

AFTER RECORDING RETURN TO:

Name _____

Address _____

City, State, Zip _____



200707260088

Skagit County Auditor

7/26/2007 Page 1 of 6 2:25PM

Declaration of Easements with Provisions for Maintenance

The parties to this declaration, hereafter referred to as the "declarants", are BRETT A. HANSON, a single man, and SHARON K. RIPLEY, a single woman..

The above-named declarants are owners of the following described real property located in Skagit County, Washington:

Lots 1, 2, and 3, of Skagit County Short Plat No. PL06-0636, approved July 25, 2007, and recorded July 26, 2007, under Auditor's file No. 200707260088 records of Skagit County, Washington; Being a portion of the Northeast ¼ of the Northwest ¼ of Section 18, Township 35 North, Range 6 East, W.M.
P41633
Situate in Skagit County, State of Washington.

The declarants desire to create certain easements described below and to subject the above referenced property to easements, restrictions and covenants set forth herein for to protect the value and desirability of the property.

THEREFORE, to accomplish the foregoing purposes, the declarants declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following easements, covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

1. DECLARATION OF EASEMENT FOR ACCESS AND UTILITIES

The Declarants hereby declare, grant, convey and reserve unto themselves and to the future owners of the above described tracts and lots an easement for ingress, egress, and utilities over, under and through a portion of Lot 3 of the above described Short Plat as delineated on the face of the Short Plat. The easement is for the benefit of Lots 1 and 2 of the Short Plat.

The Declarants hereby establish and provide that owners of the parcels benefiting by said easement, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this road maintenance agreement. The Declarants and each of the subsequent owners, assigns or successors in interest, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road rights of way over and across said private road as set forth below.

2. MAINTENANCE OF PRIVATE ROAD

It is the intention that the owners of Lots 1 and 2 shall share equally in the costs of maintaining that portion of the road that serves both lots and that they each bear the costs of maintaining the driveways to their respective lots. Therefore, the owners of Lots 1 and 2, as beneficiaries of the private road shall share equally in the expenses of maintaining, repairing and replacing that portion of the 20 foot running southerly from State Route 20 to the southernmost point of curve "C7" as shown on the short plat. That portion of the private driveway running westerly from the 20 foot joint easement to Lot 1 shall be maintained by the owner(s) of Lot 1 and that portion of the 20 foot road and driveway lying southerly of the southernmost corner of curve "C7" as shown on the face of the Short Plat. The owners of Lots 1 and 2 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 drainage road is for the benefit of all property owners and the property of any such owner failing to pay his proportionate share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other property owner paying the share of a benefited property owner, who fails to pay the same, shall be entitled to a lien against his property which may be foreclosed in the manner provided by law.

A copy of a portion of the Short Plat is attached hereto as EXHIBIT A as an illustration.

Any individual owner may make such improvement or maintenance to said road, as they so desire. However, such expense will only be proportionately charged to the other owners, if that improvement or maintenance has been approved by a sufficient number of the remaining parcel owners to obtain a majority.



3. DECLARATION OF WELL EASEMENT

There is an existing well on Lot 2 of the Short Plat that provides water for the benefit of Lot 1. Declarants establish and convey to the present and future owners of Lot 1 an easement for the installation, repair and maintenance of the existing well site and water lines over, under and across that portion of Lot 2 where the well site and water lines are presently located. The easement area shall be a circle 10 feet in width, running westerly from the existing well site to intersect the 25 foot utility easement, both as delineated on the face of the Short Plat.

A copy of a portion of the Short Plat is attached hereto as EXHIBIT A as an illustration.

4. MAINTENANCE OF WELL

Repair and maintenance of the well site and any pipelines serving Lot 1, including pumps and other facilities and equipment necessary for providing water to Lot 1, shall be the responsibility of the owners of said Lot 1. In the event of repair or replacement of any water line serving Lot 1, following such repair or replacement, the surface of the land shall be repaired and returned to the condition it was in prior to the water line repair or replacement.

5. INTENDED TO SUPPLEMENT SHORT PLAT

This instrument, and the agreements and covenants contained in it, are intended to as a supplement and addition to the easements and notes set forth on the Short Plat. It is not intended to terminate or otherwise limit the effect of the easements and notes set forth on the face of the Short Plat.

