



201501080045

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REQUEST OF/RETURN TO:

Skagit County Auditor \$149.00
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Lake Campbell Investments, LLC
13955 Donnell Road
Anacortes, WA. 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 08 2015

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

**DECLARATION AND AGREEMENT FOR RECIPROCAL NON-EXCLUSIVE
DRIVEWAY EASEMENT, DRAINAGE, AND UTILITIES MAINTENANCE**

SKAGIT COUNTY SHORT PLAT No. PL14-0304

Grantor (s): Lake Campbell Investments, LLC
Grantee (s): Lake Campbell Investments, LLC
Additional Legal on page (s): 5-6
Abbreviated Legals & Assessor's Tax/Parcel No.'s of Affected Property:

O/S#210 AF#800306 1975 LOT 1 LESS FOLLOWING DESCRIBED TRACT: BEGINNING AT THE NW CORNER OF GOVERNMENT LOT 1; THENCE SOUTH 400 FEET; THENCE EAST 665.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 400 FEET; THENCE WEST 150 FEET; THENCE NORTH 400 FEET; THENCE EAST TO POINT OF BEGINNING. ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING 1600 FEET EAST OF THE NW CORNER OF SECTION 13; THENCE EAST ALONG THE LINE OF THE FENCE ABOUT 460 FEET TO MEAN LINE OF LAKE CAMPBELL; THENCE SOUTHWESTERLY ALONG SAID LINE TO A POINT SOUTH OF POINT OF BEGINNING; THENCE NORTH TO BEGINNING. ALSO EXCEPT SHORELAND ADJACENT. ALSO EXCEPT THE WEST 330 FEET OF THE NORTH 660 FEET. ALSO EXCEPT ROAD (Tax/Parcel No. 340113-2-002-0002 / P19317)

O/S#210 AF#800306 1975 PORTION GOVERNMENT LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 1; THENCE SOUTH 400 FEET; THENCE EAST 665.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 200 FEET; THENCE EAST 300 FEET MORE OR LESS TO SHORELINE OF LAKE CAMPBELL; THENCE NORTHEASTERLY ALONG SHORELINE TO A POINT EAST OF POINT OF BEGINNING; THENCE WEST 300 FEET MORE OR LESS TO THE POINT OF BEGINNING (Tax/Parcel No. 340113-2-014-0008 / P19328).

THIS DECLARATION AND AGREEMENT shall affect the owners of the property to be denominated as Lots 1 and 2 of Short Plat No. PL14-0304, as recorded under Auditor's File No. 201501080038, records of Skagit County, Washington. The Declarant and owner of all the land included in that Short Plat, which is legally described below, is Lake Campbell Investments, LLC, a Washington Limited Liability Company. Lake Campbell Investments, LLC shall henceforth be referred to as the "Developer" of said Short Plat No. PL14-0304.

RECITALS

- A. Access from that county road commonly known as Donnell Road to the individual residential lots in the above-referenced Short Plat No. PL14-0304 shall continue to be by means of a common, private driveway easement depicted in the plat map. The driveways as constructed (including the portion of driveway that is on land owned by Joyce Arlene Iverson - Assessor's Tax/Parcel No. 340113-2-002-0100 / P110590 - "the Iverson property") may require future improvements and continued maintenance. Further, certain common utilities may be shared along the driveway, and these may require future improvements and continued maintenance.
- B. Following any initial regrading, reconstruction and/or extension of the driveway, open ditches, and common utilities by the "Developer" as a condition of approval of this Short Plat, it is intended that the cost of maintaining the driveway, open ditches, and common utilities shall be borne equitably by the owners of the lots served by the same.
- C. It is further intended by the Declarants that this Declaration and Agreement for Reciprocal Driveway Easement, Drainage, and Utilities Maintenance shall be a perpetual covenant running with the land as to the aforesaid owners, successors, or assigns.

Now, therefore, the Declarants hereby declare that the lots above-described shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions:

1. The owners of each of the two lots described above grant to one another a non-exclusive perpetual easement over, under, and above the land delineated on the Plat Map as "Access, Utility & Drainage Easement" for the purposes, and subject to the terms and conditions expressed herein. The location of the land subject to said Easement shall be determined with reference to the true centerline of the driveway as it exists on the date this document is executed, and the width of the Easement area in any given location shall be determined in accordance with the distances called out on the Plat Map, which are perpendicular distances from said centerline to the edge of the easement area. In some cases, the Easement zone extends 12.5 feet perpendicularly on each side of the centerline, in other cases 10, or 25 feet on each side, and for a portion of its length, the easement area is 12.5 feet wide to one side of the centerline and 25 feet wide on the other side.
2. Private Driveway/Utilities Maintenance. The record owner of a fee simple title to any of the two (2) lots described hereinabove, including persons or entities having an interest by virtue of a real estate contract, but excluding those having an interest merely as security for the performance of an obligation (hereinafter "owner" or "owners"), shall be responsible for the maintenance of the driveways including open ditches, and utilities (including those portions of the driveway located on the Iverson property) in accordance with the terms and conditions herein. Any private road name and/or stop signs shall be installed and maintained in a manner consistent with Skagit County Standards for such driveway and/or signs. The duty to maintain as described herein shall be perpetual.
3. Ongoing Driveway Maintenance. The surface of the driveway shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable



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and necessary in order that the owners may enjoy full and free use of their respective lot(s). The owners shall review the driveway maintenance annually, or more frequent as may be necessary, and shall determine the maintenance to be done over the next twelve (12) months, or sooner if necessary. The owners shall elect one person to coordinate and arrange for said maintenance. Each lot ownership shall provide one (1) vote to the owner thereof for purpose of determining the maintenance program and election of said coordinator. In the event of a deadlock, the owners shall, by majority agreement, choose an independent contractor to assess the required maintenance and this assessment shall determine the maintenance to be done.

