



201012080082
Skagit County Auditor

12/8/2010 Page 1 of 5 3:51PM

Return Address:

Mr + Mrs Mills
9605 Columbian Way
Sedro Woolley WA 98274

LAND TITLE OF SKAGIT COUNTY

137883-5

Document Title(s) (for transactions contained therein): 1. Road Maintenance Agreement 2. 3. 4.
Reference Number(s) of Documents assigned or released: (on page of documents(s))
Grantor(s) 1. David + Lisa Forsythe 2. Pauline Bierwood 3. Ronden + Serilee McCoy 4. Maxine Johnston Mills
Additional Names on page _____ of document.
Grantee(s) 1. Public 2. 3. 4.
Additional Names on page _____ of document.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Acre Lot 1 Deeters Acre.
Additional legal is on page _____ of document.
Assessor's Property Tax Parcel/Account Number P64933
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.

PRIVATE ROAD MAINTENANCE AGREEMENT

An agreement made this original date of December 6th, 2010, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, Columbia Way is a private road situated in Skagit County, State of Washington and

WHEREAS, the undersigned parcel owners are the owners or users of the Roadway Property situated in Skagit County, State of Washington, commonly known as Columbia Way, and described as follows:

A non-exclusive easement for ingress and egress over and across the West 30 feet of Lot 1 "DEITER'S ACREAGE, SKAGIT CO., WA" as per plat recorded in Volume 3 of Plats, page 53, records of Skagit County, Washington. Except the South 110 feet thereof.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Columbia Way.

WHEREAS, it is agreed that the future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.
2. **Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
3. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provisions of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, cost estimate will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repair or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.
4. **Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking vehicles for limited periods of time deemed appropriate by the majority of parcel owners.
5. **Cost Sharing.** Road maintenance and road improvement costs shall be shared on a pro-rated basis between the parcel owners sharing access to the above mentioned road. Each parcel owner's share



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of cost incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of the property frontage that is adjacent to the roadway when a residence does not exist.

6. **Prepayment:** Prepayment of maintenance and improvement costs will be made by each property owner on or before a date as specified by a majority of parcel owners. Each parcel owner shall contribute their pro-rated share of the estimated cost. The annual cost shall not exceed \$200.00 per parcel owner.
7. **Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map, a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).
8. **Future Parcels:** Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 5 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract vendee shall be deemed the owner of record.
9. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
10. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, and administrators and assigns.
11. **Amendment.** This Agreement may be amended only by two-thirds majority consent of all parcel owners
12. **Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
13. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each parcel owner shall be entitled to one vote, and a nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.
14. **Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If any address or a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.
15. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.



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The parties with the following addresses and parcels are currently signatory to this agreement;

David & Lisa Forsythe 9543 Columbia Way Parcel #P64930

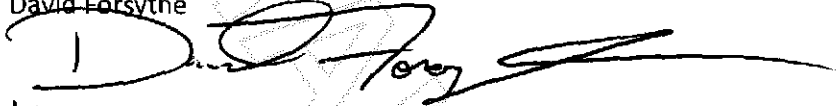
Pauline Bierward 9557/9577 Columbia Way Parcels#P64923 & P64928

Ronden & Jerilee McCoy 9595 Columbia Way Parcel#P64931

Maxine Johnston 9605 Columbia Way Parcel#P64933

Signed:

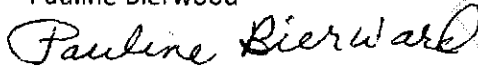
David Forsythe



Lisa
Susan Forsythe



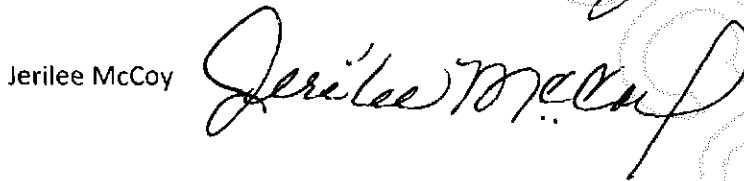
Pauline Bierwood



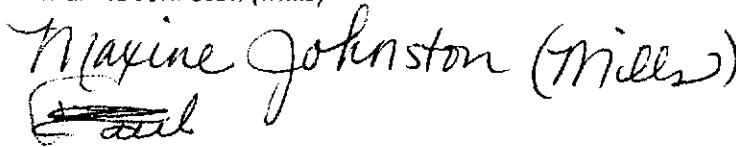
Ronden McCoy



Jerilee McCoy



Maxine Johnston (Mills)



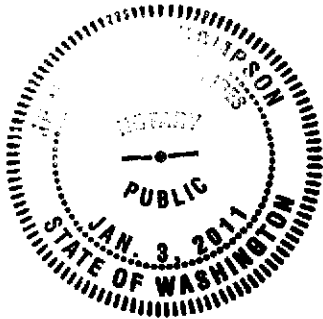
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STATE OF WASHINGTON

County of Skagit

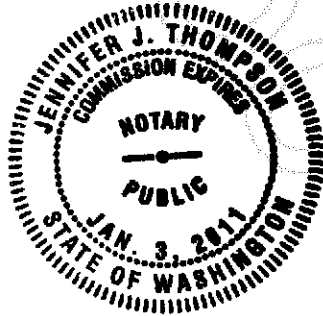
On this day personally appeared before me ^{Lisa} ~~Susan~~ *David & Susan Forsythe, Pauline Bierwood, Ronden and Jerilee McCoy and Maxine (Johnston) Mills*, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this the 6th day of December, 2010



Jennifer Thompson
Notary Public in and for the State of Washington

My appt expires 1-3-2011



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