6. COVENANTS TO RUN WITH THE LAND

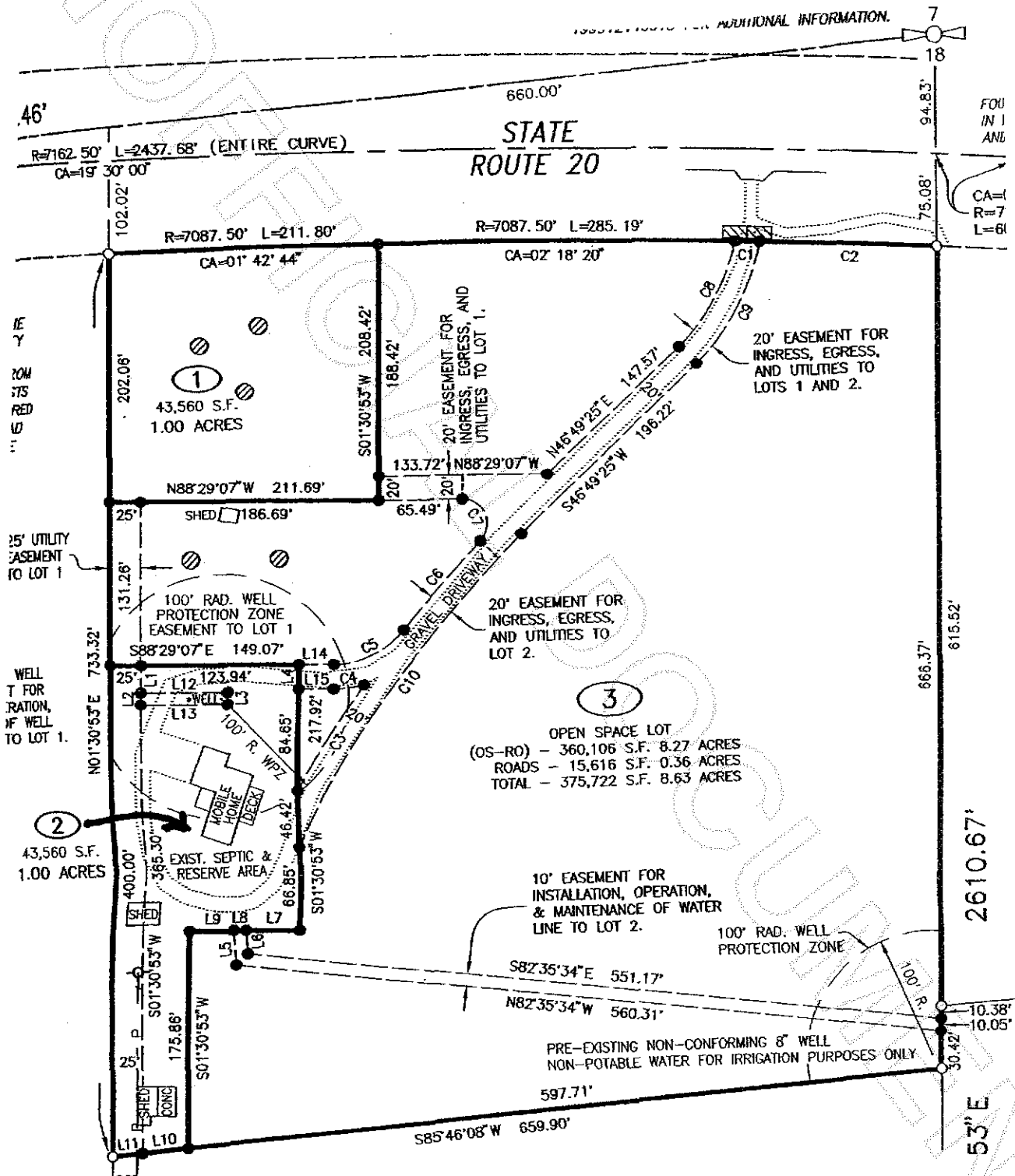
The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

7. ENFORCEMENT

Each owner, including the declarants if a declarant is an owner of any portion of the property, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist



EXHIBIT A
Illustration



HansonB/Ripley/SSB/DeclarationEasement

