

When Recorded Return to:  
Lawrence Hahn  
120 NW Canal Street  
Seattle, Washington 98107



**201905210001**

05/21/2019 08:32 AM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

**Document Title:**  
Declaration of Easements

**Reference # of related documents:** 201210230054

**Grantor:**  
Lawrence & Donna Hahn, husband and wife

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
*EASEMENT*  
**MAY 21 2019**

**Grantee:**  
Lawrence & Donna Hahn, husband and wife

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

**Brief Legal Description:** LOT 2 GREAT HEIGHTS SHORT PLAT PL12-0264 RECORDED UNDER  
AF# 201210230054

**Parcel number(s):** P131234 / 340203-4-012-0003

**DECLARATION OF EASEMENTS**

THIS DECLARATION OF EASEMENTS (hereinafter "Declaration"), is made this 20<sup>th</sup> day of May 2019, by Lawrence & Donna Hahn, husband and wife, (hereinafter "Declarant").

**RECITALS**

**WHEREAS**, Declarant is the owner of certain real property situated in Skagit County, Washington legally described on the attached Exhibit A ("Property"); and

**WHEREAS**, by this Declaration, Declarant intends to establish easements for ingress, egress, access and utilities across the Property; and

**WHEREAS**, these recitals are material part of this Declaration.

**NOW THEREFORE**, in consideration of the terms and provisions of this Declaration, mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby Declared that the following grants, rights, privileges, and obligations shall be established over the Property.

### **DECLARATION**

**1. Access Easement.** Declarant hereby grants, declares, reserves a perpetual 20 foot non-exclusive easement across Lot 2, benefiting Lot 3, over, and under the Property for ingress and egress, which area is legally described on the attached Exhibit B and depicted on Exhibit D (hereinafter "Access Easement").

**2. Utility Easement.** Declarant hereby grants, declares, reserves a perpetual 12 foot non-exclusive easement across Lot 2, benefiting Lot 3, and under the Property for utilities, such as but not limited to, water, sewer, gas, phone, electric and cable, including all rights of ingress and egress necessary to accomplish such purposes, which area is legally described on the attached Exhibit C and depicted on Exhibit D (hereinafter "Utility Easement"). Utilities located above ground are prohibited within the Utility Easement.

**3. Reservation of Rights.** Declarant reserves the right to use the Access Easement and Utility Easement for the benefit of the Property, including use by Declarant's agents, contractors, invitees and guests, consistent with the terms of this Declaration.

**4. Vehicular Speed Limit.** The maximum speed limit for any vehicle on the Access Easement shall be 15 miles per hour.

**5. Obstructions Prohibited.** No one shall park any vehicles or place any obstructions within the Access Easement or Utility Easement.

**6. Landscaping.** Existing landscaping and/or improvements located within the Access or Utility Easement areas established by Declarant are permitted to remain in place. New landscaping and/or improvements may be added within said easement areas so long as such landscaping and/or any improvements do not impair the accessibility to or use of the Access Easement or Utility Easement. In the event of any damage to the landscaping the responsible party shall promptly replace and restore such landscaping to its prior condition at their sole expense.

**7. Improvements or Disturbance.** Property owner(s) that improve or disturb the Access or Utility Easement areas described herein must provide all other property and easement right holders fourteen (14) business days prior written notice of the work, except in the case of an emergency. In the case of an emergency, property owner(s) must provide all other property and easement right holders notice of the emergency and the work needed to address the emergency within 24 hours of knowledge of the emergency. Any trenching required for installation of utilities shall be kept to the minimum necessary for installation, maintenance or repair of said utilities. The property owner causing the improvement or disturbance shall properly rebed and support all utilities disturbed in any excavations, compact soils suitably during restoration to preclude future settlement and restore the surface of the Property or Access or Utility Easement areas as nearly as reasonably practicable to the condition in which it existed at the commencement of said improvement at its sole expense and within a reasonable time.