4. Ongoing Utilities Maintenance. The owners shall be responsible to maintain the utilities (electric power line, telephone lines, and cable television lines) to a common point of connection, that is, the point at which the main service will terminate and the service to the individual lots will commence. Maintenance shall be determined and completed as in paragraph 2 above. All costs of installation and maintenance of utilities past the common point of connection shall be paid by the owner of the respective lot being served by such installation.
5. Cost of Maintenance; Lien for Failure to Pay. The cost of maintaining the driveway, open ditches, and utilities described herein in the manner set forth in paragraphs 2 and 3 above shall be borne in equal shares by the owner of each of the three lots of real property affected hereby. In the event any owner fails to pay, within thirty (30) days of receiving a bill for their portion of the expense, then the other owner may file a lien, substantially in the form of labor and material lien. The lien shall be a lien against the property of the non-paying owner and foreclosable in the same manner as a real estate mortgage. The unpaid balance shall bear interest at the statutory legal rate until paid and the non-paying owner shall be liable for actual costs and reasonable attorney's fees expended in any collection action including, but not limited to, the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
6. Extraordinary Use-Costs Enforcement. In the event that an owner of a lot affected hereby should by its use of their lot, driveway, or utilities cause them to be subjected to other than reasonable wear and tear and should such driveway, open ditch, or utilities be damaged by such use, the owner subjecting the driveway, open ditch, or utilities to such extraordinary use shall have the obligation to repair such damage upon demand by any property owner affected hereby and to restore said driveway, open ditch, or utilities to the condition existent prior to such use and all expenses therefore shall be borne by such owner. In the event that such owner fails to repair and pay the cost thereof, then the other owner may bring action to enforce the provisions of this agreement. The prevailing owner is entitled to all costs incurred in bringing an action for enforcement, including reasonable attorney's fees incurred, and including consultation preceding legal action.
7. Termination of Obligation. Should any owner sell a lot that is benefited by the terms of this Declaration, that person shall no longer be bound by the terms of this Declaration, except for any default in obligations incurred prior to sale, if any.



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY WITHIN SHORT PLAT NO. PL14-0304, ALL OF WHICH IS COVERED BY THIS DECLARATION:

PARCEL "A":

Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M.,

EXCEPT:

- a.) Beginning at the Northwest corner of said Lot;
thence East 20 rods along the North line thereof;
thence at right angles South 40 rods;
thence at right angles West 20 rods;
thence at right angles North along the West line thereof, 40 rods to the beginning.

AND EXCEPT:

- b.) Beginning at a point 1,600 feet East of the corner to Section 11, 12, 13, and 14, Township 34 North, Range 1 East, W.M.;
thence East along line fence about 480 feet to meander corner;
thence Westerly along the meander line to a point South of the point of beginning;
thence North about 220 feet to the point of beginning;

TOGETHER WITH shorelands of second class adjoining;

AND ALSO EXCEPT:

- c.) A portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Lot 1;
thence South 400 feet;
thence East 640 feet to the true point of beginning, being the Northwest corner of that parcel deeded to Arthur Iverson and Joyce Iverson, husband and wife, by instrument recorded under Auditor's File No. 699294, records of Skagit County, Washington;
thence South along the West boundary of said Iverson parcel a distance of 200.00 feet to the Southwest corner of said Iverson parcel;
thence East along the South line of said Iverson parcel, a distance of 25.24 feet;
thence South parallel with the Southerly extension of the West line of said Iverson parcel, a distance of 200.00 feet;
thence West parallel to the South line of said Iverson parcel a distance of 150.00 feet;
thence North, parallel to the West line of said Iverson parcel a distance of 400.00 feet;
thence East a distance of 124.76 feet to the true point of beginning;

AND ALSO EXCEPT:

- d.) Beginning at the Northwest corner of said Lot 1;
thence South 400 feet;
thence East 640 feet to the true point of beginning;
thence South 200 feet;
thence East 300 feet, more or less, to the shoreline of Lake Campbell;
thence along the shoreline Northerly to a point directly East of the point of beginning;



thence West 300 feet, more or less, to the point of beginning;
Situate in the County of Skagit, State of Washington.

PARCEL "B":

A portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Lot 1;
thence South 400 feet;
thence East 640 feet to the true point of beginning;
thence South 200 feet;
thence East 300 feet, more or less, to the shoreline of Lake Campbell;
thence along the shoreline Northerly to a point directly East of the point of beginning;
thence West 300 feet, more or less, to the point of beginning;

EXCEPT the West 25.24 feet.

Situate in the County of Skagit, State of Washington.



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