



201311250070

Skagit County Auditor

\$145.00

11/25/2013 Page

1 of

2 11:37AM

**AFTER RECORDING RETURN TO:**

Burton Homes, Inc.  
1801 Grove Street, Unit B  
Marysville, WA 98270

CHICAGO TITLE  
620020493-M

**Document Title:**

Declaration of Easement and Maintenance Agreement for Retaining Walls

**Grantors:**

Burton Homes, Inc., owner of Lots 126 and 127 of the Plat of Digby Heights Phase III recorded under Auditor's File Number 201109190088, Situate in Skagit County, Washington State and their respective heirs, assigns and successors in ownership.

**Grantees:**

Burton Homes, Inc., owner of Lots 126 and 127 of the Plat of Digby Heights Phase III recorded under Auditor's File Number 201109190088, Situate in Skagit County, Washington State and their respective heirs, assigns and successors in ownership.

**Legal Description:**

Those portions of Lots 126 and 127 of the Plat of Digby Heights Phase III recorded under Auditor's File Number 201109190088, Situate in Skagit County, Washington State as more fully described on Page 1 of this document.

**Assessor's Property Tax Parcel/Account Numbers:**

P130989

P130990

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

**DECLARATION OF EASEMENT AND  
MAINTENANCE AGREEMENT FOR RETAINING WALL**

WHEREAS, Burton Homes, Inc., a Washington corporation, is the owner of Lots 126 and 127, Plat of Digby Heights Phase III; and

WHEREAS, Lots 126 and 127 are served by a retaining wall that lies within Lots 126 and 127.

THEREFORE, both Lot 126 and 127 hereby grant, convey, establish and create for the benefit of the other Lot, a non-exclusive easement over, under, along and across those areas of the lot necessary for the placement, maintenance and monitoring, construction, reconstruction, repair, and upkeep of the retaining wall and the related drainage equipment together with the rights of ingress and egress for such purposes. Said easement is a perpetual, appurtenant easement and shall run with the land and be binding on the owners thereof, their successors, heirs and assigns.

By acceptance of a deed to either of these properties, future owners for themselves and their successors in interest covenant and agree that costs for necessary maintenance and ordinary repairs to the retaining wall and/or the related drainage equipment shall be shared evenly by the lots that are served by the wall. The cost of repairs necessitated by damage resulting from the actions of one Lot's owner, guest(s) or invitee(s) shall be the responsibility of that Lot owner.

Grantor/Grantee



11/22/13

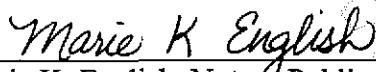
David B. Johnson President  
Burton Homes, Inc.

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the President of Burton Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 11/22/13

**MARIE K. ENGLISH  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
DECEMBER 4, 2015**

  
Marie K. English, Notary Public in and for the  
State of Washington residing at Arlington  
My appointment expires December 4, 2015



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