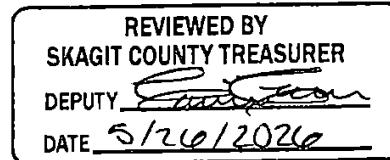


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Skagit County Auditor

When recorded return to:

Craig Sjostrom
Attorney at Law
1204 Cleveland Ave.
Mount Vernon, Washington 98273



DECLARATION OF EASEMENT FOR ROADWAY & UTILITIES

Grantors: James H. Grenz & Wanda Kay Grenz h/w

Grantees: James H. Grenz & Wanda Kay Grenz h/w

Legal Description: Grenz BLA Tracts 1 and 2, Survey AFN 200804140224, aka Tracts 1 & 2, S/P 14-87

Assessor's Property Tax Parcel or Account Nos.: P24762; P24765

Reference Nos of Documents Assigned or Released: N/A

THIS DECLARATION OF EASEMENT is made this 26 day of May, 2026, by James H. Grenz & Wanda Kay Grenz, h/w, the owners of the following-described real property:

Grenz BLA Tracts 1 and 2, as depicted in that certain Boundary Line Adjustment Survey recorded under Skagit County Auditor's File No. 200804140224, being a portion of the SW ¼ of the SE ¼ of Section 14, Township 34 North, Range 4 East, W.M.

1. Declarants do hereby impose upon Tract 1, for the benefit of Tract 2, a non-exclusive easement for ingress, egress and utilities (utilities being limited to underground power and/or cable television), over, across under and through that portion of Tract 1 as is described as follows:

Beginning at the Southwest corner of Tract 1; thence North 01° 39' 56" East a distance of 93.00 feet; thence North 01° 21' 56" East a distance of 470.00 feet; thence East at right angles a distance of 65.00 feet, more or less, to the Easterly boundary of Tract 1; thence Southerly along said Easterly boundary a distance of 563.00 feet, more or less, to the Southerly boundary of Lot 1; thence Westerly along the said Southerly boundary to the point of beginning.

Provided, that the easement for ingress and egress shall be only over and across the route of the paved roadway as the same existed as of the date of this instrument (together with such additional portion of Tract 1 as is necessary to connect the existing paved road with one future access road over and across Tract 2) and, provided further, the easement for utilities shall be

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limited to the area between the Westerly edge of the said existing paved roadway and the Westerly boundary of the portion of Tract 1 above described.

2. The owner of Tract 2 shall not be required to contribute to maintenance or repair of the said existing roadway, so long as either Tract 2 remains undeveloped, or the roadway is not being used as the primary means of access to Tract 2. Upon Tract 2 being developed, and/or the said roadway becoming the primary means of access to Tract 2, then the following provisions shall apply:

a. The costs of maintenance or repair to the said roadway shall be divided as follows: Each owner shall be responsible for 50% of the area of the roadway running from Knapp Road to the point at which the roadway connects to a future access to Tract 2, with the owner of Tract 1 being solely responsible for the remainder of the roadway.

b. No improvements to the roadway shall be made by any person without the approval of all of the lot owners. No significant repair or maintenance expense shall be incurred, nor shall commitments (contractual or otherwise) be made to third parties, without the consent of all of the lot owners, provided that such consent shall not be unreasonably withheld.

c. The lot owners shall meet at least biannually to determine the nature and extent of any repairs or maintenance required to be performed to the roadway. Lot owners not participating in such meeting(s) will be deemed to have waived their voting rights for the meeting(s) in which they did not participate, and their lots will not be counted with respect to voting at such meeting(s). Lot owners may participate in such meetings by proxy, mail, email, telephone, or other appropriate manner.

d. Each parcel shall be subject to the imposition of a lien for that parcel's proportionate share of an expense or expenses incurred in connection with repair or maintenance to the roadway, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of 30 days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each lot owner who has failed to pay his or her proportionate share. Only one copy of the demand need be mailed, and shall be sent to the relevant lot owner(s) at the address to which that lot's County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's fees, shall be added to the amounts due thereunder.

e. Any dispute involving the easement(s) herein granted shall be submitted to mediation, with the expenses thereof equally divided between the parties. If mediation is unsuccessful, then the dispute shall be arbitrated with the mediator acting as arbitrator (or, alternatively, if the mediator is unavailable to act as arbitrator, then one arbitrator shall be appointed by agreement or pursuant to RCW 7.04A). The arbitrator shall have the power to award attorney's fees and costs to the substantially prevailing party (as defined by the arbitrator) as part of the decision. There shall be no appeal of the arbitrator's decision.

