

When recorded return to:

Craig Sjoström  
411 Main Street  
Mount Vernon, Washington 98273



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Skagit County Auditor  
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- Grantors: (1) John M. Lesourd  
(2) Constance L. Lesourd  
(3) Richard L. Trelstad  
(4) Kathryn J. Trelstad

Grantees: The Public

Legal Description:

Additional Legal Description Located on Page \_\_\_\_\_

Assessor's Property Tax Parcel or Account No.:

Reference Nos of Documents Assigned or Released: N/A

Conveyance: Road Maintenance Agreement

## ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, dated the 24<sup>TH</sup> day of OCTOBER, 2002, is executed by and between JOHN M. LESOURD & CONSTANCE L. LESOURD, h/w ("Lesourd"), and RICHARD R. TRELSTAD & KATHRYN J. TRELSTAD, h/w ("Trelstad").

WHEREAS, Lesourd owns a parcel of real property located in Skagit County, Washington, particularly described in the attached Exhibit A; NWSW 4-33-3 P15398

AND WHEREAS, Trelstad owns a parcel of real property located in Skagit County, Washington, particularly described in the attached Exhibit B;

AND WHEREAS, the Lesourd parcel herein described and the Trelstad parcel herein described abut one another;

AND WHEREAS, a road has been constructed by Lesourd providing access to both the Trelstad parcel and the Lesourd parcel, such road crossing property owned by the Williamson Revocable Living Trust, Robyn Williamson, Trustee, and particularly described in the attached Exhibit C, and which retains non-exclusive use of the easement premises;

AND WHEREAS, Lesourd and Trelstad wish to memorialize an agreement concerning use and maintenance of the road herein described;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, such consideration being deemed adequate by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Lesourd and Trelstad, and their respective heirs, successors and assigns, shall share, in proportion to their use, in the costs and responsibility of maintaining the subject roadway as a private, crushed rock surfaced, rural driveway for access to less than 10 single-family residential building sites (including the present Williamson ownership) in the same or better condition as the same now is.
2. All parcels benefitted by the roadway shall be subject to the terms of this Agreement. As long as only two parcels are benefitted by the said roadway, all decisions as to the nature and extent of required maintenance shall be unanimous between ~~among~~ the parcel owners. In the event the roadway benefits additional parcels in the future, such decisions shall be made by majority vote of all of the parcels so benefitted. Each parcel benefitted by the roadway shall count as one vote, regardless of the fractional ownership of each parcel. No majority shall have the power to alter the design characteristics and carrying capacity of the roadway unless such owner or owners bears the initial cost of constructing the upgraded roadway, and agrees to be reimbursed only by latecomer charges imposed on those who receive benefits in the form of additional benefit rights. Nothing in this Agreement shall nonetheless be construed as imposing upon any owner not in favor beforehand of the expansion or upgrading of the roadway of any portion of the cost of the roadway upgrade.
3. The costs of maintaining the roadway shall be borne by all parcels benefitted thereby in proportion to use. The owners of all such parcels shall meet at least annually, for purposes of determining the nature and extent of any required maintenance to the roadway. Parcel 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



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unanimously agreed to by the remaining lot owners.

4. So long as the roadway remains a private, crushed rock surfaced rural driveway for access to less than 10 single family residential sites, including the Williamson ownership, all parcels that are benefitted by the road are subject to their proportionate share of the expenses of maintaining the same, whether or not the owners thereof consented to a particular expense or action in connection therewith. Each parcel shall be subject to the imposition of a lien for that parcel's proportionate share of an expense or expenses incurred in connection with the roadway, 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 parcel 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 parcel owner(s) at the address to which that parcel'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.*
5. For purposes of this Agreement, 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 parcels benefitted thereby. The term "maintenance" shall not include paving, upgrading widening, re-routing, or decommissioning the roadway.
6. Notwithstanding the other provisions of this Agreement, any damage to the roadway 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 parcel owners may do so and in that event the provisions of paragraph 4 above concerning the imposition of a lien shall apply.
7. The owner of the servient property (currently the Williamson Trust) shall not be required to participate in the costs or responsibilities of maintaining the roadway. If the servient owner grants easement or other rights to third parties to use the roadway, such third parties shall be bound by the provisions of this Agreement. In the event such third parties are not made aware of and specifically agree to the provisions of this Agreement, then the servient owner shall be responsible for any additional costs of maintaining the roadway resulting from such third parties' use thereof, and shall be



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bound by the provisions of paragraph 4 above.

- 8. The provisions of this Agreement shall be considered and construed as covenants running with the land, and shall be binding on the parties hereto and their respective heirs, successors and assigns. Time is of the essence of this Agreement. Any disputes concerning this Agreement shall be resolved by mediation, but if no mediated agreement is reached within 90 days after the initial demand for mediation by a party is served either personally or through the U.S. Mail, postage prepaid, on all other necessary parties, then the matter shall be referred for arbitration pursuant to the Rules for Mandatory Arbitration of the Superior Court for Skagit County, Washington, regardless of the amount of money at issue or the relief sought. The rights of appeal from the decision of the arbitrator in such proceedings shall be determined by the standards established in RCW 7.04.
- 9. Nothing in this Agreement shall be construed so as to create any rights in or to the public to use or derive any benefits whatsoever from the roadway that is the subject of this Agreement.

EXECUTED effective on the date first above written.

*John M. Lesourd*  
 JOHN M. LESOURD

*Constance L. Lesourd*  
 CONSTANCE L. LESOURD

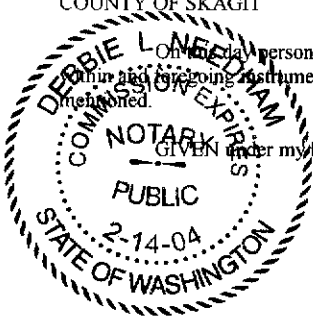
*Richard R. Trelstad*  
 RICHARD R. TRELSTAD

*Kathryn J. Trelstad*  
 KATHRYN J. TRELSTAD

STATE OF WASHINGTON )  
 )  
 COUNTY OF SKAGIT )

On this day personally appeared before me John M. Lesourd, 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 25 day of October, 2002.



*Debbie L. Needham*  
 NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley  
 My commission expires: 2-14-04  
 Name: Debbie L. Needham

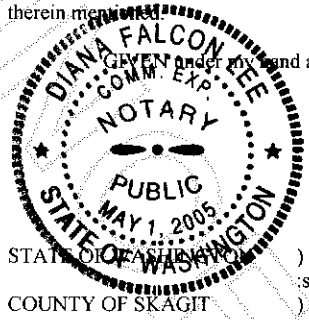
STATE OF WASHINGTON )  
 )  
 COUNTY OF SKAGIT )

On this day personally appeared before me Constance L. Lesourd, 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



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therein mentioned

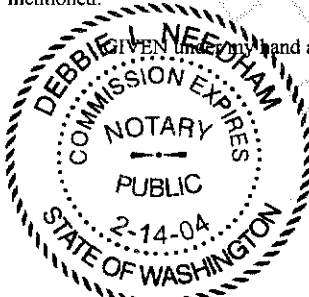


GIVEN under my hand and official seal this 24<sup>th</sup> day of October, 2002.

Diana Falcon Lee  
NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon  
My commission expires: 5/1/05  
Name: Diana Falcon Lee

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

On this day personally appeared before me Richard R. Trelstad, 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.

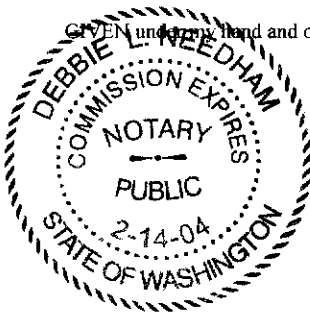


GIVEN under my hand and official seal this 24<sup>th</sup> day of October, 2002.

Debbie L. Needham  
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley  
My commission expires: 2-14-04  
Name: Debbie L. Needham

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

On this day personally appeared before me Kathryn J. Trelstad, 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 24<sup>th</sup> day of October, 2002.

Debbie L. Needham  
NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley  
My commission expires: 2-14-04  
Name: Debbie L. Needham



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EXHIBIT "A"

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Southwest 1/4, Section 4, Township 33 North, Range 3 East, W.M., EXCEPT the North 330 feet thereof, and EXCEPT the South 1 rod thereof, and EXCEPT ditch right of way;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across the following described property:

The East 1 rod of the Southwest 1/4 of the Southwest 1/4 and the East 1 rod of the South 1 rod of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Southwest 1/4, all within Section 4, Township 33 North, Range 3 East, W.M.; EXCEPT County Road along the South line of said Southwest 1/4.



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EXHIBIT "B"

The Northwest 1/4 of the Southwest 1/4 of Section 4,  
Township 33 North, Range 3 East, W.M. EXCEPT the  
East 1/2 of the East 1/2 thereof.

Situate in the County of Skagit, State of Washington.



**WILLIAMSON TRUST PROPERTY**

**EXHIBIT "C"**

The East  $\frac{1}{2}$  of the following described tract:

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 3 East, W.M., EXCEPT the East one rod thereof and EXCEPT the West 20 rods thereof and EXCEPT ditch rights of way.

The South one rod of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , and the East one rod of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , Section 4, Township 33 North, Range 3 East, W.M.; EXCEPT County Road along the South line of said Southwest  $\frac{1}{4}$ .

Situate in the County of Skagit, State of Washington.

**WILLIAMSON EASEMENT PREMISES**

The East 30 feet of above described tract in the Southwest  $\frac{1}{4}$  of Section 4, Township 33 North, Range 3 East, W.M., Skagit County Washington.



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