

**WHEN RECORDED RETURN TO:**  
Land Title and Escrow  
3010 Commercial Avenue  
Anacortes, WA 98221



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Skagit County Auditor

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**LAND TITLE OF SKAGIT COUNTY**

44176-00E

**DOCUMENT TITLE(S):**  
Driveway Access and Maintenance Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTORS:**  
David and Lori Gold  
Jeffrey and Christine Prim  
Russell M. Herron

**GRANTEES:**

**ABBREVIATED LEGAL DESCRIPTION:**  
Ptn Skagit County Short Plat No. 96-0103

**TAX PARCEL NUMBER(S):**  
P20463; P20462; P112751; P112751

**Declaration of Driveway Access and Maintenance Agreement  
For Almida Vista Short Plat Lot 1, Lot 2 and Lot 3**

This Declaration of Road Access and Maintenance Agreement is made and executed this 14 day of November, 2012 by and between **David and Lori Gold, husband and wife and Jeffrey and Christine Prime, husband and wife and Russell M Herron, a single man** for the maintenance of the existing driveway for ingress and egress to the homes at 6533 Almida Vista Place and 6537 Almida Vista Place, Anacortes, WA 98221

**WHEREAS:**

**David and Lori Gold** husband and wife are the owners of the real property legally described on Exhibit "A" attached hereto which has common address of 6529 Almida Vista Place and is referenced with tax parcel references P20463 and P20462 also known as Lot 1.

and

**Jeffrey and Christine Prime** husband and wife are the owners of the real property legally described on Exhibit "B" attached hereto which has common address 6533 Almida Vista Place and is referenced with tax parcel reference P112751 also known as Lot 2.

and

**Russell Herron** a single man as the owner of the real property legally described on Exhibit "C" attached hereto which has common address 6537 Almida Vista Place and is referenced with tax parcel reference P112751 also known as Lot 3.

**WHEREAS:**

Jeffrey and Christine Prime are the owners of the following described property on Exhibit B, Russell Herron as owner of property on Exhibit C, and David and Lori Gold are the owners of the following described property on Exhibit A for which Jeffrey and Christine Prime have existing rights of ingress and egress as recorded in Almida Vista Short Plat No 96-0103 recorded with AF#9801080064 as created by that instrument of record and confirmed herein as Exhibit D.

**AND WHEREAS:**

By this document all parties agree that access for ingress and egress is also granted to Lot 3 along the west 164 feet of the driveway identified on the face of said Short Plat No 96-0103 as "Lot 2 Access 30' Easement". The rights, privileges and obligations of this easement may be unilaterally vacated and terminated at such time that Lot 3 owner creates a separate independent driveway and records the vacation/termination of these rights, privileges and obligations with the other owners who are a party to this agreement and Skagit County.

**AND WHEREAS:**

A private roadway, as shown on the face of said Short Plat 96-0103, and known as the "Lot 2 Access 30' Easement", provides access from Almida Vista Place to the parcels described above.

**AND WHEREAS:**

The parties have agreed as to the maintenance of this Access Easement, and wish to establish of record their agreement by this instrument;

**NOW THEREFORE:** in consideration of the mutual promises and covenants set forth herein  
**IT IS HEREBY AGREED AS FOLLOWS:**

1. The provisions and requirements of the Short Plat shall be fully incorporated herein by reference, to the extent the same are not inconsistent with the provisions of this agreement
2. All expenses and responsibility for the maintenance of the private 30' access easement for Lot 2 shall be the shared expense of the owner of Lot 1, 2 and Lot 3 based on their proportionate use. The maintenance responsibility of Lot 3 shall not exceed the west 164' of the driveway as referenced above.



