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Skagit County Auditor

Filed for Record at Request of:
Law Offices of Gregory E. Thulin, PS
2200 Rimland Drive, Suite 115
Bellingham, WA 98226

Title of Document: Joint Use Easement
Grantor: Cambridge 1, LLC
Grantee: Cambridge 1, LLC and the General Public
Abbreviated legal: Lots 53 & 54, Plat of Jones Estates AF#201907160029.
Tax Parcel Nos: P134857 & P134858

JOINT USE EASEMENT

THE JOINT USE EASEMENT is made this 9th day of October, 2020, by Cambridge 1, LLC ("Cambridge 1") for the purpose of securing perpetual rights of the use, maintenance, repair and replacement of a private driveway area that provides rights of ingress, egress and utilities to two parcels of real property owned by Cambridge 1.

RECITALS

A. Cambridge 1 is the owner of the following parcels of real property:

1. Real property located at 312 Shannon Ave., Sedro Woolley, Skagit County, Washington, legally described as follows:

Lot 54, "PLAT OF JONES ESTATES", according to the plat thereof recorded July 16, 2019, under Auditor's File No. 201907160029, records of Skagit County, Washington.

Situate in Skagit County, Washington.
Parcel No. P134858

Hereinafter referred to as "Lot 54".



2. Real property located at 310 Shannon Ave., Sedro Woolley, Skagit County, Washington, legally described as follows:

Lot 53, "PLAT OF JONES ESTATES", according to the Plat thereof recorded

July 19, 2019, under Auditor's File No. 201907160029, records of Skagit County, Washington.

Situate in Skagit County, Washington.
Parcel No. P134857

Hereinafter referred to as "Lot 53".

B. Lot 53 is located immediately adjacent to and East of Lot 54.

C. In order to develop Lot 53 and Lot 54, a joint easement for access and utilities over a portion of Lot 53 and a portion of Lot 54 is required for the benefit of both lots ("Common Driveway").

D. Cambridge 1 wishes to make provisions formalizing a joint easement which provides access and utilities to Lot 53 and Lot 54 as well as sets forth maintenance provisions relating to the Common Driveway.

NOW, THEREFORE, for and in consideration of the several matters described above, for the mutual benefit of Cambridge 1 and the future Owners of Lot 53 and Lot 54, ["Lot Owners" or "Parties"], Cambridge 1 grants and dedicates the following Covenant and associated easement rights:

1. **Grant of Easement.** In consideration of the mutual covenants and conditions herein, Cambridge 1, as owner of Lot 53 and Lot 54, does hereby grant an easement over, under and across the Easement Area, the description and location of which is described in Paragraph 2 herein, for ingress, egress and utilities, for the mutual benefit of Lot 53 and Lot 54.

2. **Description and Location of Easement.** The easement granted herein is over the West 7' of the South 113' of Lot 53; the West 5' of the North 44' of the South 157' of Lot 53; and the East 15' of the South 157' of Lot 54, as is more specifically describe by the legal description in Exhibit "A" attached hereto and incorporated herein, and as depicted on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter "Easement Area").

3. **Purpose.** The Easement is for the purpose of ingress, egress, utilities, maintenance and repair within the Easement Area for the benefit of the Lot Owners of Lot 53 and Lot 54.

4. **Maintenance.**

a. **Common Driveway.** The costs to maintain, repair and improve the Common Driveway within the Easement Area shall be shared equally by the owners of the Lot 53 and Lot 54, subject to the provisions of Paragraph 4.c herein and of Paragraphs 5 and 6 hereinbelow.

b. **Utilities.** The cost to install, maintain, repair and improve the utilities solely

serving either Lot 53 or Lot 54 shall be borne solely by the owners of the Lot so benefitted, subject to the terms of Paragraphs 5 and 7 herein.

c. **Extraordinary Use.** The owner or owners of each Lot shall be separately responsible to repair, and for the costs thereof, of any damage caused to the Common Driveway as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal residential traffic. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining property owner may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth in paragraph 7 herein.

