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Skagit County Auditor

Filed for Record at Request of:
Patrick Grant
PO Box 1009
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 30 2021

Title of Document: Joint Use Easement
Grantor: Patrick Grant
Grantee: Patrick Grant

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

Abbreviated legal: Lots 1 & 2 of "Grant Short Plat" according to the plat thereof recorded January 12, 2021, under Auditor's File No. 202101120029, records of Skagit County, Washington, situate in Skagit County, Washington.

Tax Parcel Nos: P39349 & P135444

JOINT USE EASEMENT

THE JOINT USE EASEMENT is made this 30th day of March, 2021, by Patrick Grant, for the purpose of securing perpetual rights of the use, maintenance, repair and replacement of a private driveway area that provides rights of ingress and egress to two parcels of real property owned by Patrick Grant.

RECITALS

A. Patrick Grant is the owner of the following parcels of real property:

1. Real property located at 1003 N. Fruitdale Road, Sedro Woolley, Skagit County, Washington, legally described as follows:

Lot 1, "GRANT SHORT PLAT", according to the plat thereof recorded January 12, 2021, under Auditor's File No. 202101120029, records of Skagit County, Washington. Situate in Skagit County, Washington.

Parcel No. P39349

Hereinafter referred to as "Lot 1".

2. Real property located at 1005 N. Fruitdale Road, Sedro Woolley, Skagit County, Washington, legally described as follows:

Lot 2, "GRANT SHORT PLAT", according to the plat thereof recorded January 12, 2021, under Auditor's File No. 202101120029, records of Skagit County, Washington. Situate in Skagit County, Washington.

Parcel No. P135444

Hereinafter referred to as "Lot 2".

B. Lot 2 is located immediately adjacent to and north of Lot 1.

C. In order to develop Lot 1 and Lot 2, a joint easement for access over a portion of Lot 1 and a portion of Lot 2 is required for the benefit of both lots ("Common Driveway/Parking").

NOW, THEREFORE, for and in consideration of the several matters described above, for the mutual benefit of Patrick Grant and the future Owners of Lot 1 and Lot 2, ["Lot Owners" or "Parties"], Patrick Grant grants and dedicates the following Covenant and associated easement rights:

1. Grant of Easement. In consideration of the mutual covenants and conditions herein, Patrick Grant, as owner of Lot 1 and Lot 2, 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 and egress, for the mutual benefit of Lot 1 and Lot 2.

2. Description and Location of Easement. The easement granted herein is over the West half of the South half of Lot 2, and the West half of the North half of Lot 1, 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 and egress, maintenance and repair within the Easement Area for the benefit of the Lot Owners of Lot 1 and Lot 2.

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 1 and Lot 2, subject to the provisions of Paragraph 4.c herein and of Paragraphs 5 and 6 herein below.

b. 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).

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 1 and Lot 2. 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, Patrick Grant has caused this Easement to be executed on the day, month, and year first above written.

Patrick Grant

Patrick Grant

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Patrick Grant 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 property owner, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: March 30, 2021



Sheryl L. Carman
Notary Public in and for the State of Washington

Print name: Sheryl L. Carman

My commission expires: 10-10-23