



202112170092

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Skagit County Auditor

Return Address

Stiles & Lehr Inc., P.S.
925 Metcalf St. / PO Box 228
Sedro-Woolley, WA 98284
Attention: Timothy C. Lehr

REVIEWED BY
SKAGIT COUNTY TREASURER

DEPUTY Jose Blew

DATE 12-17-21

Document Title(s) (or transactions contained therein):

1. Declaration of Easements and Maintenance Agreement
- 2.
- 3.

Reference Number(s) of Documents assigned or released: N/A
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

1. E & A Holdings, DBA Johnston Building Services, LLC, a Washington limited liability company
- 2.
- 3.

Grantee(s) (Last name first, then first name and initials):

1. E & A Holdings, DBA Johnston Building Services, LLC, a Washington limited liability company
2. Dennis L. Arney
- 3.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN NW NE SEC 18, TWN 35N RGE 05E

Full legal descriptions attached as Exhibit "A"

Assessor's Property Tax Parcel/Account Number(s)

P39353 / 350518-0-053-0000

P39343 / 350518-0-046-0117

DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT

This Declaration of Easements and Maintenance Agreement (this "Agreement") is made as of November ____, 2021 by and between E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC, a Washington limited liability company ("E&A") and DENNIS L. ARMEY, as owner of P39343 ("Armey").

RECITALS

WHEREAS, E&A owns the certain parcel of real property consisting of Skagit County Tax Parcel P39353 / 350518-0-053-0000, more separately and legally described on the attached **Exhibit A** ("E&A PROPERTY") and graphically depicted on Short Plat No. SW-SP-2020-250, which is attached as **Exhibit C**, both Exhibits incorporated herein by this reference.

WHEREAS, **Exhibit C** depicts a short plat on E&A Property which will result in the proposed Lots 1, 2, and 3 (proposed Lots individually referred to herein as "LOT 1", "LOT 2", "LOT 3", and collectively referred to as the "Lots"), as depicted on **Exhibit C**.

WHEREAS, Armey owns the certain parcel of real property consisting of Skagit County Tax Parcel P39343 / 350518-0-046-0117, more separately and legally described on the attached **Exhibit B** and graphically depicted on the attached **Exhibit C** ("ARMEY PARCEL").

WHEREAS, E&A wishes to declare and establish of record access and utility easements to serve the Lots and the ARMEY PARCEL, their heirs, successors in interest and assigns.

GRANT OF EASEMENTS

1. **LOT 1 Easement.** E&A, as owner of LOT 1 of Short Plat No. SW-SP-2020-250 hereby grants and conveys to the ARMEY PARCEL, LOT 2 and LOT 3 a 20' wide non-exclusive and perpetual private access easement for ingress, egress and utilities over, across, under and through a portion of LOT 1 as delineated on the face of Short Plat No. SW-SP-2020-250, recorded under Auditor's File No. 202112170095 ("LOT 1 Easement").

Said easement shall be for the benefit of the ARMEY PARCEL, LOT 2 and LOT 3, their heirs, successors in interest and assigns, and be for ingress, egress, and the installation and maintenance of utilities, and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.

LOT 1 reserves the right to use the easement area for any purpose not inconsistent with the access rights herein granted, provided; that LOT 1, its heirs, successors in interest and assigns shall not construct or maintain any building or other structure, or permit any obstruction within the easement area which would interfere with the exercise of the right of access granted herein.

2. **LOT 1 Second Easement.** E&A, as owner of LOT 1 of Short Plat No. SW-SP-2020-250 hereby grants and conveys to LOT 2 and LOT 3 a non-exclusive and perpetual private access easement for ingress, egress and utilities over, across, under and through a portion of LOT 1, beginning as a 10' wide access road on the southerly portion of LOT 1 abutting the LOT 1 Easement and extending northeasterly approximately 61.00' as delineated on the face of Short Plat No. SW-SP-2020-250, recorded under Auditor's File No. 202112170095 ("LOT 1 Second Easement").

Said easement shall be for the benefit of LOT 2 and LOT 3, their heirs, successors in interest and assigns, and be for ingress, egress, and the installation and maintenance of utilities, and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.

LOT 1 reserves the right to use the easement area for any purpose not inconsistent with the access rights herein granted, provided; that LOT 1, its heirs, successors in interest and assigns shall not construct or maintain any building or other structure, or permit any obstruction within the easement area which would interfere with the exercise of the right of access granted herein.