5. **Notice.**

a. **Repairs and Maintenance:** Representatives of the Lot Owners shall inspect the Common Driveway in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep the Common Driveway functional, in good repair and appearance, for the benefit of all Lot Owners. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the Lot Owners. The Lot Owners shall determine when the work shall occur and which of the Lot Owners shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided and subject to paragraphs 6 and 7 herein.

b. **Improvements:** Prior to any one party commencing improvements to the Common Driveway within the Easement Area, notice shall be provided to the other Lot Owners. The notice shall contain an estimated cost of the improvement and a timeline for the improvement to occur. Before the improvement is installed and the cost shared equally, there shall be unanimous consent between the Lot Owners. The parties shall act in good faith in discussing and agreeing upon proposed improvements. If the parties cannot agree, any one owner may perform the proposed improvement at their own cost, including any ongoing cost associated with such improvement (i.e. electric bill for lights along driveway).

c. **Utilities.** Prior to the owners of Lot 53 or Lot 54 performing any installation, maintenance or repairs to the utilities serving solely their respective Lot, notice shall be provided to the other Lot Owner. The notice shall contain a description of the work to occur and the proposed date(s).

6. **Adjustment of Accounts for Maintenance Share – Reserve Account Authorized.** Upon completion of spring maintenance to the Common Driveway, the Lot Owners' respective liabilities for Maintenance Share shall be determined. The non-contracting Parties shall pay their Maintenance Share for such costs to the Contracting Party within 30 days

of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the Party who has paid the contractor for such work. Any portion of a Party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the Lot Owners may agree to establish and maintain, at a reputable financial institution, or with the Association, a reserve fund designed to provide funding for long-term maintenance and repair to the Common Driveway. In the event that such a reserve fund is established, the Lot Owners' respective payments made into such account shall be deemed to constitute portions of the Maintenance Shares of the Parties.

7. **Enforcement.** It is hereby agreed that should either Lot Owner fail to pay their respective share of any costs to improve, repair or maintain the Easement Area, the remaining Lot Owner may pay for the non-paying owner's share. In such event, the paying Lot Owner shall have a lien against the non-paying Lot Owner's real property and improvements. The lien arising under this section may be enforced judicially by the paying Lot Owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying Lot Owner or their authorized representative shall have the power to purchase the non-paying Lot Owner's real property and improvements at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The paying Lot Owner may elect to take a deed in lieu of foreclosure in any such proceeding.

8. **Alternative Forms of Dispute Resolution Authorized.** In the event that the Lot Owners become deadlocked for any reason, or shall be unable or unwilling to act with respect to any matter within their powers and authority, in addition to any other remedies which may be available under applicable law, such matter may be resolved by private arbitration conducted under the procedures hereinafter described. Any Party may initiate such arbitration proceedings, which arbitration shall be conducted substantially in accordance with the procedures established for Mandatory Arbitration under the Local Rules of the Skagit County Superior Court, irrespective of whether the dispute is one which is subject to Mandatory Arbitration under law, and without the necessity of actually filing formal proceedings in said Superior Court. If the Lot Owners cannot agree upon the identity of an arbitrator within thirty (30) days of notice by such Party to the other Lot Owners that a dispute requiring arbitration hereunder is to be arbitrated, any such Party may apply to any Judge of the Superior Court, sitting in Chambers, and the Judge is hereby authorized to select an arbitrator from the Court's master list of potential arbitrators. Unless the Arbitrator determines otherwise, all costs, fees and expenses of the Arbitrator, including an advance retainer if requested by the Arbitrator shall become the personal obligation of all Lot Owners, jointly and severally, and shall be payable as the Arbitrator may determine; provided, however, that the decision of the Arbitrator may include an award to a prevailing Party of those sums previously paid and/or incurred by such prevailing Party for such costs. The decision of the arbitrator shall be binding upon all Lot Owners, and may be enforced in the manner provided in RCW 7.04A.

9. **Binding Effect.** This Easement and the terms contained herein shall be perpetual and shall be a covenant running with the land for the benefit of Lot 53 and Lot 54. This Easement

shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

10. **Integration.** This Easement contains all of the agreements, representations, warranties, and understandings of the parties and all prior dealings of the parties are merged herein. This Easement may not be amended, changed or revised in any respect except in writing and signed by the party to be charged.

11. **Applicable Law.** This Easement shall be deemed to be made and shall be construed and enforced in accordance with the laws of the State of Washington.

12. **Consideration.** There is no monetary consideration to be paid by any party hereto to any other party.

IN WITNESS WHEREOF, Cambridge 1 has caused this Easement to be executed on the day, month, and year first above written.

