

1 | RETURN TO:
2 | CATHLEEN YEDINAK
3 | POST OFFICE BOX 1667
4 | WENATCHEE, WA 98807-1667

202104220094

04/22/2021 01:22 PM Pages: 1 of 5 Fees: \$107.50
Skagit County Auditor

ACCOMMODATION RECORDING

CHICAGO TITLE
620047053

DRIVEWAY MAINTENANCE AGREEMENT

Grantor: Cathleen Yedinak, Personal Representative for the Estate of Richard I. McMonagle, deceased.

16 Grantee: Cathleen Yedinak, Personal Representative for the Estate of Richard I.
17 McMonagle, deceased.

18 **Legal Desc. (abbrev.):** Encumbered Property: Portion of Section 24, Township 36 North,
19 Range 3, E.W.M., Skagit County, Washington. Benefited Property: Portion of Section 19,
20 Township 36 North, Range 4 E.W.M., Skagit County, Washington. Additional legal
21 descriptions on Pages 1 and 2.

22 Tax Parcel No.: P 48220 and P 48219.

29 Tract 2 of Survey recorded in Volume 2 of Surveys, Pages 55 and 56, under
30 Auditor's File No. 867842 records of Skagit County, Washington (being a portion
31 of the South half of the Southeast quarter of Section 24, Township 36 North, Range
32 3, E.W.M.),

34 hereinafter referred to as Parcel A.

DRIVEWAY MAINTENANCE AGREEMENT - 1

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That portion of Tract 1 of Survey recorded November 2, 1977 as Auditor's File No. 867842 in Volume 2 of Surveys, Pages 55 and 56 lying Westerly of the following described line:

Begin at the Southwest corner of Tract "A" of Skagit County Short Plat No. 7-76, approved April 2, 1976 and recorded April 6, 1976 as Auditor's File No. 832832; thence West along the South line of the above mentioned Tract 1, a distance of 17.92 feet to the True Point of Beginning of this line description; thence North $0^{\circ}58' 29''$ West 730.0 feet, more or less, to point on the North line of said Tract 1, said point being the Terminus of this line description.

Said Tract 1 being a portion of the Southeast ¼ of the Southeast ¼ of Section 24, Township 36 North, Range 3 East, W.M. and of Government Lot 4 of Section 19, Township 3 North, Range 4 East W.M., Skagit County, Washington.

hereinafter referred to as Parcel B.

WHEREAS, Parcels A and B currently share the use of a common driveway and the parties desire to continue joint use and establish a maintenance agreement between said parties, NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Any and all persons owning or purchasing an interest in and to the real property described hereinabove as Parcels A and B, their heirs, successors or assigns, shall be bound by the terms of this Agreement and said persons' acquisition of an interest in and to said real property or any portion thereof shall indicate that this Agreement is accepted, ratified and will be complied with by said persons acquiring said interest. This Agreement shall benefit, run with the land and perpetually encumber the real property described hereinabove, Parcels A and B.

2. This Agreement is for the purpose of cooperatively and jointly providing for driveway maintenance and improvements of the driveway easement as

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1 delineated in that certain Grant of Easement recorded under Skagit County Auditor's No.
2 202104220093

3 3. The owners of Parcels A and B described herein shall each pay
4 one-half (1/2) of reasonable and necessary costs for maintenance on the driveway easement
5 to maintain the driveway in its present condition. "Reasonable and necessary costs" shall
6 be determined by a mutual consent of the ownership of Parcels A and B.

7 4. Maintenance costs shall be incurred solely to maintain the
8 driveway in its present condition. In the event any party desires to improve the driveway
9 beyond the present condition, and subject to the terms of Paragraph 3, hereinabove, then
10 unless all owners consent to the improvement and agree to pay a proportionate share of the
11 costs, then the owner requesting the improvement shall be solely responsible for all costs of
12 the improvement. All such unilateral improvements shall be performed in a manner so as
13 not to unreasonably interfere with the other owners' use of the easement or the other
14 owners' property.

15 5. In the event any owner of any benefitted Parcel intentionally or
16 negligently damages any part of the driveway, then said person shall be responsible for the
17 damage and shall pay all costs of repair and/or replacement within ten (10) days of said
18 damage. In the event said person responsible for the damage fails to repair or replace the
19 damaged portion of the driveway or pay the costs thereof, then any person benefitted by this
20 agreement shall be entitled to file suit to collect said costs.

21 6. In the event that expenses for maintenance of the driveway are approved
22 by the property owners, then the owners shall pay their proportionate share within twenty
23 (20) days of receipt of the billing for said improvements or maintenance costs. Payments
24 shall be made directly to the provider of maintenance unless another method of payment is
25 otherwise unanimously agreed upon among the owners of the property. In the event that
26 any owner fails to pay their proportionate share of duly approved and incurred costs for

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1 maintenance, then any other property owner shall be entitled to institute a lawsuit for
2 collection of said proportionate share of costs and otherwise enforce the terms of this
3 Agreement.

4 7. This agreement may be amended by the owners of the real property at a
5 duly called and noticed meeting. No Amendment shall take effect until approved by a
6 majority of the owners, reduced to writing and recorded with the Auditor of Skagit County,
7 State of Washington.

8 8. In the event any owner of a parcel of property bound by the covenants
9 and agreements contained herein shall violate said covenants and agreements, or attempt to
10 frustrate the enforcement and use of the easements established hereby, then any other owner
11 of a parcel of encumbered or benefitted real property shall be entitled to enforce the
12 easements, covenants and agreements contained herein, which enforcement shall include,
13 but not be limited to, the right to file and foreclose liens against the encumbered property
14 for failure to pay any assessment or charge due hereunder, the filing of a lawsuit or other
15 legal or equitable action to enforce the terms of the covenants, easements and agreements
16 contained herein and any judgment rendered by a court of competent jurisdiction shall
17 include an award of reasonable attorney's fees and costs incurred in favor of the prevailing
18 party in said action.

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20 DATED this 21st day of April, 2021.
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25 
26 Cathleen Yedinak, Personal Representative
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DRIVEWAY MAINTENANCE
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2
3 STATE OF WASHINGTON)
4) ss.
5 County of Chelan)
6

7 I certify that I know or have satisfactory evidence that Cathleen Yedinak is
8 the person who appeared before me, and said person acknowledged that she signed this
9 instrument, on oath stated that she was authorized to execute the instrument and
10 acknowledged it as the Personal Representative for the Estate of Richard I. McMonagle,
11 deceased, to be the free and voluntary act of such party for the uses and purposes mentioned
12 in the instrument.

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16 DATED this 21st day of April, 2021.
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Tracy Parke
TRACY PARKE

Notary Public in and for the
State of Washington, residing
at E. Wenatchee.

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29 My Commission Expires: 3.17.24
30



DRIVEWAY MAINTENANCE
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