**8. Maintenance.** The property owners benefited by the Access Easement or Utility Easement shall be responsible for payment of their pro rata share of all expenses for ordinary maintenance and repair of the Access Easement or Utility Easement over the Property. Ordinary maintenance shall include, without limitation, maintaining and repairing all easement areas, removing all papers, debris and other refuse from and periodically sweeping salting/sanding and plowing easement areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintain marking, directional signs, lines and striping as needed and perform any and all such other duties as are necessary to maintain the easement areas in a clean, safe and orderly condition. Pro rata share shall be determined by dividing said expenses by the number of legal parcels using all or part of said easements. The sharing of costs for utilities shall only apply to those utility lines in common use. Any utilities benefiting only one of the property owners shall be maintained by that property owner at its sole cost and expense.

**9. New parcels or Sale of Property.** In the event of any division of all or part of the Property, each new lot or other parcel created and its new owner(s) shall be subject to this Declaration and all terms herein shall constitute a binding covenant running with the land.

**10. Run with the Land.** This Declaration and all rights and obligations described in this Declaration are perpetual and shall run with the land and are appurtenant to the Property as set forth above. This Declaration shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, for the purposes of providing ingress, egress and utilities to the Property.

**11. Hold Harmless.** Each property owner shall indemnify, defend and hold the other property owners harmless from all claims, demands, suits, judgments, damages, costs and expenses, including court costs and reasonable attorney fees, arising from any act or omission in the course of each property owner's use of Access Easement or Utility Easement, including without limitation, the acts or omissions of guests or invitees of either property owner or any other persons accessing the Access Easement or Utility Easement, which indemnity shall include, but not be limited to any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim.

**12. Attorney's Fees and Costs.** In the event of any cause of action or litigation arising out of an alleged breach of this Declaration, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

**13. Governing Law and Venue.** Any dispute arising out of this Declaration shall be governed by the laws of the State of Washington. Venue shall be in Skagit County Superior Court.

**14. Notices.** All notices or demands to be given by each property owner to the other pursuant to this Declaration shall be deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the other property owner. Notices and demands sent by mail shall be deemed to have been given and delivered when properly

mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

**15. Complete Agreement – No Modifications Except in Writing.** This Declaration is a completely integrated document and shall supersede any prior or contemporaneous written or verbal agreements or understandings on the subject of the easements described herein. There shall be no modification hereof except by written agreement signed by all owners of the Property.

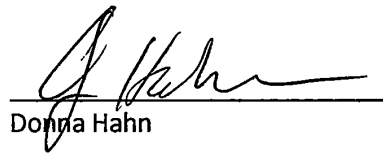
IN WITNESS WHEREOF, the Declarant has executed this document as of the date and year first above written.

**GRANTOR / GRANTEE:**

A handwritten signature in black ink, appearing to be 'L. Hahn', written over a horizontal line.

Lawrence Hahn

**GRANTOR / GRANTEE:**

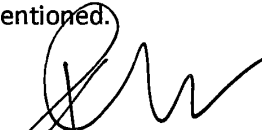
A handwritten signature in black ink, appearing to be 'D. Hahn', written over a horizontal line.

Donna Hahn

STATE OF WASHINGTON )  
 ) §  
 County of Snohomish )

On this 20th day of May 2019, personally appeared before me LAWRENCE HAHN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

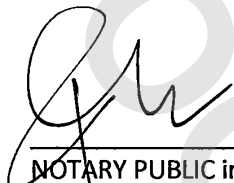


  
 NOTARY PUBLIC in and for the State of  
 Washington. My Commission  
 expires July 25, 2022

STATE OF WASHINGTON )  
 ) §  
 County of Snohomish )

On this 20th day of May 2019, personally appeared before me DONNA HAHN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.