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3. Lot 1 responsibility shall be limited to the shared expense for maintenance their proportionate use of the hedge that parallels the boundary along the north side of the driveway. Said hedge shall be maintained with a height in the range of not less than 10 feet nor more than 14 feet from the grade at the ground.
4. No significant improvements to said access shall be made by any person without the consideration of notice and written consent of all owners who are a party to this agreement. Such consent shall not be unreasonably withheld. If any parcel owner(s) performs improvements, maintenance, repair or replacements without the approval of the other parcel owner(s) prior to performing such work, the parcel owner(s) performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.
5. No significant repair or maintenance expense for the Lot 2 and 3 shared access easement shall be lienable to the owner of Lot 1.
6. 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 or cause damage to surrounding property; 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 benefitted lot.
7. Notwithstanding any other provision, any damage to the road or surrounding property resulting from any action or omission by the owner of any lot, including actions or omissions of such party's agents, invitees, guests, servants or employees shall be repaired at the expense of that lot owner.
8. This agreement does not make any provisions for widening or changing said driveway/road/access.
9. The provisions set forth herein shall touch, concern and run with the land. 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 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 owners.

EXECUTED effective on the date first set forth above.

Signature lines below per county standards for recording documents.....



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EXECUTED effective on the date first set forth above.

[Signature]  
David Gold

[Signature]  
Lori Gold

[Signature]  
Jeffrey Prime

[Signature]  
Christine Prime

[Signature]  
Russell M. Herron



State of Washington  
County of Skagit

SS: Christine Prime  
Jeffrey Prime

I certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person(s) acknowledged that signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/14/12

[Signature]  
Notary Public in and for the State of Washington  
Residing at: Anacortes, WA 98221  
My appointment expires: 4/29/13

State of Washington  
County of Skagit

SS: Russell M Herron

I certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person(s) acknowledged that signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/14/12

[Signature]  
Notary Public in and for the State of Washington  
Residing at: Anacortes, WA 98221  
My appointment expires: 4/29/13

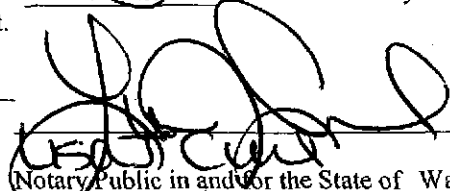


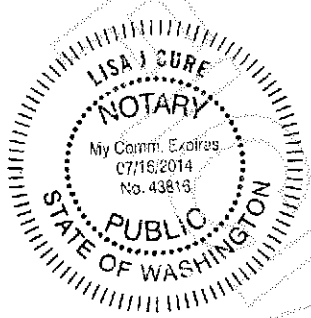
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State of Washington  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that DAVID & Lori Gold  
the person(s) who appeared before me, and said person(s) acknowledged that he/she/they  
signed this instrument and acknowledge it to be his/her/their free and voluntary act for the  
uses and purposes mentioned in this instrument.

Dated: 11/14/12

  
\_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at: Mt Vernon  
My appointment expires: 7-16-14



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## EXHIBIT A

**Common Address: 6529 Almida Vista Place, Anacortes**

**DESCRIPTION:**

Lot 1 of Skagit County Short Plat No. 96-0103 approved December 15, 1997 and recorded January 8, 1998, under Auditor's File No. 9801080064 in Volume 13 of Short Plats, pages 86 through 88, records of Skagit County, Washington; being a portion of Government Lot 1 and the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 18, Township 34 North, Range 2 East, W.M.,

EXCEPT these portions conveyed to the State of Washington by Deeds recorded May 29, 2007, under Auditor's File Nos. 200705290226 and 200705290227, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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**EXHIBIT B**

**Common Address: 6533 Almida Vista Place, Anacortes**

The land referred to in this policy is situated in the STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF ANACORTES, and described as follows:

LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. 96-0103 APPROVED DECEMBER 15, 1997 AND RECORDED JANUARY 8, 1998, UNDER AUDITOR'S FILE NO. 9801080064 IN VOLUME 13 OF SHORT PLATS, PAGES 86 TO 88, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 1 AND OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN;



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**EXHIBIT C**

**Common Address: 6537 Almida Vista Place, Anacortes**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 3 of Skagit County Short Plat No. 96-0103 approved December 15, 1997 and recorded January 8, 1998, under Auditor's File No. 9801089064 in Volume 13 of Short Plats, pages 86 to 88, records of Skagit County, Washington, being a portion of Government Lot 1 and of the Southwest ¼ of the Northeast ¼ of Section 18, Township 34 North, Range 2 East, W.M..

