



200708310229  
Skagit County Auditor

When recorded return to:

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Craig Sjostrom  
411 Main Street  
Mount Vernon, Washington 98273

Grantors: Joshua Harris & Jamie Harris, h/w

Grantees: Kenneth Cheney & Anna Cheney, h/w

Legal Description: Ptn Tract E, BIG LAKE WATERFRONT TRACTS

Additional Legal Description Located on Page 2

Assessor's Property Tax Parcel or Account Nos.: P62065; P62066

Reference Nos of Documents Assigned or Released: 199909140080

**AGREEMENT REVISING DECLARATION  
OF EASEMENT & MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and executed effective 8/31/07, by Joshua Harris & Jamie Harris, h/w, ("Harris"), and Kenneth Cheney & Anna Cheney ("Cheney").

***Recitals***

- i. Harris is the owner of the following-described real property, located in Skagit County, Wash.:

Parcel A:

That portion of Tract "E", BIG LAKE WATERFRONT TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 12, records of Skagit County, Wash.:

Beginning at the Northwest corner of the said Tract "E";  
thence East along the North line thereof, a distance of 566 feet to the true point  
of beginning;  
thence South, a distance of 160.4 feet;  
thence East on a line parallel with the North line of Big Lake Blvd. to the  
Northeast corner of the said Tract "E";  
thence West along the North line thereof to the true point of beginning.

EXCEPT the following described tract:

Beginning at the Northeast corner of the said Tract "E";  
thence Southeasterly along the Westerly line of Big Lake Blvd., a distance of  
100 feet;  
thence West parallel to the north line of the said Tract "E", a distance of 60 feet;  
thence Northwesterly parallel to Big Lake Blvd., a distance of 100 feet to the  
North line of the said Tract "E";  
thence East along the said North line, a distance of 60 feet to the point of  
beginning.

Parcel B:

That portion of Tract "E", BIG LAKE WATERFRONT TRACTS, according to  
the plat thereof recorded in Volume 4 of Plats, page 12, records of Skagit  
County, Wash.:

Beginning at the Northwest corner of the said Tract "E";  
thence South  $89^{\circ} 13' 31''$  East along the North line of the said Tract "E", a  
distance of 566.0 feet;  
thence South  $0^{\circ} 46' 29''$  West, a distance of 160.4 feet to the true point of  
beginning;  
thence South  $89^{\circ} 13' 31''$  East, parallel with the North line of the said Tract "E",  
a distance of 634.70 feet to the Westerly line of West Big Lake Blvd.;  
thence South  $87^{\circ} 24' 20''$  West, a distance of 177.81 feet;  
thence South  $64^{\circ} 57' 19''$  West, a distance of 52.92 feet;  
thence North  $87^{\circ} 19' 36''$  West, a distance of 54.03 feet;  
thence North  $87^{\circ} 03' 42''$  West, a distance of 168.86 feet;  
thence North  $86^{\circ} 36' 04''$  West, a distance of 56.35 feet;  
thence North  $63^{\circ} 01' 47''$  West, a distance of 111.19 feet to the East line of the  
West 566 feet of the said Tract "E";  
thence North  $00^{\circ} 46' 29''$  East along the said line, a distance of 10.00 feet to the  
true point of beginning.

(P62066)

- ii. Cheney is the owner of the following-described real property, located in Skagit County,  
Wash.:

The West 566 feet of Tracts "E", "F" & "G", of BIG LAKE WATERFRONT  
TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 12,

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records of Skagit County, Wash.

TOGETHER WITH that portion of Hill St. as vacated by order vacating County right-of-way recorded under Skagit County Auditor's File No. 200209050009.

(P62065)

- iii. The parties' respective predecessors in interest executed a Declaration of Easement for Ingress, Egress and Utilities and Maintenance Agreement, dated September 10th, 1999 and recorded on September 14th, 1999 under Skagit County Auditor's File No. 199909140080.
- iv. The said Declaration referenced an easement for ingress, egress and utilities crossing the now Harris property and benefitting the now Cheney property, and also contained provisions governing maintenance of the roadway.
- v. In connection with the development of the Cheney property, the parties have agreed to modify the terms of the existing agreement, and to supersede the terms of the existing Declaration, and record this instrument to that end.