  
 NOTARY PUBLIC in and for the State of  
 Washington. My Commission  
 expires July 25, 2022

**EXHIBIT A****Property Legal Description**

LOT 2 GREAT HEIGHTS SHORT PLAT PL12-0264 RECORDED UNDER AF#201210230054 BEING A PORTION OF THE WEST HALF OF THE SOUTH 35 RODS OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE WEST HALF OF THE NORTH 7 RODS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST W.M. EXCEPT THE NORTH 5 RODS OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER ALSO EXCEPT THE WEST 8 RODS THEREOF ALSO EXCEPT ANY PORTION THEREOF LYING SOUTHERLY OF THE NORTH LINE OF THE COUNTY ROAD KNOWN AS STEVENSON ROAD OR PADILLA HEIGHTS ROAD ALSO EXCEPT THE EAST 10 FEET, MORE OR LESS, AS CONVEYED TO A.F. SCHREIBER BY DEED RECORDED UNDER AUDITORS FILE NO. 277668 ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF THE SAID SECTION 3 THENCE NORTH 0 DEGREES 3138 EAST A DISTANCE OF 1217.40 FEET THENCE SOUTH 89 DEGREES 2822 EAST A DISTANCE OF 134 FEET THENCE NORTH 0 DEGREES 3138 EAST A DISTANCE OF 481.60 FEET, TO THE TRUE POINT OF BEGINNING THENCE SOUTH 89 DEGREES 5222 EAST A DISTANCE OF 200.00 FEET THENCE NORTH 0 DEGREES 3138 EAST A DISTANCE OF 200.00 FEET THENCE NORTH 89 DEGREES 5222 WEST A DISTANCE OF 200.00 FEET THENCE SOUTH 0 DEGREES 3138 WEST A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THE WEST 20 FEET OF THE REMAINDER, AS CONVEYED TO GARY G. FALKNER BY DEED RECORDED UNDER AUDITORS FILE NO. 827196.

**EXHIBIT B****ACCESS EASEMENT****20 foot Access Easement**

Commencing in the Southeast corner of Lot 2, Great Heights Short Plat No. PL 12-0264, recorded under Auditor's File No. 201210230054;

Thence North  $87^{\circ}31'02''$  West along the south boundary of said Lot 2, 209.38 feet;

Thence North  $29^{\circ}49'00''$  West, 54.14 feet TO THE POINT OF BEGINNING;

Thence North  $2^{\circ}28'58''$  East, 247.66 feet;

Thence South  $87^{\circ}52'26''$  East, 20.00 feet;

Thence South  $2^{\circ}28'58''$  East, 102.57 feet;

Thence a curv to the left with a radius of 30.00 feet, length of 47.31 and angle of  $90^{\circ}21'20''$ ;

Thence South  $87^{\circ}52'26''$  East, 19.82 feet;

Thence South  $2^{\circ}28'58''$  East, 20.00 feet;

Thence North  $87^{\circ}52'26''$  West, 20.19 feet;

Thence a curv to the left with a radius of 30.00 feet, length of 46.94 and angle of  $89^{\circ}38'56''$ ;

Thence South  $2^{\circ}28'58''$  East, 65.22 feet;

Thence North  $87^{\circ}31'02''$  West, 20.00 feet TO THE POINT OF BEGINNING.

**EXHIBIT C****UTILITY EASEMENT**

12 foot Utility Easement lying 6 feet on either side of the following described line.

Commencing in the Southeast corner of Lot 2, Great Heights Short Plat No. PL 12-0264, recorded under Auditor's File No. 201210230054;

Thence North  $87^{\circ}31'02''$  West along the south boundary of said Lot 2, 71.75 feet TO THE POINT OF BEGINNING of said centerline;

Thence North  $2^{\circ}07'34''$  East, 145.39 feet;

Thence South  $87^{\circ}52'26''$  East, 65.75 feet;

Thence North  $2^{\circ}07'34''$  East, 149.07 feet to end of said center line.



## EXHIBIT D

