



202306160046

06/16/2023 11:55 AM Pages: 1 of 7 Fees: \$209.50  
Skagit County Auditor

PLEASE RETURN TO:  
Monte Petersen  
528 F and S Grade Rd  
Sedro-Woolley, WA 98284

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 16 2023

Amount Paid \$ *0*  
Skagit Co. Treasurer  
By *[Signature]* Deputy

ACCESS, UTILITY, & MAINTENANCE AGREEMENT

**GRANTOR:** Monte R Petersen, married man  
**GRANTEE:** Monte R Petersen, married man  
**Abbreviated Legal:** Baker Estates Short Plat, Lots 1, 2, 3 & 4  
**Additional Legal on page(s):** 1, See Exhibit A  
**Assessor's Tax Parcel Nos.:** P135580

THIS AGREEMENT is made on June 12<sup>th</sup>, 2023, by and between Monte Ross Petersen of 528 F and S Grade Rd, Sedro-Woolley, Washington 98284, hereinafter ("Grantor"), and Monte Ross Petersen of 528 F and S Grade Rd, Sedro-Woolley, Washington, 98284 hereinafter ("Grantee").

**Recitals**

A. The Grantor is the owner of certain real properties in Sedro-Woolley, Washington 98284, and more fully described as follows: LOT 1,2,3,4 OF Baker Estates Short Plat, PLAT NO. 2022-110, RECORDED UNDER AUDITOR'S FILE NO. ~~20230610048~~ (Servient Estate). 202306160048

B. The Grantee is the owner of certain real properties in Sedro-Woolley, Washington 98284, and more fully described as follows: LOTS 1,2,3,4 Baker Estates Short Plat, PLAT NO. 2022-110, RECORDED UNDER AUDITOR'S FILE NO. ~~\*~~, ("Dominant Estate"). \*2023 06160048

C. The Grantee desires to acquire certain rights in the Servient Estate.

**Grant of Easement**

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: LOT 1 - 4 PLAT OF Baker Estates Short Plat, PLAT NO. 2022-110, RECORDED UNDER AUDITOR'S FILE NO. 202306160048. SEE EXHIBIT A for details.

**Character of Easement**

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by AN ACCESS AND UTILITY EASEMENT IN FAVOR OF LOTS 1-4, PLAT OF Baker Estates Short Plat, PLAT NO. 2022-110, RECORDED UNDER AUDITOR'S FILE NO. 202306160048, RECORDS OF SKAGIT COUNTY, WASHINGTON.

202306160048

**Duration and Binding Effect**

The easement shall endure in perpetuity. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties. This agreement may not be modified or amended except by written agreement signed and acknowledged by all parties.

**Purpose of Easement**

The easement will benefit the Grantees by granting AN ACCESS, UTILITY, and STORMWATER EASEMENT IN FAVOR OF LOTS 1, 2, 3, 4. To include all access needed for any construction on lots and the placement of houses on lots.

**Limitations**

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to provide access and utilities to the Grantee's properties, including any and all access required for constructing homes on these lots.

**Exclusiveness of Easement**

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

**Grantor's Rights**

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement.

**Grantee's Rights and Duties**

Grantees shall share equally the duty to repair and maintain the property subject to the easement and shall keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

**Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by all parties.

**Attorney's Fees**

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

**DESCRIPTION OF MAINTENANCE AGREEMENT**

GRANTOR, Monte R Petersen, a married man ("Grantor") is the owner of real property located in Skagit County, Washington, which is more particularly described on the attached Exhibit "A."

To create a 20-foot easement for access, utilities, and stormwater that benefits Lots 1,2, 3 and 4 of the Baker Estates Short Plat, which is more particularly described in Exhibit "A" and a storm drainage system which is also more particularly described in Exhibit "A". The entire 20-foot easement, plus the storm drainage facility, plus the drivable surface area of the easement, plus all utilities in the easement are referred to herein, collectively, as the "Driveway". This will include the hammerhead portion of the driveway.

The intent of Grantors in making this Driveway Easement & Maintenance Agreement (this "Agreement") is to provide for contribution for maintenance and repair of the Driveway, the roadway, utilities, storm drainage and other associated improvements that benefit the Lots. The intent of this Agreement is to also grant an Access & Utility Easement to Lots 1, 2, 3, 4 via the section more particularly described in Exhibit "A" as "proposed shared driveway". This Agreement is not intended to, and shall not, terminate any existing easements benefiting the Lots.

#### **OBLIGATION FOR COST SHARING**

Agreement is Appurtenant. Grantor hereby declares that all of the Lots are, and will be, held, sold and conveyed subject to and burdened by this Agreement which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots, and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and as a covenant running with the land. The use of the term "Lot" in this Agreement shall refer to any one of the Lots or any portion thereof.

