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Skagit County Auditor

9/29/2008 Page

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Return to: Chris LeBoutillier
27250 NE 53rd Street
Redmond, WA 98053
Phone: 425-681-7796

COVER SHEET
DECLARATION CREATING ROAD MAINTENANCE AGREEMENT (RMA)
For REAL PROPERTY KNOWN AS
Eagles Crossing Short Plat No. PL07-0578 Lot 3 & Lot 4

GRANTOR: Christopher H. LeBoutillier, Gail A. LeBoutillier

GRANTEE: Skagit County

LEGAL DESCRIPTION

The southeast quarter of the southwest quarter and the east 468.34 feet of the south half of the southwest quarter of the southwest quarter, EXCEPT the south 42 feet thereof as conveyed to ABC Investments by deed recorded June 26, 1985, under Auditor's File No. 8506260027, records of Skagit County, Washington, all in Section 1, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

ADDESSOR'S PROPERTY TAX PARCEL NUMBER P31130

**DECLARATION CREATING ROAD MAINTENANCE AGREEMENT (RMA)
For REAL PROPERTY KNOWN AS
Eagles Crossing Short Plat No. PL07-0578 Lots 3 & 4**

This declarations is made by Christopher H. LeBoutillier and Gail A. LeBoutillier herein referred to as "Declarants."

RECITALS:

(a) Declarants are the owners of the real property hereinafter described and wish to impose thereon the requirement to maintain certain roads and related improvements, to the end that they remain in good and serviceable condition.

(b) The real property which is and shall be held, conveyed, used and occupied subject to provisions of the Declaration is more particularly described as follows:
Eagles Crossing Short Plat No. PL07-0578 Lots 3 & 4

NOW, THEREFORE, Declarants herby declare and impose thereon the following requirements to assure maintenance of said roads and improvements. Said requirements shall run with the land and shall be binding upon and enforceable by the owner or owners of each lot subject hereto, their heirs, successors, and assigns.

1) If located on a private road, the aforesaid private road constitutes the main access to and from Owner(s)' residence or property to the County-maintained road.

2) Owners(s) of Lot 3 acknowledges that an easement for ingress and egress to Lot 4 over the first thirty-nine feet (39') of the private road for Lot 3 will be granted to the Owners(s) of Lot 4.

3) Owner(s) of Lot 3 further acknowledges that the easement described in paragraph two (2) above will include an easement over the first thirty nine feet (39') of the right of way reserved for the private road/driveway for Lot 3 for the Owner(s) of Lot 4 so that utility lines can be installed and maintained, provided however, that any utility lines will be installed underground.

4) The Owner(s) covenant and agree that each property owner along said private road shall have unobstructed right of ingress and egress to and from their respective residences or property over the easement described in paragraph two (2) above.



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Road Maintenance Agreement Page 2

5) Owner(s) of Lot 3 and Lot 4 agree that it is in their mutual best interest that said private road shall be maintained in good and passable condition as a paved/gravel drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. In the event it is necessary to take legal action to enforce any term of this Agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this Agreement.

6) No gates shall be erected that would block a private road unless gates are on Owner's property and do not obstruct other Owners easement/access to their property.

8) In the event that road maintenance is required, the cost shall be shared 50/50 (fifty/fifty) between the Owner(s) of Lots 3 & 4 for the 39 feet of easement road used by said Owner(s) of Lots 3 & 4. The Owner(s) of Lot 3 and Owner(s) of Lot 4 shall mutually agree on repairs to be performed and further agree to share cost of same 50/50 (fifty/fifty). All other roads on each respective Owner(s) property shall be private and all road maintenance costs shall be borne by each respective Owner solely.

9) Any changes to this declaration must be mutually agreed on by the Owners of Lots 3 and Lot 4. If Owners of Lot 3 and Lot 4 agree on the changes an amended declaration must be executed and recorded.

IN WITNESS WHEREOF, the undersigned have affixed their signatures:

Date: September 28, 2008



Christopher H. LeBoutillier



Gail A. LeBoutillier



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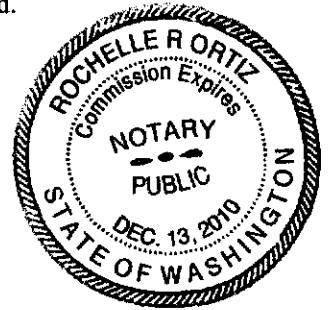
STATE OF WASHINGTON)

County of King)

On this day personally appeared before me Christopher H. LeBoutillier and Gail A. LeBoutillier to me known to be the individuals 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 29th day of September 2008.

Rochelle R. Ortiz



Notary Public in and for the State of Washington residing In Redmond, WA



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