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Land Title & Escrow
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Title of Document:

Joint Use Easements

Grantor:

Town of La Conner

Grantee:

Town of La Conner

Abbreviated legal:

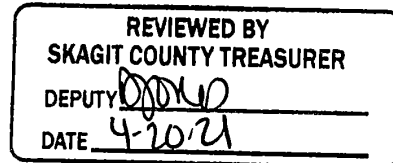
Parcels A, B, C, D, E, F, G & H, Town of La Conner LLA No. LU21-14LL

Full Legal:

Pages 1-2

Tax Parcel Nos:

P114063; P112748; P74406; P106624; P74407 and P74409



JOINT USE EASEMENTS

THESE JOINT USE EASEMENTS are made this 16th day of April, 2021, by the Town of La Conner, a Washington municipality ("La Conner") for the purpose of securing perpetual rights of the use, maintenance, repair and replacement of three private access areas that provides rights of ingress, egress and utilities to parcels of real property owned by La Conner.

RECITALS

A. La Conner is the owner of the following parcels of real property:

1. Real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcel H, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200062 records of Skagit County, Washington.

Hereinafter referred to as "Parcel H".

2. Real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcel A, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit

County Auditor's File No. 202104200060, records of Skagit County, Washington.

Hereinafter referred to as "Parcel A".

3. Three (3) parcels of real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcels E, F & G, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060 records of Skagit County, Washington.

Hereinafter collectively referred to as "Benefitted Property I".

4. Three (3) parcels of real property located in the Town of La Conner, Skagit County, Washington, legally described as follows:

Parcel B, C & D, Town of La Conner Lot Line Adjustment No. LU21-14LL, according to the map thereof recorded April 20, 2021, under Skagit County Auditor's File No. 202104200060 records of Skagit County, Washington.

Hereinafter each parcel is individually referred to as "Parcel B", "Parcel C" and "Parcel D", respectively; collectively the parcels are referred to as "Benefitted Property II".

B. Parcel B is immediately adjacent to and Southwest of Parcel A.

C. Benefitted Property I and Benefitted Property II are located adjacent to and East of Parcel H.

D. As a condition of the purchase of the real property that is the subject of this Agreement, an easement for access and utilities over Parcel A is required to be established.

E. As a condition of the Town of La Conner Lot Line Adjustment No. LU21-14LL, and in order to develop Benefitted Property I and Benefitted Property II, two (2) separate easements for ingress, egress and utilities over a portion of Parcel H is required for Benefitted Property I and Benefitted Property II.

F. La Conner wishes to make provisions formalizing an easement which provides access and utilities to Parcel B, an easement which provides access and utilities to Benefitted Property I and an easement which provides access and utilities to Benefitted Property II, as well as set forth maintenance provisions relating to such easements.

NOW, THEREFORE, for and in consideration of the several matters described above, for the benefit of La Conner and the future Owners of Parcel A, Parcel H, Benefitted Property I and

Benefitted Property II ["Parcel Owners" or "Parties"], La Conner grants and dedicates the following covenants and associated easement rights:

1. **Grant of Easement.**

a. **Easement A.** In consideration of the mutual covenants and conditions herein, La Conner, as owner of Parcel H, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H, the description and location of which is described in Paragraph 2(a) herein, for the purpose of ingress, egress and utilities, for the benefit of Benefitted Property I.

b. **Easement B.** In consideration of the mutual covenants and conditions herein, La Conner, as owner of Parcel H, does hereby grant a non-exclusive easement over, under and across a portion of Parcel H, the description and location of which is described in Paragraph 2(b) herein, for the purpose of ingress, egress and utilities, for the benefit of Benefitted Property II.

c. **Easement C.** In consideration of the mutual covenants and conditions herein, La Conner, as owner of Parcel A, does hereby grant a non-exclusive easement over, under and across a portion of Parcel A, the description and location of which is described in Paragraph 2(c) herein, for the purpose of ingress, egress and utilities, for the benefit of Parcel B.