**Agreement**

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Harris hereby grants to Cheney a perpetual, non-exclusive easement for ingress, egress and utilities over, under and through the property described as follows:

An area 35 feet in width, with its centerline described as follows:

Beginning at the Northeast corner of Tract "E" of BIG LAKE WATERFRONT TRACTS, also being the Westerly right-of-way of West Big Lake Blvd., as per the plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Wash.;

thence South 23° 48' 00" East on the right of way of the said road, a distance of 157.61 feet to the intersection of the 17.5 Northerly parallel offset of the South line of Joshua Harris' Tract as described in Deed recorded under Auditor's File No. 200509300158 and the Westerly right of way of West Big lake Blvd., the true point of beginning and centerline of the subject easement;

thence running Westerly parallel to and 17.50 feet North of the South line of the said Harris Tract along the following courses:

South 87° 24' 20" West a distance of 174.49 feet;

thence South 64° 57' 19" West, a distance of 52.08 feet;

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thence North 87° 19' 36" West, a distance of 49.67 feet;  
thence North 87° 03' 42" West a distance of 188.75 feet;  
thence North 86° 36' 04" West, a distance of 55.73 feet;  
thence North 83° 01' 47" West a distance of 27.21 feet to the beginning point of  
a non-tangent curve to the right, the radius point of which bears North 22° 15'  
27" East;  
thence Northwesterly along said curve, having a radius of 175.00 feet and a  
central angle of 29° 33' 38", said centerline no longer parallel with the South line  
of the said Harris Tract, an arc distance of 90.29 feet;  
thence tangent from the end of said curve, North 37° 02' 21" West, a distance of  
22.20 feet, more or less, to the West line of the said Harris Tract, and the  
terminus of the subject easement centerline. Easement lines extended and  
trimmed to meet boundary lines.

TOGETHER WITH an emergency vehicle turnaround easement, being 16.5 feet on each side of  
the following described centerline:

Beginning at the Northeast corner of Tract "E" of BIG LAKE WATERFRONT  
TRACTS, also being the Westerly right-of-way of West Big Lake Blvd., as per  
the plat recorded in Volume 4 of Plats, page 12, records of Skagit County,  
Wash.;

thence South 23° 48' 00" East along the right of way of the said road a distance  
of 157.61 feet to the intersection of the 17.5 Northerly parallel offset of the  
South line of the said Harris Tract and the Westerly right-of-way of West Big  
Lake Blvd.;

thence running Westerly parallel to and 17.50 feet North of the South line of  
the said Harris Tract South 87° 24' 20" West, a distance of 174.49 feet;  
thence South 64° 57' 19" West a distance of 22.73 feet to the true point of  
beginning;

thence North, a distance of 48.46 feet to the terminus of this turnaround  
easement.

The said easement is for the benefit of the Cheney property, including all parcels created  
through the subdivision thereof.

2. Cheney does hereby release and quitclaim to Harris any portion of the Easement  
Description as set forth in the said Declaration of Easement for Ingress, Egress and  
Utilities and Maintenance Agreement, dated September 10th, 1999, and which is not  
encompassed in the description set forth in the preceding paragraph.
3. The subject easement shall be subject to the following maintenance provisions:
  - a. All expenses and responsibility for maintenance of the road shall be divided  
amongst the lot owners as follows: Harris and Cheney shall equally divide such  
expenses and responsibility so long as their respective lots remain in their current  
configuration. Upon subdivision of either or both of the Cheney and Harris  
parcels, the expenses and responsibility shall be divided by the number of lots



benefitted by the road, with each parcel owing an equal share.

- b. No improvements to the road shall be made by any person without the approval of all of the lot owners responsible for the portion(s) of the roadways involved. 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 responsible for the portion(s) of the roadways involved, 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 road. 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, telephone, or other appropriate manner as unanimously agreed to by the remaining lot owners.
- d. Potholes and/or ruts shall be graded to provide a uniform and smooth roadway surface. Periodically, and especially after every severe rainstorm, the roadway is to be inspected for washouts and repaired as necessary, and roadside ditches, if any, shall be inspected for excessive erosion or siltation. Eroded areas shall be repaired and filled with an appropriate erosion-resistant material. Accumulated silt shall be removed to restore proper ditch depth and stormwater flow. Vegetation in the ditches shall be maintained in such a manner so as to enhance storm water quality and the elimination of trees and brush that would impede stormwater flow.
- e. All of the parcels identified herein are subject to their proportionate share of the expenses of maintaining or repairing the road, whether or not the owners thereof consented to a particular expense or action in connection therewith. Each lot shall be subject to the imposition of a lien for that lot's proportionate share of an expense or expenses incurred in connection with any road or the sediment pond, 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.
- f. For purposes of this Agreement, the following definitions shall apply:



- 1) 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 paving, upgrading, widening, re-routing, or decommissioning the roadway.
- 2) The term "lot owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots described herein, as such parcels now exist or as they are further subdivided. "Lot owner" shall not include persons holding non-ownership interests in a lot, such as security interests, easements, 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 Agreement.
- g. Notwithstanding any other provisions of this Agreement, any damage to the road resulting from any action or omission of any of the owners of property benefitted by the road, 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 owners may do so and in that event the provisions above concerning the imposition of a lien shall apply.
- h. Any utility easement set forth herein shall be in favor of the lot owners benefitted thereby and also in favor of any electric, telephone, gas, TV cable, water, or sewer 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.
4. The provisions set forth herein shall touch, concern, and run with the lands herein described. Any or all of the lot owners subject to the provisions of this Agreement are specifically given the right to enforce this Agreement 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). If any legal action or proceeding is brought arising from this Agreement or the duties or obligations imposed herein, including but not limited to the imposition and/or




enforcement of a lien as set forth above, then the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees and costs.


- 5. 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 Agreement, 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 Agreement are to be applied when the context requires it.
- 6. The provisions of this Agreement 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 Agreement 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 Agreement 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 described herein coming into common ownership with any such lot.

EXECUTED effective on the date first set forth above.

 - 8/31/07  
JOSHUA HARRIS (date)

 8/31/07  
JAMIE HARRIS (date)

 8/31/07  
KENNETH CHENEY (date)

 8-31-07  
ANNA CHENEY (date)

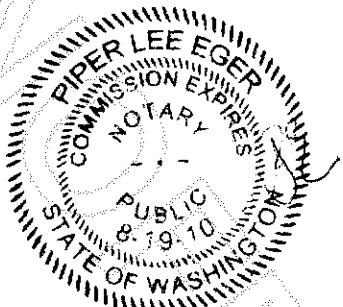
STATE OF WASHINGTON )  
 ) :ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Joshua Harris, 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.

AGREEMENT REVISING  
EASEMENT & ROAD  
MAINTENANCE DECLARATION



GIVEN under my hand and official seal this 31 day of August, 2007.



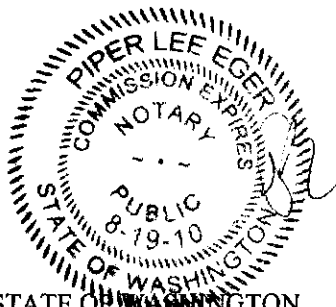
Piper Lee Eger

NOTARY PUBLIC in and for the State of Washington, residing at  
Mount Vernon  
My commission expires: 8/19/10  
Name: Piper Lee Eger

STATE OF WASHINGTON )  
 )  
:ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Jamie Harris, 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 31<sup>st</sup> day of August, 2007.



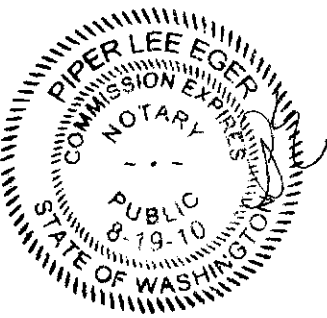
Piper Lee Eger

NOTARY PUBLIC in and for the State of Washington, residing at  
Mount Vernon  
My commission expires: 8/19/10  
Name: Piper Lee Eger

STATE OF WASHINGTON )  
 )  
:ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Kenneth Cheney, 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 31<sup>st</sup> day of August, 2007.



Piper Lee Eger

NOTARY PUBLIC in and for the State of Washington, residing at  
Mount Vernon  
My commission expires: 8/19/10  
Name: Piper Lee Eger

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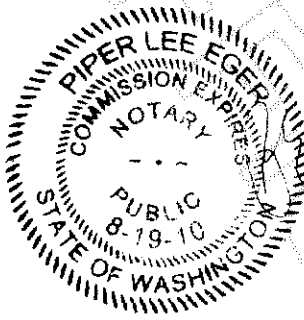
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STATE OF WASHINGTON )  
:ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Anna Cheney, 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 31<sup>st</sup> day of August, 2007.



Piper Lee Eger  
NOTARY PUBLIC in and for the State of Washington, residing at  
Mount Vernon  
My commission expires: 8/19/10  
Name: Piper Lee Eger

4206  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 31 2007

Amount Paid \$ 361.00  
Skagit Co. Treasurer  
By m am Deputy

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