

WHEN RECORDED, RETURN TO:

Michael P. Gleason
7412 Dogwood Lane SE
Snoqualmie, WA 98065



Skagit County Auditor

\$75.00

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CHICAGO TITLE

620022681

SHARED DRIVEWAY MAINTENANCE AGREEMENT

The purpose of this "Agreement" is to create a driveway mutual maintenance agreement benefitting and burdening the following two contiguous subdivided lots/properties:

08-002

LOT "A" and LOT "B", CITY OF ANACORTES SHORT PLAT NO. ANA ~~080222~~,
RECORDED OCTOBER 27, 2014 UNDER AUDITOR'S FIL NO. 201410270134,
RECORDS OF SKAGIT COUNTY, WASHINGTON; SITUATED IN SKAGIT
COUNTY, WASHINGTON.

(referred to herein as the "Short Plat").

IDENTIFIED AS PARCEL NUMBERS: LOT A P58133
LOT B P132492

Each such LOT "A" and LOT "B" may also be referred to herein individually as a "LOT" or collectively as the "LOTS".

Both LOTS are subject to a 20-foot wide "Easement" for ingress and egress to both LOTS as described in NOTE 9 to the Short Plat.

The burdens and benefits set forth below shall run with the land and constitute binding obligations on each LOT and the respective owners thereof.

MICHAEL P. GLEASON and LISA R. GLEASON, husband and wife as their community property estate, are the owners of both LOT "A" and LOT "B", and are desirous of creating and clarifying additional mutual obligations between those two LOTS now and for the benefit of their future successors and/or assigns as owners of each LOT as follows:

- 1) All expenses incurred in the repair, replacement and maintenance of the Easement for the purposes of ingress and egress to the LOTS shall be equally shared by the owners of the two LOTS;

- 2) Except in the case of emergency repair, replacement and maintenance of the Easement, the owner or owners of the LOT(s) desiring work to be performed on the Easement driveway shall notify in writing or in person the other owner of the nature of and estimated cost of the work to be performed. Written notice shall be deemed valid notice if mailed to the then current street address of the LOT, or if a LOT is not built on, the current mailing address shown by Skagit County Treasurer;
- 3) Unless agreed to by all LOT owners, an owner performing services upon the driveway Easement shall not be compensated for services rendered thereon;
- 4) All owners agree to repair, keep and maintain the surface of the driveway Easement in good condition in order to permit and facilitate unobstructed travel of private and emergency vehicles;
- 5) This Agreement shall be binding upon the present owners, their heirs, assigns, and successors and shall be construed as a covenant running with the land as to both LOTS;
- 6) In the event an owner or owners fail to pay their proportionate share of the expenses incurred for the repair, replacement and maintenance of the Easement driveway within thirty (30) days after the work has been completed and a statement rendered, the owner or owners paying the expenses shall have the right to seek in a civil action a pro-rata contribution from the owners failing to pay, and the substantially prevailing party in any such suit shall be entitled to reimbursement from the other LOT owners reasonable attorneys fees and all costs of suit; and
- 7) All owners agree to not to park cars or place other objects in the Easement area, so that ingress and/or egress to either LOT shall not be significantly restricted.

LOT "A":


MICHAEL P. GLEASON, Owner


LISA R. GLEASON, Owner

LOT "B":


MICHAEL P. GLEASON, Owner

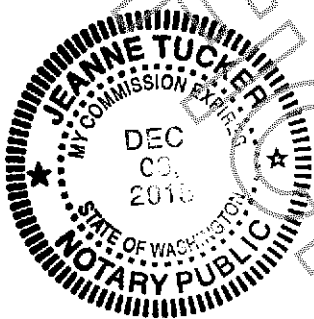

LISA R. GLEASON, Owner

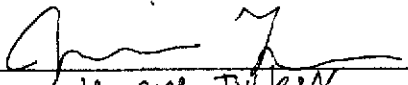


STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ~~MICHAEL P. GLEASON~~ and LISA R. GLEASON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 1/14/15




Name: Jeanne Tucker
Notary Public in and for the State of
Washington residing at 1201 S. Miller St
My appointment expires: 12/16/15 Wenatchee WA



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ACKNOWLEDGMENT

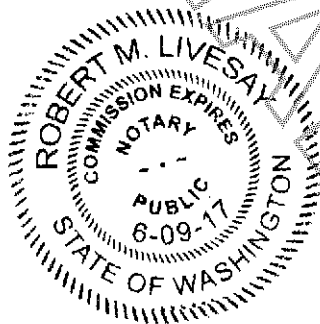
STATE OF WASHINGTON

COUNTY OF Snohomish

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) SS:
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I certify that I know or have satisfactory evidence that MICHAEL P. GLEASON the person(s) who appeared before me, and said person(s) acknowledged that HE signed this instrument and acknowledge it to be HIS free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 15, 2015



Robert M. Livesay
Notary Public in and for the State of Washington
Residing at Mayville
My appointment expires: 6-9-17



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