



**202205230073**

05/23/2022 02:11 PM Pages: 1 of 5 Fees: \$207.50  
Skagit County Auditor

**Document Title:**

Declaration of Easement Agreement

**Reference Number :**

**Grantor(s):**

☐ additional grantor names on page \_\_\_\_.

1. Charles P. Scheid

2.

**Grantee(s):**

☐ additional grantee names on page \_\_\_\_.

1. Charles P. Scheid

2.

**Abbreviated legal description:**

☐ full legal on page(s) \_\_\_\_.

Lot 1 Short Plat 94-027 AFN 9409300052

Lots 14 thru 30 Blk 3 Lake Cavanaugh Subdivision Div. #3

**Assessor Parcel / Tax ID Number:**

☐ additional tax parcel number(s) on page \_\_\_\_.

330622-1-001-0100 and 3939-003-020-0000

**DECLARATION OF INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by, Charles P. Scheid, as his separate estate, hereinafter referred to as the "**Declarant**";

**WHEREAS**, the Declarant, are the owners of the following described parcel, in Skagit County, Washington, and is hereinafter referred to as "**Declarant Dominant Estate Parcel**;"

**Declarant Dominant Estate Parcel: Tax Parcel 330622-1-001-0100:**

Lot 1 of Skagit County Short Plat No. 94-027 for Coast Pacific Trading, Inc, as recorded under Auditors File No. 9409300052, records of Skagit County, Washington.

**WHEREAS**, the Declarants, are the owners of the following described parcel, in Skagit County, Washington, and is hereinafter referred to as "**Declarant Servient Estate Parcel**;"

**Declarant Servient Estate Parcel: Tax Parcel 3939-003-020-0000:**

Lots 14 through 20, inclusive, Block 3, Plat of Lake Cavanaugh Subdivision Division No. 3, in accordance with the plat thereof, as recorded in Volume 6 of Plats at Page 31, records of Skagit County, Washington;

**WHEREAS** the declarant hereby grants and conveys a 30.00 feet non-exclusive easement for ingress, egress, and utilities over, under and across the "**Declarant Servient Estate Parcel**" to benefit the "**Declarant Dominant Estate Parcel**."

NOW, THEREFORE, the declarants hereby establish the following easement rights and covenants, conditions and restrictions for this agreement;

**Section 1. Establishment of Easement.**

Declarant hereby grants, conveys, and reserves a non-exclusive perpetual easement for ingress, egress, and utilities purposes for the benefit of the herein described "**Declarant Dominant Estate Parcel**" over, under, across and through portions of the "**Declarant Servient Estate Parcel**" described as follows and herein after referred to as the "Easement Area,"

**Easement Area:**

The northerly 15.00 feet of Lot 14 and the southerly 15.00 feet of Lot 15;  
The easterly 30.00 feet of Lots 15 through 17;  
The north 30.00 feet of Lots 18 through 20;  
All being in Block 3, Plat of Lake Cavanaugh Subdivision Division No. 3, in accordance with the plat thereof, as recorded in Volume 6 of Plats at Page 31, records of Skagit County, Washington;

And as shown and annotated on the attached Exhibit A incorporated by reference herein.

**Section 2. Purpose.**

The ingress, egress and utility easement, "Easement Area" granted herein shall be for the purpose of providing vehicular and pedestrian ingress to and egress from other access, easements, and public rights-of-way. The ingress, egress and utility easement may be used for as many homes or other uses as may be legally allowed on the Declarants parcels. The easement herein granted shall not be extinguished under the merger doctrine.

### Section 3. Road Maintenance and Agreement

The ingress, egress and utility easement herein described and created by this instrument are subject to the following terms and conditions:

Joint Rights of Use. The owners of Declarants Properties shall have joint and equal use and control of the road and utility easement described herein. Said road shall provide continuous, non-exclusive, open, unrestricted, unobstructed, and convenient access to the Declarants Properties and to all owners thereof, their guests and invitees. The utility easement shall provide continuous, non-exclusive rights, to the Properties, their permittees, and assigns, to install, construct, operate, maintain, alter, and repair distribution facilities and necessary appurtenances for utility services to the Declarants Properties, together with the right of ingress and egress for said purposes.

Joint Responsibility for Roadway. The Declarants Properties shall share joint responsibility for the road easement described herein. The owners of each Property shall be jointly and equally responsible for all costs, expenses, assessments, and liabilities which may arise in connection with the road easement access.

Road Easement Access Maintenance and Improvement. The location, course, width, and standard of improvement for the road shall not be materially changed without mutual approval of the Declarant Properties. All other reasonable expenditures for road repair, maintenance or improvement shall be assessed against the owners of each of the Properties on a joint and equal basis, and the party incurring such expense shall be reimbursed by all owners within 30 days of the date on which bills, and invoices are submitted for the same.

### Section 4. Covenant.

The Easement and the covenants herein contained shall be covenants running with the Declarants parcels, as herein described, and shall be binding on the parties hereto and their heirs, successors, and assigns. The rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon the parties' respective heirs, successors, and assigns.

### Section 5. Attorney's Fees and Costs.

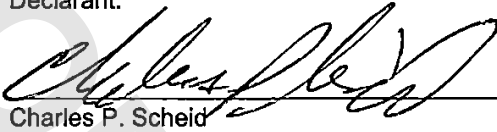
In any litigation or proceeding to enforce any term of this Agreement or to determine the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred therein.

### Section 6. Amendment.

This Agreement may only be amended, modified, or terminated by an agreement in writing, executed and acknowledged by the then-current Declarant properties owners;

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed;

Declarant:

  
Charles P. Scheid

STATE OF WASHINGTON )  
(ss.  
COUNTY OF SNOHOMISH )

On this 19<sup>th</sup> day of may, 2022, **Charles P. Scheid** before me personally appeared and who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: Andrea Canizales  
NOTARY PUBLIC in and for the State of Washington,  
residing at Marysville  
My commission expires: 12/7/22

