

Return Address:



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Skagit County Auditor

6/30/2004 Page

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LAND TITLE OF SKAGIT COUNTY

111975-PAE

Document Title(s) (for transactions contained therein): 1. 2. Road Maintenance Agreement 3. 4.
Reference Number(s) of Documents assigned or released: (on page of documents(s))
Grantor(s) 1. 2. Allen J Danskine and Laura J Kanskine 3. Marjorie Danskine 4. William R Durham Denise Lyon, H Michael Shea, Kasey L Shea
Additional Names on page of document.
Grantee(s) 1. 2. <i>Public</i> 3. 4.
Additional Names on page of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Ptn Block 59 and 64 Fedalso City
Additional legal is on page of document.
Assessor's Property Tax Parcel/Account Number 4101-063-013-0002
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DECLARATION OF ROAD MAINTENANCE AGREEMENT

This Declaration of Road Maintenance Agreement is made and executed 15th day of June, 2004, by and between **Allen J. Danskine and Laura J. Danskine and Marjorie Danskine; William R. Durham and Denise Lyon; H. Michael Shea and Kasey L. Shea** .

WHEREAS:

Allen J. Danskine, Laura J. Danskine and Marjorie Danskine are the owners of the real property legally described on Exhibit A attached hereto which is under Parcel No. **P-73059**, and **P-73062**

William R. Durham and Denise Lyon are the owners of the real property legally described on Exhibit A attached hereto which is under Parcel No. **P-73063**, and **P-99242**

H. Michael Shea and Kasey L. Shea are the owners of the real property legally described on Exhibit A attached hereto which is under Parcel No. **P-102825**

WHEREAS:

Allen J. Danskine, Laura J. Danskine; William R. Durham, Denise Lyon; H. Michael Shea and Kasey L. Shea are the legal owners of the properties legally described on Exhibit A attached hereto and as the legal owners of the properties legally described on said Exhibit attached hereto, each have rights of ingress, egress and utilities as created by various instruments of record across a private road described and confirmed herein. Furthermore all parties convey and warrant to each other, their successors and/or assigns mutually reciprocal and perpetual rights of ingress, egress and utilities over and across said private road described herein.

Private Road description

The North Half of vacated 7th Street lying between the West boundary of vacated Highland Avenue and the centerline of vacated Walla Walla Avenue all being in the "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

WHEREAS:

The parties hereto wish to establish a joint and mutual responsibility for the maintenance and repair of said private access road,



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NOW THEREFORE:

This declaration hereby establishes and provides that the real properties legally described on Exhibit A benefit from the use of said private access road and all subsequent owners, successors, heirs, administrators and assigns, shall take said property or portion thereof, subject to this Road Maintenance Agreement. The Declarants and each of the subsequent owners, successors, heirs, administrators and assigns shall proportionately share in the cost and expense of maintaining and repairing in good condition the roadway now in existence and to be improved on said private access road.

The proportional share of each property legally described on Exhibit A shall be established by calculating the distance from Hoxie to the driveway of each parcel(s) or legal building site, then dividing by the total distance driven of all property owners. If any property is allowed to subdivide and create additional building sites with allowable access to this private driveway, each new parcel shall be held to the terms of this agreement. Each property shall consist of one calculation, no matter how many legal drivers may be in the household. In the event one of the parties shall do damage to the above-described road in excess of normal wear and tear, the party doing such damage shall be responsible to the other parties for the cost of making the necessary repairs due to said excess use.

The decision as to the necessity of maintenance and/or repair shall be by simple majority of the parties hereto, their heirs, administrators, successors and assigns.

The parties hereto further covenant and agree that should there be a disagreement as to the necessity of any maintenance or repair, each party shall select a licensed engineer, who together will select a third licensed engineer, and they shall determine whether the disputed maintenance or repair is required to maintain the roadway in a safe and passable manner. The costs of said engineers shall be born exclusively by the non-prevailing party.

This Declaration of Road Maintenance Agreement shall be a covenant running with each of the lands described in Exhibit A, and is made and executed the day, date and year first above written.


ALLEN J. DANSKINE


LAURA J. DANSKINE


MARJORIE M. DANSKINE



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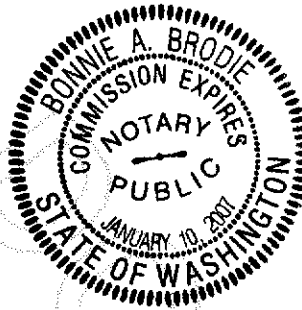
State of Washington }
County of Skagit } SS.

On this day personally appeared before me

Allen Danstine, Laura Danstine & Marge Danstine, to me
known to be the individual described in and who executed the within and foregoing instrument,
and acknowledged that ~~he/she/they~~ signed the same as ~~he/she/their~~ free and voluntary act and
deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of June, 2004.

