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06/14/2021 04:01 PM Pages: 1 of 6 Fees: \$108.50
Skagit County Auditor

After Recording Return to:

C.J. Ebert
Snapdragon Hill LLC
2911 1/2 Hewitt Ave., Ste. 1
Everett, WA 98201

~~ACCESS AND UTILITY EASEMENT~~ *as 1*
~~AND ROAD MAINTENANCE AGREEMENT~~

Grantor: SNAPDRAGON HILL LLC

Grantee: SNAPDRAGON HILL LLC

Legal Description: Lots 3, 4, 5, 6 and 8, Block 12, Map of Syndicate addition to the Town of La Conner, Skagit County, Add'l on Exhibit B, attached.

Assessors Tax Parcel Nos.: P74323, P135462, P135463, P135464, P135465

THIS DECLARATION is made the date stated below by **SNAPDRAGON HILL LLC**, a Washington limited liability company ("Owner").

BACKGROUND

A. Owner owns the real property legally described on **Exhibit B**, attached (individually, each "Lot," and, collectively, the "Lots"). Each lot is also referred to herein by its respective lot number as stated on **Exhibit B**.

B. The Owner wishes to create an easement over the portion of lots 3, 4, 5 and 8 which is legally described on **Exhibit A** and depicted on **Exhibit C**, attached (the "Easement Property"), which provides access and utilities to lost 4, 5, 6 and 8 (collectively, the "Benefited Lots").

Now, Therefore, **OWNER DECLARES AS FOLLOWS:**

1. Access and Utility Easement. The Owner, as the owner of the Easement Property hereby grants and declares an easement for ingress, egress and utilities for single family residential purposes only, over and across the Easement Property, for the use and benefit of each of the Lots.

2. Maintenance and Repairs. The Owner of each Lot, by acceptance of a deed for such Lot, whether or not expressly stated in the deed, agrees and covenants to share in the expenses of maintaining and repairing the Easement Property. The costs of repairs,

maintenance and improvements on the Easement Property shall be shared equally by the Lot Owners, except as expressly provided in Sections 3 and 4 below. It is intended that the Easement Property be maintained in good condition, such that it is readily usable without difficulty or damage by normal (2 wheel drive) automobiles.

Before undertaking repairs or maintenance, a Lot Owner will give the other Lot Owners reasonable notice of intent to do so, and make a reasonable effort to obtain consent and concurrence from all. Absent emergency circumstances necessitating repairs, if the parties are unable to agree on the need for particular maintenance or repairs and/or the details of carrying out such work, the party proposing to carry out the work shall provide written notice detailing the work to be performed and its estimated cost. The other parties shall have fifteen (15) days to provide a written response detailing any objection, including the reason for each objection; absent such response, the other parties shall be deemed to have concurred in the proposal and be bound to provide reimbursement of their share of the cost. If another party does object, the matter may be submitted for dispute resolution as set forth below.

The right to reimbursement of expenses shall be limited to actual cash expenditures only—no party shall be entitled to reimbursement or compensation from the other party for labor or services performed. Any amount owing by one party to another party pursuant to this Agreement shall bear interest at twelve percent (12%) per annum.

3. Extraordinary Repair of Easement. If a Lot Owner, his/her agents, contractors, guests, or invitees making use of the Easement Property does significant damage, that Lot Owner shall be responsible for repairing the same at their own expense. If such Lot Owner fails to repair the damage, the other Lot Owners may repair the damage and require payment from the responsible Lot Owner for the entire cost of repairs.

4. Additional Utilities Within the Easement. Any Lot Owner desiring to place additional utilities within the Easement Property must pay to have the utilities placed there and pay to have the property returned to the same condition it was in prior to the utilities being installed. The term “utilities” shall include, but not be limited to, water, gas, sewer, storm drainage, electricity, telephone, and cable television.

5. Dispute Resolution. Any dispute arising out of this Agreement shall be resolved by arbitration by one independent and knowledgeable arbitrator, agreed on by the parties. If the parties cannot agree on the arbitrator, then any party may petition the Presiding Judge of the Skagit County Superior Court to appoint one, upon twenty (20) days written notice to the other parties. The decision of the arbitrator shall be final and binding on the parties.

6. Easement Appurtenant. The easement hereby granted is intended to be appurtenant to each of the Lots described herein. The covenants herein are intended to run with the land, and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors and assigns, with respect to each Lot.


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7. **Duration.** The duration of this easement shall be perpetual.

8. **Attorneys' Fees and Costs.** In the event of arbitration or court proceedings to enforce the terms of this Agreement, the arbitrator and/or the court shall, in its discretion, be entitled to award reasonable attorney's fees and costs to the substantially prevailing party.

