



201906240073

06/24/2019 10:43 AM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor

After Recording Return To:

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**GRANTORS:** ALFCO, LLC, a Washington limited liability company

**GRANTEES:** ALFCO, LLC, a Washington limited liability company

**Legal Description:**

Abbreviated Form: Lot 1-3, inclusive, BSP PL16-0127

**Assessor's Tax Parcel No.:** P111724  
*S 34, T 35, R 3, E, W. M. Skagit County, WA*

THIS AGREEMENT is entered into by, ALFCO, LLC, a Washington limited liability company, ("Alfco") as the owner of Lots 1, 2 and 3, inclusive of Binding Site Plan PL16-0127 (the "lots"), which lots comprise that certain real property located in Skagit County, Washington, which is more particularly described in the attached Exhibit "A".

In consideration of the mutual promises and covenants herein Alfco hereby provides as follows:

I. DESCRIPTION OF AGREEMENT AND COVENANTS, CONDITIONS & RESTRICTIONS

- 1) This agreement establishes covenants, conditions and restrictions for the properties owned by Alfco and establishes cost sharing for a common access road shared by lot #2 and lot #3, which access road is shown on sheet 4 of 4 of Binding Site Plan PL16-0127 and which access road is located on the west portion of lot #2 and connects Peterson Road with the southwest corner of lot #1. The access road may hereinafter be referred to as the "Road".
- 2) The intent of the parties in executing this Agreement and Covenants, Conditions & Restrictions is to provide for contribution for maintenance and repair of the road in proportion to the amount of usage by each contributor and to provide for certain controls over the lots.

II. AGREEMENT AND COVENANTS, CONDITIONS & RESTRICTIONS ARE APPURTENANT

Alfco agrees and declares that all of the above described lands are, and will be, held, sold and conveyed subject to and burdened by the following agreements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and that this document shall be binding upon all parties having or acquiring any right, title or interest in the above described lands or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as covenants running with the land.

### III. OBLIGATION FOR COST SHARING FOR ROAD

- 1) Decisions Concerning Maintenance. Any decision to take action to maintain the Road must be approved by the owners of both lots. The written record of the decision shall be signed by both owners.
- 2) Allocation of Costs. Any costs incurred in performing properly approved maintenance to the Road shall be divided into equal shares. However, in the event that an owner proves that usage of the Road has been unequal, then the costs shall be divided based on usage.
- 3) Damage to Road. In the event that an owner causes identifiable damage to the Road (for example: through the installation of utilities, other improvements or the use of heavy equipment or abuse of the road), then that owner shall, as soon as is reasonably possible, immediately restore the Road to as good or better condition as it was in prior to the damage by the owner. If the owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other owner shall have the right to repair the damage and shall be entitled to immediate reimbursement from the damaging owner for the full cost of the repair.

### VI. MISCELLANEOUS PROVISIONS.

- 1) This Agreement and the covenants, conditions and restrictions shall run with the real property described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording with the Skagit County Auditor, after which said twenty (20) year period, this Agreement and the covenants, conditions and restrictions shall be automatically extended for successive five (5) year periods. This Agreement and the covenants, conditions and restrictions may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by both owners.
- 2) Those portions of this Agreement and Covenants, Conditions & Restrictions that relate solely to maintenance and repair of the Road shall automatically terminate with respect to any portion of the Road that is dedicated to any municipal corporation or other governmental entity that assumes full responsibility for the maintenance and repair of the road following such dedication.

- 3) This Agreement shall be construed in accordance with the laws of the State of Washington.
- 4) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 5) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 6) The failure of an owner to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 7) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;
- 8) This Agreement and Covenants, Conditions & Restrictions shall not be deemed to terminate by any merger of the fee ownership of the lots, unless all owners unanimously agree otherwise and record evidence of such unanimous agreement with the Skagit County Auditor. The fee interest in the lots and this Agreement and Covenants, Conditions & Restrictions shall hereafter remain separate and distinct.

IN WITNESS THEREOF, the parties hereto have executed this agreement dated this 26 day of May, 2019.

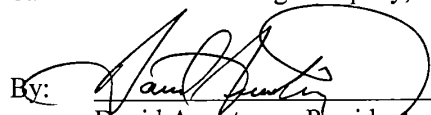
**ALFCO:**

ALFCO, LLC, a Washington limited liability company

By: Sakata America Holding Company, Inc.

Its: Member

Sakata America Holding Company, Inc.

By:   
David Armstrong, President

California  
State of Washington )  
Santa Clara ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that DAVID ARMSTRONG is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of Sakata America Holding Company, Inc., a Washington corporation, in its capacity as sole MEMBER of ALFCO, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 28, 2019

  
(Signature)

NOTARY PUBLIC

Victoria Duyao  
Print Name of Notary

My appointment expires: March 23, 2022

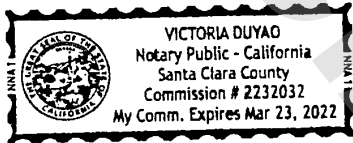


EXHIBIT A  
Legal Descriptions for Lots

Lots 1, 2 and 3, inclusive, Binding Site Plan PL16-0127, as recorded June 24, 2019,  
under Skagit County Auditor's File Number 201906240071.

Situate in Skagit County, Washington.