96 feet;

Thence North 87°31'02" West 130.04 feet to the POINT OF BEGINNING.



201211070054  
Skagit County Auditor



**EXHIBIT "C"**

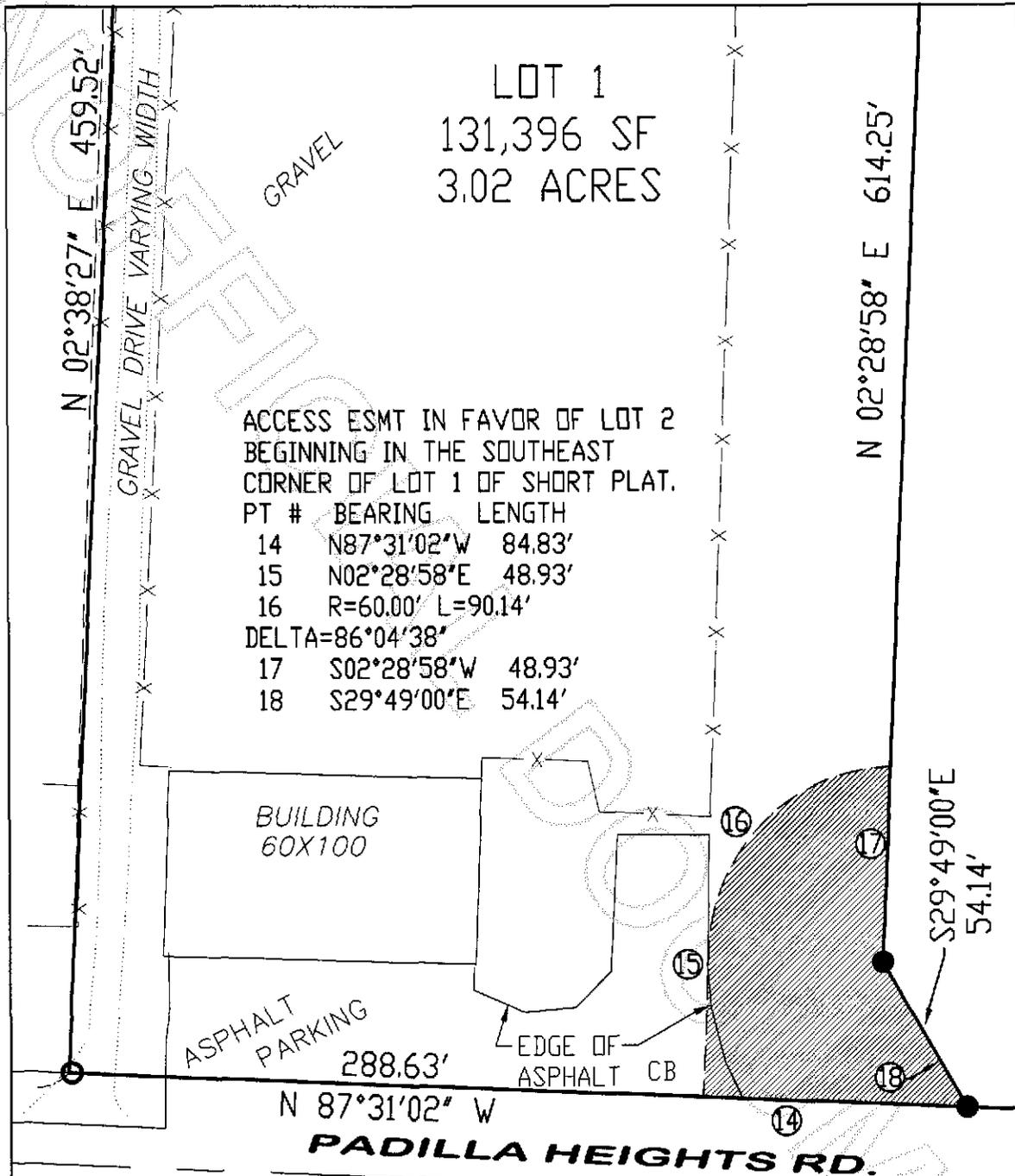
Access Easement in favor of Lot 2 across Lot 1.

**BEGINNING** in the Southeast corner of Lot 1, GREAT HEIGHTS SHORT PLAT 12-0264, recorded under Auditor's file No; 201210230054, being a portion of the Southeast Quarter of Section 3, Township 34 North, Range 2 E. W.M.;  
Thence North 87°31'02" West 84.83 feet;  
Thence North 2°28'58" East 48.93 feet;  
Thence a curve to the right at a radius of 60.00 feet, a curve length of 90.14 feet and an angle of 86°04'38";  
Thence South 2°28'58" West 48.93 feet;  
Thence South 29°49'00" East 54.14 feet to the POINT OF BEGINNING.



201211070054

Skagit County Auditor



**EXHIBIT "C"**

<p><b>HERRIGSTAD ENGINEERING &amp; SURVEYING</b> 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 299-8804</p>	<p>PRIVATE ACCESS EASEMENT ON LOT 1</p> <p>SCALE: NONE</p>	<p>EXHIBIT MAP FOR GREAT HEIGHTS L.L.C.</p> <p>DATE: OCTOBER 12, 2012</p>
--	--	---



201211070054  
Skagit County Auditor