3. **LOT 2 Easement.** E&A, as owner of LOT 2 of Short Plat No. SW-SP-2020-250 hereby makes, grants, and conveys to LOT 1 and LOT 3 a 20' x 50' non-exclusive and perpetual private access easement for ingress, egress and utilities over, across, under and through a portion of LOT 2 as delineated on the face of Short Plat No. SW-SP-2020-250, recorded under Auditor's File No. 202112170095 ("LOT 2 Easement").

Said easement shall be for the benefit of LOT 1 and LOT 3, their heirs, successors in interest and assigns, and be for ingress, egress, and the installation and maintenance of utilities, and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.

LOT 2 reserves the right to use the easement area for any purpose not inconsistent with the access rights herein granted, provided; that LOT 2, its heirs, successors in interest and assigns shall not construct or maintain any building or other structure, or permit any obstruction within the easement area which would interfere with the exercise of the right of access granted herein.

4. **LOT 3 Easement.** E&A, as owner of LOT 3 of Short Plat No. SW-SP-2020-250 hereby makes, grants, and conveys to LOT 1 and LOT 2 a non-exclusive and perpetual private access easement for ingress, egress, and utilities over, across, under and through a portion of LOT 3 as delineated on the face of Short Plat No. SW-SP-2020-250, recorded under Auditor's File No. 202112170095 ("LOT 3 Easement").

Said easement shall be for the benefit of LOT 1 and LOT 2, their heirs, successors in interest and assigns, and be for ingress, egress, and the installation and maintenance of utilities, and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.

LOT 3 reserves the right to use the easement area for any purpose not inconsistent with the access rights herein granted, provided; that LOT3, its heirs, successors in interest and assigns shall not construct or maintain any building or other structure, or permit any obstruction within the easement area which would interfere with the exercise of the right of access granted herein.

5. **City of Sedro-Woolley Easement.** It is the intent of E&A, as owner of LOT 1, LOT 2 and LOT 3, that the easements granted herein shall have the additional purpose of providing access for emergency vehicles, maintenance and other necessary City services to LOT 1, LOT 2, LOT 3 and the ARMEY PARCEL as required by the City of Sedro-Woolley. Such City of Sedro-Woolley Easement is delineated on the face of Short Plat No. SW-SP-2020-250, recorded under Auditor's File No. 202112170095.

ROAD AND STORMWATER MAINTENANCE AGREEMENT

LOT 1 Easement Maintenance and Repair. From and after the date of this Agreement, except to the extent that such easement area might be operated and maintained by public authorities or utilities, the owners of LOT 1, LOT 2, LOT 3 and the ARMEY PARCEL their heirs, successors in interest and assigns shall equally, jointly and mutually perform or cause to be performed and pay all costs associated with all maintenance and repair of the easement area.

LOT 1 Second Easement, LOT 2 Easement and LOT 3 Easement Maintenance and Repair. From and after the date of this Agreement, except to the extent that such easement area might be operated and maintained by public authorities or utilities, the owners of LOT 1, LOT 2, and LOT 3, their heirs, successors in interest and assigns shall equally, jointly and mutually perform or cause to be performed and pay all costs associated with all maintenance and repair of the easement areas.

Stormwater Infrastructure and Shared Maintenance. The owners of LOT 1, LOT 2, and LOT 3 shall equally and mutually provide for adequate long-term maintenance and continuation of the stormwater control measures pursuant to the maintenance requirement and standards described in the *Permanent Stormwater Control Facilities Operation and Maintenance (O&M)*

Manual and all attached Appendices, recorded under Auditor's File No. 202112170094 to ensure that the facilities remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws and ordinances. The owners of the Lots shall perform, and equally and mutually bear the costs of, preventative maintenance activities at intervals described in the O&M Manual along with necessary landscaping (grass cutting, weeding, etc.) and trash removal as part of regular maintenance and as described in the O&M Manual and shall equally and mutually be responsible for the inspection, maintenance, repair and replacement of all permanent stormwater facilities and any and all costs associated therewith.

The owners of the Lots shall also abide by all reporting requirements of the annual operation and maintenance report to the proper entities and allow access to the property for regular inspection and compliance purposes, as set forth in the O&M.

