



200106110165

Skagit County Auditor

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AFTER RECORDING MAIL TO:Name DEAN SMILEYAddress 1616 N. 18th STE 160City / State MOUNT VERNON, WA 98273**Document Title(s):** (or transactions contained therein)

1. DECLARATION OF EASEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:☐ Additional numbers on page _____ of document**Grantor(s):** (Last name first, then first name and initials)

1. PLATT, TYLER
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document**Grantee(s):** (Last name first, then first name and initials)

1. SMILEY, DEAN A.
2. SMILEY, COLLEEN K.
- 3.
- 4.

5. ☐ Additional names on page _____ of document**Abbreviated Legal Description as follows:** (i.e. lot/block/plat or section/township/range/quarter/quarter)LOT 15:1/6 EAGLE MONT PHASE 1 E☐ Complete legal description is on page _____ of document**Assessor's Property Tax Parcel / Account Number(s):**4765-000-016-00004765-000-015-0000

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**First American Title
Insurance Company****ACCOMMODATION RECORDING ONLY**WILD

(this space for title company use only)

DECLARATION OF EASEMENT

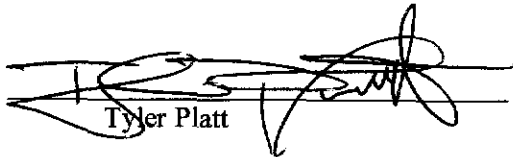
This declaration made this 30th day of May, 2001, by and between TYLER PLATT, of NORTSHORE CONSTRUCTION and DEAN A. SMILEY and COLLEEN K. SMILEY, husband and wife.

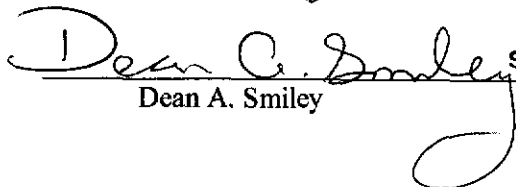
That whereas, the aforementioned NORTSHORE CONSTRUCTION and it's Receivers presently hold title to the tract known as Lot 15 of Phase 1-E also known as Edgewood, sub-division of Eaglemont, (legal description needs to be entered here), under Auditors File # 2200010300157, records of Skagit County, Washington.

That whereas, there will be a driveway over the north edge of Lot 15 of said short plat. Therefore, in consideration of the benefits accrued by this declaration, it is hereinafter agreed by the declarants that:

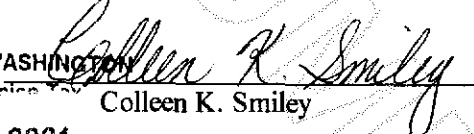
- 1) The driveway noted and delineated over the north edge of said Lot 15 shall be for the benefit of Lots 15 & 16 and that the respective owners and successors in interest shall be responsible for ½ of the maintenance costs thereof.
- 2) Declarants hereby make, grant, convey and reserve unto themselves a roadway easement over and across the north 15 feet of lot 15. Said strip shall be for ingress, egress, road right-of-way purposes, and shall be for the installation of water, sewer, gas mains, power or telephone lines, and storm sewer as the case may be, which access and utility easements shall be for the benefit of the real property in the ownership of the respective parties to this agreement, and is now owned by or in the name of the declarants hereunder.

In witness whereof the parties have affixed their signatures the day, month and year as set forth hereinabove.


Tyler Platt


Dean A. Smiley

SKAGIT COUNTY WASHINGTON
Real Estate System


Colleen K. Smiley

JUN 11 2001

Amount Paid \$
Skagit Co. Treasurer
By  Deputy



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Skagit County Auditor

ROAD MAINTENANCE AGREEMENT

This agreement made this 30th day of May, 2001 by the undersigned owners of the two lots described herein and served by a private drive, running along the north boundary of lot 15 of short plat Phase 1E, Eaglemont, as per plat recorded in records of Skagit County, Washington.

Whereas, the right-of-way meets all county requirements, the undersigned owners shall proportionately share in the cost and expense of installing and maintaining it in good condition.

The proportionate share of each undersigned owner shall be determined as follows:

- 1) Annually in May the undersigned owners shall meet to determine what maintenance or repair work the roadway needs.
- 2) The cost of that work shall then be divided equally among the lot owners.
- 3) Any undersigned owner whose usage of the road right-of-way creates damage to the right-of-way by digging it up for utility lines or by the passage of heavy construction trucks or by other means shall have the obligation to repair and restore said right-of-way, at his/her sole expense, to its condition before the work was done.
- 4) The shared portion of this maintenance agreement shall be identified as approximately 2,311 square feet running along the north boundary of lot 15 as identified in attached exhibit "A"

The agreement contained herein shall be binding upon the undersigned owners herein and their successors and assigns as said agreements are to be construed as covenants running with the land.

The approval of the undersigned owners to the agreements and covenants herein is evidenced by their signatures below.

Lot 15

Tyler J. Platt

Lot 16

Dean A. Smiley

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STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Dean A. Smiley and Colleen K. Smiley
to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of June 2001



Peggy A. Brown
Notary Public in and for the State of Washington,
residing at Barlington

My appointment expires 4-1-03

Peggy A. Brown

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____

_____ and _____ to me known to be the

_____ President and _____ Secretary, respectively, of _____

_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____

authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

This jurat is page _____ of _____ and is attached to _____



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, Skagit County Auditor