[Signature]
Notary Public in and for the State of Washington, residing at: LaConner, WA
My appointment expires: 1-10-07



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William R. Durham
WILLIAM R. DURHAM

Denise Lyon (Denise L. Lyon)
DENISE LYON

H. MICHAEL SHEA

KASEY L. SHEA

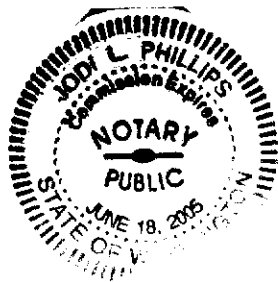
State of ^{SPokane} Washington } ^{WRE} Washington
County of Skagit } SS.

On this day personally appeared before me

William R. Durham, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that ~~he/she~~ ^{he} signed the same as ~~his~~ ^{his own} free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of June, 2004.

Jodi L. Phillips
Notary Public in and for the State of Washington, residing at: Spokane
My appointment expires: June 18, 2005



State of Michigan }
County of Gogebic } SS.

On this day personally appeared before me

Denise L. Lyon, to me
known to be the individual 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 purpose therein mentioned.

Given under my hand and official seal this 18th day of
June, 2004.

Marcella Noella Boline
Notary Public in and for the State of Michigan, residing at:

My appointment expires: 12/21/2004

MARCELLA NOELLA BOLINE
Notary Public, Gogebic County, MI
My Commission Expires Dec 21, 2004



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WILLIAM R. DURHAM

DENISE LYON

H. Michael Shea

H. MICHAEL SHEA

Kasey L. Shea

KASEY L. SHEA

State of Washington }
County of Skagit } SS.

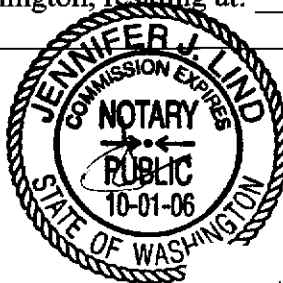
On this day personally appeared before me

H. Michael Shea and Kasey L. Shea, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that **he/she/they** signed the same as **he/she/their** free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of June, 2004.

Jennifer J. Lind

Notary Public in and for the State of Washington, residing at: Bow
My appointment expires: 10/01/2006



Skagit County Auditor

Exhibit A

Danskine Parcel P-73059 and P-73062

PARCEL "A":

Lots 5 through 10, inclusive, in Block 59, "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, TOGETHER WITH that portion of the North ½ of vacated 8th Street and of the West ½ of vacated Potter Avenue, and of the East ½ of vacated Walla Walla Avenue, and of the vacated alley running through said Block 59 that has reverted to said premises by operation of law; TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over the North ½ of 7th Street lying between the West line of Highland Ave., and the centerline of Potter Avenue.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Vacated Block 64, "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County.

TOGETHER WITH that portion of the South 50 feet of vacated 8th Street and that portion of the North 50 feet of vacated 7th Street lying between the center line of Walla Walla Avenue and the center line of Potter Avenue.

ALSO, TOGETHER WITH that portion of the East 50 feet of vacated Walla Walla Avenue and that portion of the West 50 feet of vacated Potter Avenue lying between the center line of 7th Street and the center line of 8th Street.

ALSO, TOGETHER WITH the vacated alley in said Block 64, which upon vacation reverted to said premises by operation of law.

Situate in the County of Skagit, State of Washington.



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Durham Parcel P-73063 and 99242

Lots 3 through 11, inclusive, in Block 20; all of Lots 1 through 14, inclusive, in Block 27; Lots 1 through 14, inclusive, in Block 58; Lots 1 through 4, inclusive, and Lots 11 through 14, inclusive, in Block 59; and Lots 1 through 14, inclusive, in Block 65; all in "MAP OF FIDALGO CITY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

TOGETHER WITH those portions of vacated Lincoln Avenue, Walla Walla Avenue, Howard Ave., Potter Avenue, 9th Street, 8th Street, and 7th Street adjoining and of the alleys running through said Blocks which upon vacation reverted to said premises by operation of law.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across that portion of the North ½ of 7th Street from the West boundary of Highland Avenue to the center of Howard Avenue, and of the East ½ of Potter Avenue from the North line of Lot 13 in said Block 63, extended West, to the South line of 10th Street, and of the West ½ of Potter Avenue from the centerline of 9th Street to the South line of 10th Street, and of the East ½ of Walla Walla Street from the center line of 9th Street to the South line of 10th Street and of the East ½ of Walla Walla Street from the centerline of 8th Street to the South line of Lot 11 in said Block 59, extended West, and of the West ½ of Potter Avenue from the centerline of 8th Street to the South line of Lot 4 in Block 59, extended East.

Situate in the County of Skagit, State of Washington.

Shea Parcel P-102825

Lot 2 through 13, Block 63, "MAP OF FIDALGO CITY, SKAGIT CO., WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 113 and 114, records of Skagit County, Washington.

TOGETHER WITH those portions of vacated alley, Potter Avenue, Howard Avenue and 7th Street as would attach by operation of law.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over the North ½ of 7th Street lying between the West line of Highland Avenue and the centerline of Howard Avenue.

Situate in the County of Skagit, State of Washington.



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