2. **Description and Location of Easements.**

a. **Easement A.** Easement A granted herein is "T" shaped, being 26' in width for 80', then at the "T" being 20' in width and 21' in length on each side of the "T", which is over a portion of Parcel H, as is more specifically described and depicted in the Town of La Conner Lot Line Adjustment No. LU21-14LL, recorded April 20, 2021, under Auditor's File No. 202104200060.

b. **Easement B.** Easement B granted herein is "T" shaped, being 26' in width for 80', then at the "T" being 20' in width and 21' in length on each side of the "T", which is over a portion of Parcel H, as is more specifically described and depicted in the Town of La Conner Lot Line Adjustment No. LU21-14LL, recorded April 20, 2021, under Auditor's File No. 202104200060.

c. **Easement C.** Easement C granted herein is 20' in width over the southeasterly portion of Parcel A, as is more specifically described and depicted in the Town of La Conner Lot Line Adjustment No. LU21-14LL, recorded April 20, 2021, under Auditor's File No. 202104200060.

3. **Maintenance.**

a. **Easement A.** The costs to maintain, repair and improve Easement A shall be shared equally by the owners of Benefitted Property I, subject to the provisions of Paragraph 3.e

herein and of Paragraphs 4 and 5 hereinbelow.

b. **Easement B.** The costs to maintain, repair and improve Easement B shall be shared equally by the owners of Benefitted Property II, subject to the provisions of Paragraph 3.e herein and Paragraphs 4 and 5 hereinbelow.

c. **Easement C.** The costs to maintain, repair and improve Easement C shall be shared equally by the owners of Parcel A and Parcel B, subject to the provisions of Paragraph 3.e herein and Paragraphs 4 and 5 hereinbelow; provided, however, the cost of paving Easement C shall be initially borne by the owner of Parcel B, subject to the owner of Parcel A reimbursing the owner of Parcel B after development of Benefitted Property I and Benefitted Property II.

d. **Utilities.** The cost to install, maintain, repair and improve the utilities solely serving any Parcel within Parcel A or Parcel B, as relates to Easement C, shall be borne solely by the owners of the Parcel so benefitted, subject to the terms of Paragraphs 4 and 6 herein. Likewise, the cost to install, maintain, repair and improve the utilities solely serving any Parcel within Benefitted Property I or any Parcel within Benefitted Property II, shall be borne solely by the owners of the Parcel so benefitted, subject to the terms of Paragraphs 4 and 5 herein.

e. **Extraordinary Use.** The owner or owners of Parcel A, Parcel B, Benefitted Property I and Benefitted Property II shall be separately responsible to repair, and for the costs thereof, any damage caused to Easement A or Easement B or Easement C, as applicable, 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 owners benefitting from such common driveway as has been damaged, may do so after 10 days' notice to such owner or owners utilizing such common driveway; with the exception of Parcel A which cannot be subject to a lien while owned by the Town of La Conner, 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 6 herein.

4. **Notice.**

a. **Repairs and Maintenance.**

i. **Easement A.** Representatives of the owners of Benefitted Property I shall inspect Easement A in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement A functional, in good repair and appearance, for the mutual benefit of all Parcels within Benefitted Property I. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owners of Benefitted Property I. The owners of Benefitted Property I shall determine when the work shall occur and which of the 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 5 and 6 herein.

ii. **Easement B.** Representatives of the owners of Benefitted Property II shall inspect Easement B in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement B functional, in good repair and appearance, for the mutual benefit of all Parcels within Benefitted Property II. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owners of Benefitted Property II. The owners of Benefitted Property II shall determine when the work shall occur and which of the 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 5 and 6 herein.

iii. **Easement C.** Representatives of the owners of Parcel A and Parcel B shall inspect Easement C in accordance with the owner of Parcel A's customary schedule and procedures to determine the nature and scope of any maintenance or repairs that are necessary to keep Easement C functional, in good repair and appearance, for the mutual benefit of both Parcel A and Parcel B. Any maintenance or repair work deemed necessary by the owner of Parcel A shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owner of Parcel A; provided, however, that the owner of Parcel A may elect in its sole discretion to perform any such work using its own forces and materials. The owner of Parcel A shall determine when the work shall occur and shall enter into a contract for such repairs; the owner of Parcel B shall be liable to the owner of Parcel A as hereinafter provided and subject to paragraphs 5 and 6 herein.