CAMBRIDGE 1, LLC

By: Brian Gentry, its Manager

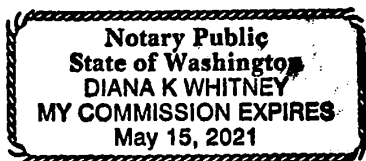
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and that (s)he acknowledged it as the Manager of CAMBRIDGE 1, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: OCTOBER 9th, 2020.



Diana K. Whitney
Notary Public in and for the State of Washington
Print name: DIANA K. WHITNEY
My commission expires: MAY 15th, 2021

Exhibit "A"
Utilities Easement

Easement No. 1
Portion of Skagit County Assessor's Parcel No. P-134857

A non-exclusive, mutually beneficial easement for ingress, egress and utilities (including the maintenance thereof) over, under and across a portion of Lot 53, Plat of Jones Estate, recorded under Auditor's File No. 201907160029 described as follows:

The West 7.00 feet (as measured perpendicular to the West line) of the
South 113.00 feet (as measured perpendicular to the South line) of said
Lot 53.

For the benefit of Skagit County Assessor's Parcel No. P-134858, also known as Lot 54 of said plat.

Easement No. 2
Portion of Skagit County Assessor's Parcel No. P-134857

A non-exclusive, mutually beneficial easement for ingress, egress and utilities (including the maintenance thereof) over, under and across a portion of Lot 53, Plat of Jones Estate, recorded under Auditor's File No. 201907160029 described as follows:

The West 5.00 feet (as measured perpendicular to the West line) of the
North 44.00 feet of the South 157.00 feet (as measured perpendicular to
the South line) of said Lot 53.

For the benefit of Skagit County Assessor's Parcel No. P-134858, also known as Lot 54 of said plat.

Easement No. 3
Portion of Skagit County Assessor's Parcel No. P-134858

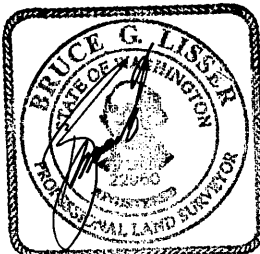
A non-exclusive, mutually beneficial easement for ingress, egress and utilities (including the maintenance thereof) over, under and across a portion of Lot 54, Plat of Jones Estate, recorded under Auditor's File No. 201907160029 described as follows:

The East 15.00 feet (as measured perpendicular to the East line) of the
South 157.00 feet (as measured perpendicular to the South line) of said
Lot 54.

For the benefit of Skagit County Assessor's Parcel No. P-134857, also known as Lot 53 of said plat.

ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situated in the City of Sedro-Woolley, County of Skagit, State of Washington.



9-18-20

EXHIBIT "B"

59

60

PLAT OF JONES ESTATES
AF NO. 201907160029

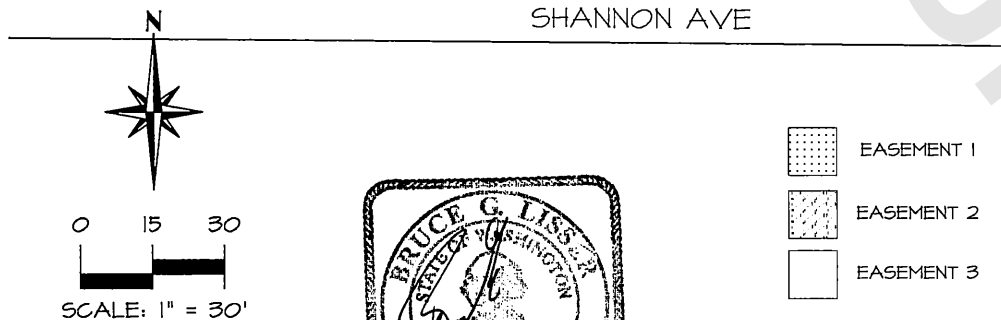
54
(P-134858)

53
(P-134857)




55

52

AREA OF NON-EXCLUSIVE
MUTUALLY BENEFICIAL EASEMENT
FOR INGRESS, EGRESS, & UTILITIES



9-18-20

-  EASEMENT 1
-  EASEMENT 2
-  EASEMENT 3

DWS No. 19-133 ESMT

9/18/20

LISSER & ASSOCIATES
SURVEYING AND LAND CONSULTATION
MOUNT VERNON, WA 98273
360-419-7442

EASEMENT EXHIBIT
IN A PORTION OF THE NW 1/4 OF NE 1/4
SECTION 13, T. 35 N., R. 4 E., W.M.
SKAGIT COUNTY, WASHINGTON

FOR: CAMBRIDGE I, LLC