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After recording, return to:  
David B. Walker  
19061 W. Big Lake Blvd.  
Mount Vernon, WA 98273

Skagit County Auditor

\$79.00

3/2/2018 Page

1 of

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**TITLE OF DOCUMENT:** Agreement**GRANTORS:** Donald E. & Carol R. Hundahl, David B. Walker**GRANTEES:** David B. Walker, Donald E. & Carol R. Hundahl**ABBREVIATED LEGAL DESCRIPTIONS:** Ptn Lot 107, 1st Add. Big Lake Water Front Trs. (Hundahl) and Lot 106, 1st Add. Big Lake Water Front Trs. (Walker)**PARCEL NOS:** P62128 (Hundahl) and P62127 (Walker)

### AGREEMENT REGARDING JOINT-USE/OWNERSHIP OF DOCK

**Effective Date:** March 1, 2018

This agreement regarding a joint-use/ownership dock is made as of the date shown above between **Donald E. & Carol R. Hundahl**, husband and wife, (hereinafter referred to as **Owner A**), the owners of the property commonly known as **19075 West Big Lake Boulevard, Mount Vernon, Washington**, more particularly described in **Exhibit A**, attached hereto, and **David B. Walker**, (hereinafter referred to as **Owner B**), the owner of the property commonly known as **19061 West Big Lake Boulevard, Mount Vernon, Washington**, more particularly described in **Exhibit B**, attached hereto.

Whereas, **Owner A** and **Owner B** have agreed to joint ownership of a dock to be located on the property line between their respective parcels on the above described properties; and whereas, the parties wish to enter into an agreement to provide for the use, access, maintenance, costs, and other such matters concerning the dock. Now, therefore, in consideration of the mutual benefits to be derived here from, the parties covenant and agree as follows:

1. **Design and Construction:** The parties have reviewed the construction of the dock and agree to use the existing structure.
2. **Placement and Location:** The parties agree that the current dock will be re-located and placed on the property line. Dock re-location will be the responsibility of Owner A.
3. **Ownership and Use:** Each party shall have an undivided one-half interest in the dock. Use shall be shared and the entire dock shall be available to both parties.
4. **Expenses:** All maintenance expenses concerning the dock shall be shared equally. Such costs include, but are not limited to the following:
  - a. Maintenance and repair costs;
  - b. Premiums for property insurance and replacement value or other insurance stipulated;
  - c. All taxes.
5. **Repairs and Maintenance:** The parties agree to keep the dock in good order and repair. All repair and maintenance costs, not the result of one party's acts or omissions, shall be shared in the proportion as set forth in item 3 above.
6. **Improvements:** Any improvements shall be discussed prior to commencement and the sharing of costs shall be by further agreement.
7. **Access Rights:** The parties hereby convey and warrant to the owners and future owners of the affected parcels an access easement over and across the affected parcels as is reasonable and desirable to gain ingress and egress to the joint-use/ownership dock.
8. **Exclusive Use:** The dock and any improvements are for the exclusive and sole use and benefit of the owners and future owners of the affected parcels. No party shall grant rights of any kind whatsoever concerning the use and benefit of the dock without the prior written consent of the other parties. No party shall occupy more than their respective one-half of the water space located within the dock area, including bumpers and/or pads, whether located within the dock itself or on a boat. All boats moored at the dock shall be kept seaworthy and shall be kept maintained by the party mooring the boat. No boats shall be used as live-aboard while moored at the dock. No boat or water vehicle may be stored on top of the dock.
9. **Waiver of Responsibility:** All users shall carry and show proof of adequate liability and casualty insurance for himself/herself and any authorized individuals, and will be required to sign a liability waiver. The parties agree to keep the dock and premises clean, orderly and as free as possible from all flammable substances. Each party shall indemnify and hold all other parties to this agreement harmless from any loss, damage, injury, cause or action or claim resulting from any and all acts or omissions of the party, his or her agent, guest, or other persons or entities on or utilizing the premises at the parties' request.
10. **Binding Effect:** This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns of the affected parcels, and all covenants contained herein shall run with the land.

11. **Charge and Lien:** In the event either party to this agreement fails to pay his or her share of costs and expenses, such share shall be a charge and lien on the property of the person liable and also the personal obligation of the person who was the owner of the property at the time the costs were incurred. Such charge and lien may be enforced by any party to this agreement. There shall be added to the amount of such charge all costs, expenses and attorney's fees reasonable incurred in enforcing the same. The lien provided for by this paragraph shall be subordinate to the lien of any institutional mortgage or deed of trust.
12. **Legal Action:** In the event of any legal action or proceeding by either of the parties to enforce any part of this agreement, the prevailing party shall be entitled to its reasonable costs and expenses of such action or proceedings, including reasonable attorneys fees.
13. **Disputes:** In the event of any dispute between the parties as to the necessity for repairs and maintenance, the matter shall be referred to arbitration under the rules of the American Arbitration Association and the result shall be binding on the parties. The prevailing party shall be entitled to his costs and expenses and reasonable attorneys fees.
14. **Rules and regulations:** The parties hereby adopt certain rules and regulations for the use of the dock attached as Exhibit D. **No additional rules and regulations.**
15. **Termination:** Anything in this agreement to the contrary notwithstanding, this agreement shall terminate on **NO TERMINATION DATE**, or such earlier time as both properties shall cease to be actively used for residential purposes. Temporary cessation of the use due to fire or other casualty, acts of God, or other causes beyond the reasonable control of the owners shall not be deemed a cessation of use within the meaning of this paragraph.
16. **Entire Agreement:** This is the entire agreement between the parties. There are no other understandings, verbal or written. This agreement may be modified only by written agreement between the parties.

DATED THIS 1 day of MARCH, 2018.

Owner A: Donald E. Hundahl CR Hundahl  
Signature Signature

Print Name: DONALD E. HUNDAHL CR Hundahl

Owner B: David B. Walker   
Signature Signature

Print Name: DAVID B. WALKER

State of Washington, County of Skagit

On this day personally appeared before me:

David B. Walker, and \_\_\_\_\_

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1<sup>st</sup> day of March, 2018.

Lindsey Weaver  
Lindsey Weaver



State of Washington, County of Skagit

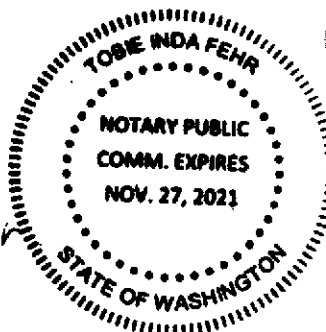
On this day personally appeared before me:

Donald Hundahl, and Carol Hundahl

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1<sup>st</sup> day of March, 2018.

Tobie Inda Fehr  
Tobie Inda Fehr



## EXHIBIT A

**That portion of Lot 107, FIRST ADDITION, BIG LAKE WATER FRONT TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 15, records of Skagit County, Washington, lying Easterly of that portion conveyed to Skagit County for road purposes by deed recorded March 11, 1954, under Auditor's File No. 513932, records of Skagit County, Washington.**

**Situated in Skagit County, Washington**

**Tax Parcel Number(s): 3863-000-107-0002 P62128**

## EXHIBIT B

TRACT 106, FIRST ADDITION, BIG LAKE WATER FRONT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 15, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED MARCH 11, 1954 AND FEBRUARY 3, 1962, UNDER AUDITOR'S FILE NO. 513932 AND 618302, RECORDS OF SKAGIT COUNTY, WASHINGTON.