Definitions. For purposes of this Declaration the following definitions shall apply:

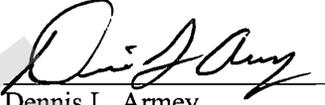
The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, trees, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open and available to the Lots benefitted thereby. The term "maintenance" and "repair" shall not include repaving, upgrading, widening, re-routing, or decommissioning the easement area. The terms "lot owner" or "owner" shall mean all persons holding a legal title or beneficial ownership interest in any of the lots or parcels that are subject hereof. "Lot owner" or "owner" shall not include persons holding a non-ownership interest in a lot or parcel, such as security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.

The Lot Owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said road easement area is for the benefit of all Lot Owners made a party hereto. The Lot of any such Owner failing to pay his/her proportionate share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other Lot Owner paying the share of a benefitted Lot Owner, who fails to pay the same, shall be entitled to a lien against the non-paying Lot Owner's property which may be foreclosed in the manner provided for foreclosure of mechanics liens.

IN WITNESS WHEREOF, the below named have executed this Declaration and Agreement on the day and year written below.


E & A Holdings, DBA Johnston
Building Services, LLC
By: Erik Johnston – its Manager

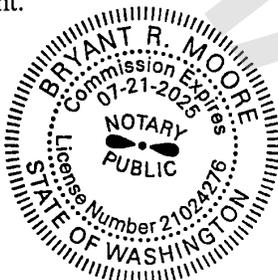
12-1-21
Date


Dennis L. Armey

12/1/21
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

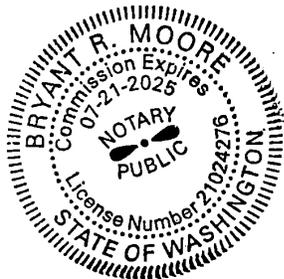
I hereby certify that I know or have satisfactory evidence that **Erik Johnston**, Manager of E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as Manager of E & A HOLDINGS, DBA JOHNSTON BUILDING SERVICES, LLC and acknowledged that he signed this instrument for the Company and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.




NOTARY PUBLIC in and for the
State of Washington
residing at: SEDDO - WOOLLEY
Commission expires: 7-21-2025

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Dennis L. Armey** is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.




NOTARY PUBLIC in and for the
State of Washington,
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EXHIBIT "A"**Legal Description of P39353**

PARCEL A:

That portion of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Commencing at a point 200 feet West of the East line of said subdivision and 120 feet North of the North line of the County road traversing said subdivision; Thence North to the North line of said subdivision; Thence East along the North line of said subdivision 200 feet to the Northeast corner thereof; Thence South along the East line of said subdivision to a point due East of the point of beginning; Thence West 200 feet to the point of beginning.

EXCEPT the following described Tract:

Commencing at a point 200 feet West of the East line of said Subdivision and 120 feet North of the North line of the county road traversing said Subdivision;
thence North 2 feet;
thence Southeast to a point 4 feet East of the Point of Beginning;
thence West 4 feet to the Point of Beginning.

Together with the East 20 feet of the following described Tract:

That portion of the Northwest Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 5 East of the Willamette Meridian, described as follows:

Commencing at a point 200 feet West of the East line of said subdivision and 120 feet North of the North line of the County road traversing said subdivision; Thence South 120 feet to the North line of said County road; Thence Southeasterly along the North line of said County road to an intersection with the East line of said subdivision; Thence North along the East line of said subdivision to a point due East of the point of beginning; Thence West to the point of beginning;

Situated in Skagit County, Washington.

PARCEL B:

An easement for ingress and egress for the movement of other persons and vehicles over and across the following described tract:

The West 20 feet of the North 415 feet of the Northeast Quarter of the Northeast Quarter of Section 18, Township 35 North, Range 5 East of the Willamette Meridian;

EXCEPT County road.

Situated in Skagit County, Washington.

EXHIBIT "B"

Legal Description of P39343

TRACT "B" OF SHORT PLAT 7-80 APPROVED MAY 1, 1980 AND RECORDED MAY 2, 1980 AS AUDITOR'S FILE NO. 8005020016 IN BOOK 4 OF SHORT PLATS, PAGE 76, RECORDS OF SKAGIT COUNTY, BEING A PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 5, E.W.M.

SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON