



200312030016
Skagit County Auditor

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ROAD EASEMENT MAINTENANCE AGREEMENT

This Agreement is made this 30 day of November 2003, by and between **KIM LENORE CHURCHMAN**, ("CHURCHMAN"), and **ALLEN MARTIN (M.) LEHMAN** ("LEHMAN").

RECITALS

A. CHURCHMAN is the owner of real property legally described as follows: Lot 13, Block 5, "Plat of Alger" according to plat thereof recorded in Volume 3 of Plats, page 9 records of Skagit County, Washington (hereinafter "**Lot 13**"). (Skagit County Tax Account Number **4042-005-013-0006/P70398**)

B. LEHMAN is the owner of real property legally described as follows: That portion of Lot 14, Block 5, "Plat of Alger" according to plat thereof recorded in Volume 3 of Plats, page 9 records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 14; thence Easterly along the Southerly line of said Lot 14, a distance of 180 feet to the true point of beginning;
thence North to the North line of said Lot 14; thence East along said North line to the Northeast corner of said Lot 14; thence Southerly along the Easterly line of said Lot 14 to the Southeast corner thereof; thence Westerly along the Southerly line of said Lot 14 to the true point of beginning. (hereinafter "**Lot 14**") (Skagit County Tax Account Number **4042-005-014-0104/P70400**)

C. Lot 14 is benefited by a perpetual, non-exclusive road twenty-foot wide easement across Lot 13 for the purpose of ingress, egress and installation of utilities described in that certain easement recorded April 1, 1982 under Auditor's File No. **8204010036**.

D. Lot 13 is accessed from a county road, Old State Highway 99, via Silver Run Lane and Lot 14 is accessed off the road to Lot 13 at a "Y" intersection approximately 150 feet east of Silver Run Lane as depicted on the attached

map.

E. CHURCHMAN and LEHMAN understand and agree that this agreement is to set forth the rights and obligations of the parties, the heirs, successors, and assigns with respect to maintenance and repair of the private road that provides access their respective properties off Silver Run Lane.

NOW, THEREFORE, the parties hereto agree as follows:

1. Division of Maintenance and Construction Costs. CHURCHMAN AND LEHMAN shall be responsible for maintenance and repair of the road that accesses their respective properties as follows: the annual maintenance, repair, and improvement costs for the roadway shall be paid on a pro rata basis by owners of Lots 13 and 14 for that portion of the road that is utilized by those owners. For those portions of the road that are used exclusively by the owners of Lots 13 and 14, the cost of maintenance and repair shall be the sole responsibility of each owner.

2. Installation and Maintenance of Utilities. Each owner of a lot benefited by this easement shall pay for his or her own utility installation and utility maintenance costs. To the extent utilities are installed that benefit more than one lot or parcel, then the owners shall share in the cost (with respect to that portion of said utility in the easement path). The parties hereto agree that utility installation shall be underground to the extent economically feasible, considering the terrain and soil conditions.

3. Decisions Concerning Maintenance. Any decision to take action to maintain or improve the road must be approved by a majority of the owners of improved lots. Without such approval, the cost of said improvement shall be borne by the individual owner making the improvement. The parties hereto covenant and agree to pay (or reimburse) their proportionate share of road and utility maintenance and installation costs pursuant to this agreement. If any maintenance expense is not paid (or reimbursed) by a property owner as required herein, then said amount (together with interest computed at One Percent (1%) per month, or the highest rate allowed by law, whichever is less), shall constitute a lien against that property owner's property in favor of those who paid said obligation. Said lien may be foreclosed as a mechanic's lien and the owners shall be entitled to an award of reasonable attorneys' fees and costs.

4. Good Faith. The parties agree to exercise their best efforts in good faith to resolve any disputes arising out of the easement or this agreement. Should the parties be unable or unwilling to amicably resolve any dispute concerning the easement, including the interpretation of this document, or their proportionate share of expenses relating to installation and/or maintenance of the roadway or utilities, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of



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the dispute or the amount in controversy, and the parties agree that the result reached in such arbitration shall be binding and not appealable. The prevailing party or parties shall be entitled to an award of reasonable attorneys' fees and costs of suit.

5. Successor/Assigns. The benefits, burdens, and covenants created by this document and the easement described herein shall be deemed to run with the land and bind the respective parcels, Lots 13 and 14, the parties hereto and their respective heirs, successors, and assigns, and all persons possessing the property by, through, or under, the parties hereto or their respective heirs, successors, and assigns.

6. Subdivision. Should Lots 13 and 14 be subdivided, then the owners of the newly created parcels or lots shall be obligated to contribute for maintenance and other costs provided herein, but only if said owners have a private drive or utilize access from the road described herein.

7. Entire Agreement. The terms of this agreement shall supersede any and all other easement agreements between the parties hereto or their predecessors, to the extent there are any conflicting provisions. There are no verbal or other agreements which modify or affect this agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This agreement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 03 2003

Amount Paid *0*
Skagit Co. Treasurer
By *[Signature]* Deputy

Kim Lenore Churchman 12-01-03 *LLC*

KIM LENORE CHURCHMAN

Allen M. Lehman

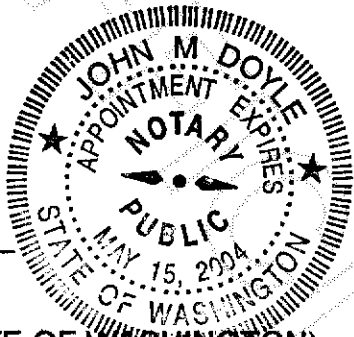
ALLEN M. LEHMAN



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STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **KIM LENORE CHURCHMAN** signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30 day of November 2003.



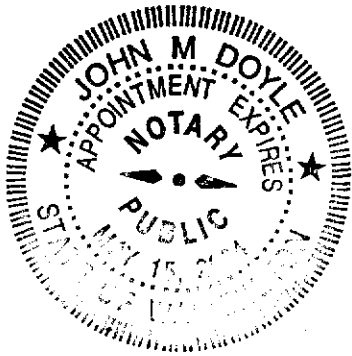



NOTARY PUBLIC
JOHN M. DOYLE
(type or print name)
My Appointment Expires 5-15-04

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **ALLEN MARTIN LEHMAN**, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30 day of November 2003.





NOTARY PUBLIC
JOHN M. DOYLE
(type or print name)
My Appointment Expires 5-15-04



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