3. The owner of Lot 2 shall be solely responsible for the costs of placing the new access route over and across Tract 2, as well as installing a connecting access road over Tract 1 to the existing paved roadway. Any trees or vegetation that block the new access to Tract 2 shall be removed at the expense of the owner of Tract 2, provided that the route of the new access road shall be determined with the view of minimizing the removal of any such trees or vegetation.
4. Any portion of any fence that lies in the area of the Westerly edge of the paved roadway may be removed so as to not impede the new access road across Tract 1 and connecting to Tract 2, provided that a gate replacing the removed portion of the fence shall be installed along the Westerly boundary of Tract 1.
5. Notwithstanding any other provisions of this Declaration, any damage to the roadway resulting from any action or omission of any of the owners of property benefitted by the same, including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense. If such party fails to take appropriate action, within a reasonable time, then the remaining lot owner(s) may do so and in that event the provisions set forth herein concerning the imposition of a lien shall apply.
6. The utility easement declared herein shall be in favor of the lot owner(s) benefitted thereby and also in favor of any electric or TV cable company or utility, public or private, or their respective successors, to install, construct, operate, maintain, alter or repair their respective utilities, together with the right of ingress and egress for said purposes; provided that any ditching or other construction shall be promptly restored at the conclusion of such work at the sole expense of the said utility or owner performing the work.
7. The provisions set forth herein shall touch, concern, and run with the land. Any or all of the lot owners subject to the provisions of this Declaration are specifically given the right to enforce this Declaration via any proceedings, whether sounding in law, in equity, or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s).
8. No waiver of a breach of any of the provisions hereof shall be construed as a waiver of any other breach of the same, nor shall failure to enforce or insist on the strict compliance with any of the provisions of this Declaration, either by forfeiture or otherwise, be construed as a waiver of that or any other provision herein set forth. The provisions herein set forth are to be construed as separate and independent of one another. The plural or singular forms of terms used in this Declaration are to be applied when the context requires it.
9. The provisions of this Declaration are to be perpetual in nature and cannot be modified or abrogated except by the unanimous written and acknowledged consent of all of the lot owners subject hereto. This Declaration shall be binding upon all present and future lot owners, and their heirs, successors and assigns, and all persons claiming under or through them, for the benefit of all future lot owners. This Declaration shall be fully enforceable against each lot that is the subject hereof as it is presently constituted, and shall in addition apply equally to all portions of each such lot in the event such lot is subdivided, partitioned or otherwise physically divided, and

shall further fully apply to any property adjacent to any lot in the Short Plat coming into common ownership with any such lot.

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

a. The term "maintenance" shall include the costs of restoring the roadway surface to its approximate original condition; removing brush, trees, or other vegetation which may encroach onto the roadway; cleaning or restoring ditches, culverts, or other drainage systems such that runoff does not undermine or erode the roadway; repairing or replacing such gates, fences or other access control devices as may be installed; and other tasks appropriate to keeping the roadway open and available to the lots benefitted thereby. The term "maintenance" shall not include repaving, upgrading, widening, re-routing, or decommissioning the roadway.

b. The term "owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots described above. "Owner" shall also include owners of other lots subject to this Declaration as provided for herein. "Owner" shall not include persons holding non-ownership interests in a lot, such as security interests, 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.

c. The term "undeveloped" as it relates to Tract 2 shall mean the lack of any house, shed, garage, barn, and/or other permanent structure (other than roads, septic or sewer lines, utility lines, wells, or other such installations) has been wholly or partially erected or located.

11. It is Declarants' express intent that the easement(s) declared herein not merge with the underlying fee title, despite the two subject parcels being in common ownership, either now or in the future.


JAMES H. GRENZ


WANDA KAY GRENZ

STATE OF WASHINGTON)
 : ss
COUNTY OF SKAGIT)

On this day personally appeared before me James H. Grenz, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of may, 2026.




NOTARY PUBLIC in and for the State of Washington, residing at
Mt. Vernon
My commission expires: 3/1/28
Name: Craig Sjostrom

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STATE OF WASHINGTON)
 :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Wanda Kay Grenz, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26 day of May, 2026.



C Grenz
NOTARY PUBLIC in and for the State of Washington, residing at

Mt. Vernon

My commission expires: 3/1/28

Name: Craig Sjostrom