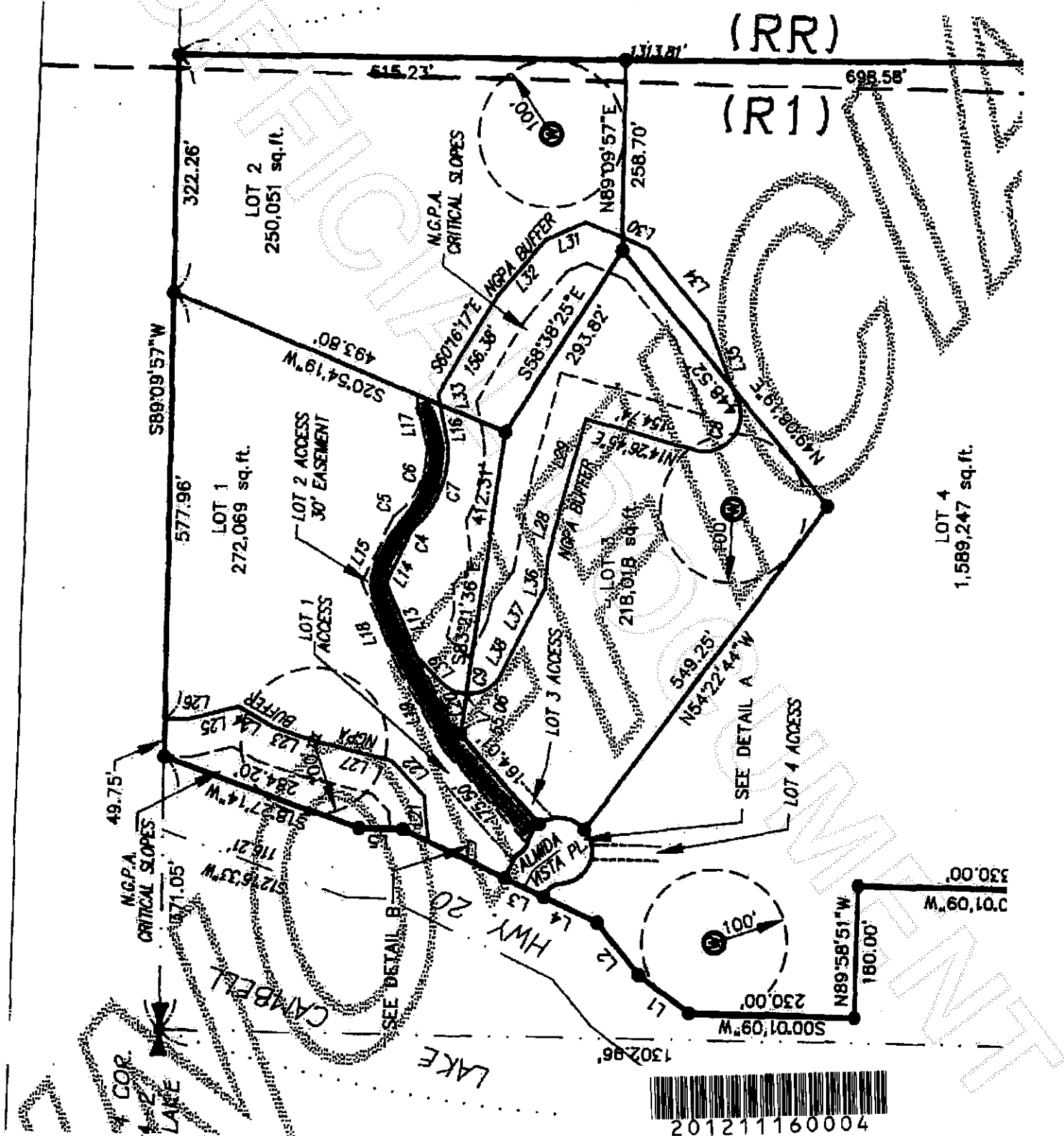


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**EXHIBIT D**  
**From Almida Vista Short Plat**  
**AF# 9801080064**



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