b. Improvements:

i. **Easement A.** Prior to any owner within Benefitted Property I commencing any improvements to Easement A, notice shall be provided to the other 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 owners of Benefitted Property I. 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).

ii. **Easement B.** Prior to any owner within Benefitted Property II commencing any improvements to Easement B, notice shall be provided to the other 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 owners of Benefitted Property II. 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).

iii. **Easement C.** Except for the initial paving of Easement C by the owner of Parcel B, and later reimbursement by the owner of Parcel A, prior to any owner within Parcel A or Parcel B commencing any improvements to Easement C, notice shall be provided to the other owners. The notice shall contain an estimated cost of the improvement and a timeline for the improvement to occur. 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 any owners of Parcel A, Parcel B, Benefitted Property I or Benefitted Property II performing any installation, maintenance or repairs to the utilities serving solely such owner's Parcel, notice shall be provided to the other Parcel Owners in relation to Easement A or Easement B or Easement C, as applicable. The notice shall contain a description of the work to occur and the proposed date(s).

5. **Adjustment of Accounts for Maintenance Share – Reserve Account Authorized.** Upon completion of spring maintenance to Easement A and Easement B, the owners of Parcels within Benefitted Property I (as relates to Easement A) and the owners of Parcels within Benefitted Property II (as relates to Easement B), respectively, shall determine their respective liabilities for Maintenance Share. 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 owners of Benefitted Property I and the owners of Benefitted Property II, may separately agree to establish and maintain, at a reputable financial institution, a reserve fund designed to provide funding for long-term maintenance and repair to Easement A and/or Easement B, as applicable. In the event that such a reserve fund is established, the owners' respective payments made into such account shall be deemed to constitute portions of the Maintenance Shares of the Parties.

6. **Enforcement.** It is hereby agreed that should the owner of Parcel B, any owner within Benefitted Property I or within Benefitted Property II fail to pay their respective share of any costs to improve, repair or maintain their respective Easement A or Easement B or Easement C, as applicable, the remaining owners sharing Easement A or Easement B or Easement C, as applicable, may pay for the non-paying owner's share. In such event, the paying owner(s), shall have a lien against the non-paying owner's real property and improvements. The lien arising under this section may be enforced judicially by the paying owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying owner(s) or their authorized representative shall

have the power to purchase the non-paying 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 owner may elect to take a deed in lieu of foreclosure in any such proceeding.

7. **Non-Interference.** The owners within Benefitted Property I and Benefitted Property II, and the owners within Parcel A and Parcel B shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners of Easement A, Easement B and Easement C, respectively. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and other bound to or returning from any of the properties and having a need to use Easement A or Easement B or Easement C. This non-interference provision specifically prohibits the parking of vehicles, trailers, RV's, etc. within Easement A and Easement B. Parking is permitted within Easement C as long as it does not interfere or restrict ingress and egress to Parcel B.

8. **As-Built.** Upon the owner of Parcel A's request, the owner of Parcel B shall promptly provide the owner of Parcel A with an as-built drawing, accurately showing the location and depth of any utilities placed underground within Easement C.

9. **Access During Construction.** During any period of construction or maintenance taking place on Parcel A, the party prosecuting the work shall make satisfactory provision for the other party to have continued access along, over and across Easement C.

10. **Easements Appurtenant.** Each of the easements and rights granted or created herein is an appurtenance to the applicable Benefitted Property, and none of such easements or rights may be transferred, assigned, or encumbered except as an appurtenance to the applicable Benefitted Property.

11. **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 Benefitted Property I, Benefitted Property II, Parcel A and Parcel B. This Easement shall be binding on the parties hereto, and the respective successors, assignees, transferees, grantees and heirs.

12. **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.

13. **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.

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

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

TOWN OF LA CONNER

By: Ramon Hayes, Mayor

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ramon Hayes is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and that he acknowledged it as the Mayor of the Town of La Conner, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: April 16th, 2021.

Shelley L. Nevitt
Notary Public in and for the State of Washington
Print name: Shelley L. Nevitt
My commission expires: 6-19-2023