Decisions Concerning Maintenance. Any decision to take action to construct, maintain, repair and/or replace ("Maintain" or "Maintenance") the Driveway, storm drainage, utilities and/or any other associated improvements (the "Improvements") must be approved by the Owners of all affected Lots. Approval of a decision to Maintain the Improvements shall consist of the written consent of the Owners who hold majority of the Eligible Votes, as defined herein. The total Eligible Votes shall be equal to the total number of buildable lots located within the Lots. A "buildable lot" is any portion of a Lot which has a unique Skagit County Assessor's Tax Parcel Number and on which a permanent residential structure could be constructed under applicable Skagit County Code and all other applicable laws and regulations. An Owner shall have one vote for each buildable lot owned by the Owner and the total of all such votes shall be the total "Eligible Votes". If a Lot is owned by more than one person, the vote for that Lot shall be cast by them in such manner as is determined by the owners of the Lot.

Allocation of Costs. Any costs incurred in Maintenance of the Improvements shall be divided into equal shares, with each Owner of a buildable lot receiving one share for each buildable lot owned by the Owner.

Notwithstanding anything to the contrary, no share of Maintenance cost shall be allocated to a buildable lot if the buildable lot does not utilize the Improvement subject to the Maintenance at the time such Maintenance occurs. If a buildable lot is subsequently connected to the Improvement, then the buildable lot shall be allocated a share of any Maintenance cost incurred after the buildable lot is connected to the Improvement. For example, if a buildable lot is not connected to a water line placed within the easement area identified on Exhibit "B" attached hereto at the time Maintenance occurs, then no share of the Maintenance cost related to the water line will be allocated to the buildable lot. If the buildable lot is subsequently connected to the water main, then a share of the cost of any Maintenance performed after the date of connection will be allocated to the building lot.

Damage to Improvements. If an Owner causes identifiable damage to the Improvements (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the Improvements), then that Owner shall, as soon as is reasonably possible, immediately restore the Improvements to as good or better condition than the Improvements were in prior to the damage by that Owner. If the Owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other Owners, after majority approval of the Eligible Votes excluding the Owner that caused the damage, shall have the right to repair the damage and to assess a lien against the Lot(s) of the Owner that caused the damage for the full cost of the repair.

#### **ENFORCEMENT**

Authorization of Lien: Personal Obligation. Each Owner and each subsequent owner of any Lot or portion thereof, by virtue of this Agreement, or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, agrees to participate in the payment for Maintenance of the Improvements as provided herein by means of assessments as may be established by the majority vote of the Eligible Votes and further agrees to

comply with all conditions of this Agreement as set forth herein. Each assessment, together with interest, costs and reasonable attorney's fees required for any enforcement shall be a charge upon the land and shall be a continuing lien upon each Lot which is required to contribute to the assessment and shall also be a personal obligation of the person(s) who was/were the owner(s) of such Lot(s) at the time the assessment fell due. In addition, every Owner who pays an assessment against the Owner's lot, shall have the right to assess a lien against the Lot(s) owned by a defaulting Owner for any and all sums, including attorney's fees, incurred by a non-defaulting Owner in enforcing this Agreement, if the defaulting Owner has not cured any default under this Agreement within thirty (30) days of written notice of such default.

**Priority of Lien for Assessments.** All sums expressed as against any Lot pursuant to this Agreement, together with interest, costs and reasonable attorney's fees, as provided herein, shall be a charge upon the Lots and shall be a continuing lien upon the subject Lots. The lien shall be for the benefit of all Owners who contributed their share of the costs of the Maintenance giving rise to the lien. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other persons acquiring liens or encumbrances on any Lot after the date this Agreement shall have been recorded shall take subject to this Agreement and such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

**Effect of Non-Payment: Remedies.** Any amounts assessed under this Agreement which are not paid when due shall become delinquent. If the assessment(s) are not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest from the due date of the assessment at the lesser of: (i) twelve percent (12%); or (ii) the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees, and all other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, any Owner who is current on all of his/her/its assessments may institute suit to collect such amounts or to foreclose the lien. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments. Foreclosure shall be by the same process provided for the non-judicial foreclosure of a deed of trust pursuant to R.C.W.60.04 et seq. and as hereafter amended.

#### **GENERAL PROVISIONS**

This Agreement shall run with the real property described herein shall remain in effect in perpetuity. This Agreement and the covenants, conditions and restrictions contained herein may be terminated, revoked or amended, in whole or in part, at any time by any instrument signed by all Owners of affected Lots. However, the Grantor shall have the right to unilaterally amend this Agreement by recording an amendment thereto at any time until Grantor has sold all Lots owned by the Declarant.

This Agreement binds and is for the benefit of the heirs, successors and assigns of Grantor.

The term "Owner" or "Owners" as used in this Agreement shall mean and refer to the record owner, whether one or more persons or entities of a fee or undivided fee interest in any Lot that is a part of the properties, including contract purchasers, or, if the Lot is subject to a deed of trust, the grantor, but shall not include a mortgagee or beneficiary under a deed of trust, or those holding record ownership merely as security for the performance of an obligation.

The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

The failure of any Owner to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions of this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Washington.

The Superior Court of Skagit County has exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

This Agreement shall take effect upon recording with the Skagit County Auditor.

EXHIBIT A:



