



200803200112
Skagit County Auditor

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AFTER RECORDING RETURN TO:

FURLONG ♦ BUTLER
ATTORNEYS
825 Cleveland Avenue
Mount Vernon, WA 98273

**PRIVATE ROADWAY MAINTENANCE DECLARATION
and
EASEMENT**

THIS DECLARATION and EASEMENT is made and granted this 4TH day of MARCH, 2008, by Donald M. Caldwell and Ann B. Caldwell, husband and wife, ("Declarants") the owners of and as to Lots A, B and C, Short Plat No. PL06-1045, approved March 20, 2008 and recorded March 20, 2008 under Skagit County Auditor File No. 200803200112 ("Short Plat"), being a portion of the Southwest ¼ of Section 14, Township 34 North, Range 1 East, W.M., Skagit County, Washington. Situate in Skagit County, Washington, and the owners of the Caldwell Home Lot (Parcel 1 Boundary Line Adjustment recorded under Auditor's File No. 200701090102) legally described on Exhibit A, (Lots A, B and C and the Caldwell Home Lot, collectively the "Lots").

P19411

RECITALS

WHEREAS, it is the intent of the undersigned Declarants of the Short Plat that all present and future Lot owners, along the as constructed shared private driveways to and within the Short Plat and the owner of the Caldwell Home Lot, individually join in a private road maintenance agreement whereby all Lot owners are to pay their fair share of the cost of the maintenance of the same in direct relationship to usage of said private driveways; and

WHEREAS, it is the Declarants' intent, in the furtherance of the common scheme described above, to herein require the present and future Lot owners in the Short Plat and the owner of the Caldwell Home Lot along said private driveways from Sky Island Lane to be obligated as hereinafter provided in the body of this Declaration; and

WHEREAS, it shall be presumed that all Lot owners shall utilize their respective driveways on an equal basis from the time that any construction of improvements commences on a Lot; and

WHEREAS, percentage of use and liability hereunder for the portions of the driveways serving the Lots is as follows: (1) Driveway serving Lot A and Caldwell Home Lot, 70% Caldwell Home Lot and 30% Lot A; (2) Driveway serving Lots B and C, 60% Lot C and 40% Lot B; and (3) Common driveway from the north end of Plat to driveway fork on Lot A, all Lots 25% each.

WHEREAS, it is the desire and intention of the Declarants to sell the property described above and to impose on it mutual, beneficial restrictions as set forth herein for the benefit of all the lands in the tract and the future Lot owners of those lands;

NOW, THEREFORE, Declarants hereby declare that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

1. Maintenance of said private driveway shall be shared in direct usage to said roadway with each Lot owner being responsible for its fractional share for the labor and cost of all the present and future owners of said Short Plat Lots as follows:

- Lot A: 30% of shared driveway with Caldwell Home Lot.
- Lot B: 40% of shared driveway with Lot C.
- Lot C: 60% of shared driveway with Lot B.
- Caldwell Home Lot: 70% of shared driveway with Lot A.
- All Lots: 25% of common driveway between the north end of Plat to driveway fork on Lot A.

2. Maintenance defined herein shall mean the equal requirement of said Lot owners to share said labor and cost to maintain said roadway easement in a good workmanlike manner. Any further improvements above and beyond the said requirements to maintain the road in a good workmanlike manner must be agreed upon with the cost share by all parties approved prior to commencement of any work.

3. Should any Lot owner fail to promptly comply with the requirements hereof, any other Lot owner(s) shall have an action at law or equity to enforce this Declaration. The prevailing party in any suit to enforce or interpret this Declaration shall receive its costs, including reasonable attorney fees, including any incurred on appeal.

**DECLARATION AND EASEMENT
DONALD AND ANN CALDWELL, DECLARANTS**



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FURTHER, DECLARANTS hereby grant and acknowledge the perpetual easement for installation of utilities, specifically these rights are granted to, but not limited to, Puget Sound Energy, Verizon, Northland Cable, and any successors and assigns of said companies and to any other the right to enter in, cross under, through and over the described Short Plat driveways to provide utility services to all Lots of said Short Plat, any further division and refinements thereof and the Caldwell Home Lot.

DATED this 4TH day of MARCH, 2008.

Donald M. Caldwell
Donald M. Caldwell

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me Donald M. Caldwell, to me known to be the individual 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.

DATED this 4TH day of MARCH, 2008.

Bruce G. Lisser
NOTARY PUBLIC in and for the
State of Washington
Printed name: Bruce G. Lisser
Residing at: Mount Vernon
My Notary expires: 7-14-08

BRUCE G. LISSER
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 7-14-2008

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 20 2008

Amount Paid \$
Skagit Co. Treasurer:
By Lp Deputy

**DECLARATION AND EASEMENT
DONALD AND ANN CALDWELL, DECLARANTS**


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DATED this 4TH day of MARCH, 2008.

Ann B. Caldwell
Ann B. Caldwell

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me Ann B. Caldwell, to me known to be the individual 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.

DATED this 4TH day of MARCH, 2008.

Bruce G. Lisser
NOTARY PUBLIC in and for the
State of Washington
Printed name: Bruce G. Lisser
Residing at: Mount Vernon
My Notary expires: 7-14-08

BRUCE G. LISSER
STATE OF WASHINGTON
NOTARY ---- PUBLIC
My Commission Expires 7-14-2008



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EXHIBIT A

That portion of the Southwest 1/4 of Section 14, Township 34 North, Range 1 East, W.M. described as follows:

Commencing at the Southwest corner of said subdivision (Southwest Section corner);
thence North 89°48'31" East along the South line of said Southwest 1/4 for a distance of 2,237.86 feet to the TRUE POINT OF BEGINNING;
thence North 13°20'08" West for a distance of 685.44 feet, more or less, to a point on the Easterly projection of the South line of that certain Parcel No. 2 described on Quit Claim Deed (Boundary Line Adjustment) recorded under Skagit County Auditor's File No. 200606270206;
thence North 89°49'08" West along said projected line for a distance of 1,027.43 feet, more or less, to the Southeast corner of said Parcel No. 2 Auditor's File No. 200606270206;
thence continue North 89°49'08" West for a distance of 388.72 feet, more or less, to the Northeast corner of that certain parcel conveyed to Michelle F. Lehman, a single person, by Statutory Warranty deed recorded under Skagit County Auditor's File No. 200503250115;
thence South 0°21'23" West along the East line of said Lehman parcel for a distance of 676.72 feet, more or less, to the Southeast corner thereof, also being a point on the South line of said Southwest 1/4 that bears South 89°48'31" West from the TRUE POINT OF BEGINNING;
thence North 89°48'31" East along said South line for a distance of 1,578.47 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record included, but not limited to those certain documents recorded under Skagit County Auditor's File Numbers 200109180130, 200510110170 and 200606270206.

Situate in the County of Skagit, State of Washington



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