DATE: June 10th, 2021

SNAPDRAGON HILL LLC

By: 
C.J. Ebert, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I have evidence that C.J. Ebert 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 acknowledged it as the Member of SNAPDRAGON HILL LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 10, 2021





Print Name: ANDREAL MOORE
NOTARY PUBLIC in and for the State of
Washington.
My commission expires: 12/27/2021

EXHIBIT A**EASEMENT LEGAL DESCRIPTION**

A STRIP OF LAND, 26.00 FEET IN WIDTH, OVER A PORTION OF LOTS 3, 4, 5 AND 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID STRIP BEING 13.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH 12°51'30" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 13.50 FEET;
THENCE SOUTH 77°08'30" EAST 39.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET;
THENCE EASTERLY 5.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°28'31" TO THE EASTERLY RIGHT OF WAY LINE OF HIGH STREET AND THE BEGINNING OF SAID CENTERLINE;
THENCE CONTINUE EASTERLY ALONG SAID 64.50 FOOT RADIAL CURVE TO THE LEFT FOR A DISTANCE OF 8.12 FEET THROUGH A CENTRAL ANGLE OF 7°12'52";
THENCE SOUTH 88°49'54" EAST 13.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 64.50 FEET;
THENCE EASTERLY 13.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'23";
THENCE SOUTH 77°08'30" EAST 71.09 FEET TO THE WEST LINE OF LOT 6 OF SAID BLOCK 12 AND THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED STIP OF LAND SHALL BE LENGTHENED OR SHORTENED, AS REQUIRED TO INTERSECT WITH THE WEST LINE OF SAID LOT 6 AND THE EASTERLY AND NORTHERLY RIGHT OF WAY LINES OF HIGH STREET.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

11-19-2020

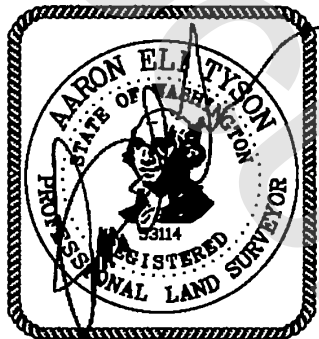


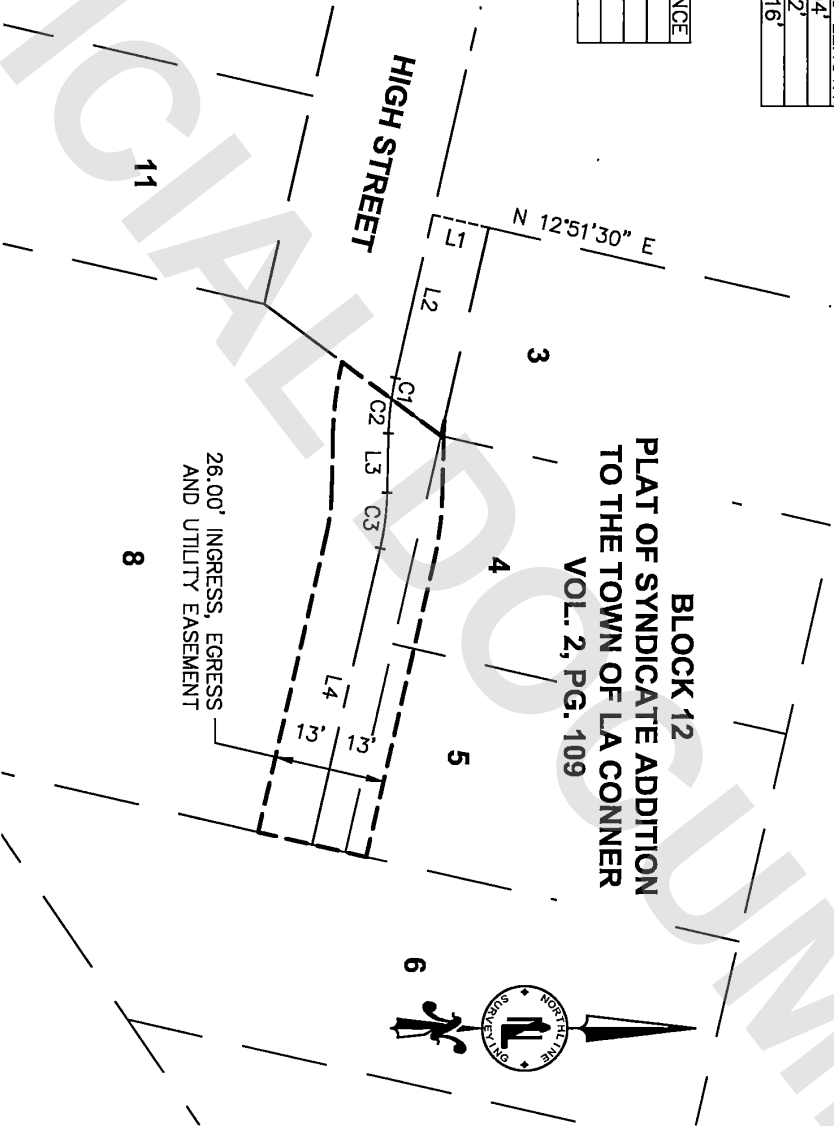
EXHIBIT B

Legal Description of Lots

- LOT 3: LOT 3, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.
- LOT 4: LOT 4, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.
- LOT 5: LOT 5, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.
- LOT 6: LOT 6, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.
- LOT 8: LOT 8, BLOCK 12, MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON.

CURVE RADIUS DELTA ANGLE ARC LENGTH		
C1	64.50'	4°28'31" 5.04'
C2	64.50'	7°12'52" 8.12'
C3	64.50'	11°41'23" 13.16'

LINE	BEARING	DISTANCE
L1	N 12°51'30" E	13.50'
L2	N 77°08'30" W	39.12'
L3	N 88°49'54" W	13.94'
L4	N 77°08'30" W	71.09'



Northline
Surveying
2025 Riverside Drive, Suite D
Mount Vernon, WA 98273
P: (360)899-9598
SURVEYING AND CONSTRUCTION TECHNOLOGIES

MAP EXHIBIT "C"

DATE: 11/04/2020
DRAWN: AET
SCALE: 1" = 40'
JOB# 20-55