



202101120030

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Skagit County Auditor

Once recorded please return to:
Patrick Grant
PO Box 1009
Burlington, WA 98233

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY [Signature]
DATE 1-12-2021

Grantor: Grant, Patrick
Grantee: Grant, Patrick
Abbreviated legal description: Lot 1 of short plat recorded under afn 202101120029; Lot 2 of short plat recorded under afn 202101120029
Tax Parcel Numbers: P39349/350518-0-050-0003

Declaration of Easement for Driveway

This Declaration of Easement for Ingress, Egress and Road Maintenance Agreement ("Declaration"), is executed this 18th day of December 2020 and by Patrick Grant, as his separate estate. Hereinafter referred to as "Owner".

- 1. **Owner.** Patrick Grant, as his separate estate is the owner of the following legally described real property:

The South 90 feet of the West 183 feet of the South 200 feet of the North 400 feet of the East 1/2 of the Southeast 1/4 of Section 18 Township 35 North range 5 East WM except county road right of way commonly known as the Fruitdale Road along the west line thereof.

Which property is being subdivided and shall be known as:

Lots 1 and 2 City of Sedro Woolley Short Plat No. 2020-065 as per the plat thereof, Recorded under Skagit County Auditor's File No. 202101120029.

Herein after individually referred to as "Lot 1" and "Lot 2" and collectively referred to as the "Property".

The **Easement Area** is defined as: See attached Easement Area map.

WHEAREAS, Owner desire to establish a mutual easement arrangement which will service the properties, and which will provide ingress and egress to and from Fruitdale Road; and

WHEAREAS, Owner seeks to declare certain covenants and restrictions upon the use, operation And maintenance of the Easement Area; and

WHEAREAS, Lot 1 and 2 are specifically made Subject this agreement and the owner of the Lots shall receive the benefits and be subject to the burdens contained herein;

NOW THEREFORE, Owner hereby declare, convey, and quit claim to himself that the Easement Area is subject to the terms, covenants, restrictions, and easements set forth herein for the benefit of the Property as follows:

2. Grant of Easement.

Owner hereby grant and declare, to the extent described herein, for the benefit of the Property (Lots 1 and 2), an easement for ingress and egress over, across and under the Easement Area, which easement shall be appurtenant to and for the benefit of Lot 1 and 2 of the Property and may be used by the owner thereof, their heirs, successors, assigns, licensees, and guests.

3. Use of Easement.

The Easement Area shall be used for the purpose of ingress and egress to and from Fruitdale Road by vehicular and pedestrian traffic. The Owner of Lots 1 and 2 shall have the right in common to enter on, over, under and through the Easement Area for the purpose of construction, installation, maintenance, repair, and replacement of the driveway.

Any Owner who shall do any work or have any work done affecting the Easement Area shall restore the Easement Area to the condition that existed prior to such Owner's entry (except for maintenance, repair, replacement, and improvements done pursuant to the rights created herein) and shall at all times keep so much of the Easement Area open so that vehicular and pedestrian traffic shall have access to and from Fruitdale Road to the Properties, during any work.

4. Expeditious Use of Easement Area. When utilizing the Easement Area, the Owner shall do so as safely and expeditiously as possible and in such manner as will cause the least possible disturbance to the other Owners. The Easement Area shall not be used for overnight parking, nor blocked by either party except temporarily for construction purposes.

5. No Structures. The Owner of the Lots shall not erect or allow any structures to be erected on the Easement Area, nor shall they plant or allow to be planted or grown or any obstructions which would prevent the use of the Easement Area by the Owner.

6. Maintenance and Repair. The construction material utilized in the driveway shall not change unless both Owners agree to install a difference surface, provided such change shall not be permitted that would violate any land use permit issued by Sedro Woolley and any such change shall conform to the requirements of any governmental authority.

Any Owner who shall, through negligence or willful action, cause any damage to the roadway in the Easement Area in excess of normal wear and tear, shall be responsible for the cost incurred to provide repairs, maintenance, and replacement necessitated by the negligence or willful cause of that Owner.

7. **Arbitration of Disputes.** The cost of maintenance, repair, replacement, and improvement of the Easement Area shall be shared by the owners of Lots 1 and 2. In the event that the Owner of any lot shall decide that expenditures shall be incurred for repair and replacing, maintaining or improving the Easement Area, then said Owner shall send written notice to the other Owner which shall request that the other Owner agree to pay their required share of the cost of such repair, replacement, maintenance or improvement. In the event that the Owner agree to pay their required shares in writing, then the cost shall be shared accordingly. In the event that one Owner does not agree in writing to pay their required share, then the Owner proposing said activity may undertake said activity solely at their own cost and expense. If, after work is completed, the Owner performing the work may demand that the parties participate in binding arbitration to determine whether the other Owner who did not contribute to the cost of such activity shall contribute, and if so, in what amount. The arbitration shall be by a single arbitrator agreed to by the parties. If the parties cannot agree the arbitrator shall be appointed by the Skagit County Superior Court on the civil motion calendar. In the event that a arbitrator should issue a final, binding ruling that the work was necessary to maintain the Easement Area to the standard required hereunder, and if the work was done to the quality required, then the Owner who should have shared cost shall be responsible for the required shares of the cost, and the Owner who performed the work shall be entitled to be reimbursed by the other Owner for their required share. The prevailing party shall be awarded costs and reasonable attorney's fees for the arbitration as determined by the arbitrator. All repairs, replacement, maintenance, or improvements made to the Easement Area shall be made to a quality suitable to accomplish the purposes for which the Easement Area has been created.

Nothing in this Section is intended to create any rights in the third parties to compel the City of Sedro Woolley to take any enforcement auction or perform any duties.

8. **Interest on Obligations.** In the event of failure by any Owner to pay his required share of any costs or expenses incurred hereunder, such costs and expenses shall, commencing thirty (30) days after the date of billing therefore, bear interest at the rate of twelve percent (12%) per annum until paid.

9. **Binding on Successors.** This agreement shall be deemed and is intended to be a covenant running with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or conveyance of the said property shall be deemed to have consented to and become bound by these terms.

