



202210200080

10/20/2022 03:53 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

Return Address:

Document Title: Road Maintenance Agreement

Reference Number (if applicable): _____

Grantor(s): additional grantor names on page ____

- 1) Joseph D. Martin & Denise L. Martin
- 2) Steven P. Hansen & Henri A. Hansen
Gem Lane

Grantee(s): additional grantor names on page ____

- 1) Public
- 2) _____

Abbreviated Legal Description: full legal on page(s) ____

Ptn. Govnt. Lt 8 Sec. 36, Twn 34, R4 E. W.M.
Ptn. Govnt. Lt 8 Northern Pacific Railroad
Sec 36, Twn 34, R4 E. W.M.

Assessor Parcel /Tax ID Number: additional parcel numbers on page ____

P29891
P29889

ROAD MAINTENANCE AGREEMENT

WHEREAS, Joseph D Martin & Denise L Martin, and Steven P Hansen & Kerri A Hansen, (hereinafter referred to collectively as “the Parties”) do intend to provide for the joint and several maintenance of a road (hereinafter referred to as “the Road”) to be shared and used equally by them and agree to the following terms and conditions:

1. Description of Road. The road to be maintained is known as GEM LANE, Mount Vernon WA 98273, and is more fully described as:

The Road runs North South and serves as primary access to the following Parcels and Property Owners as indicated in section 2 (Ownership) of this document. The Road runs through the middle of each property indicated.

2. Ownership. Ownership of the Road is vested in each property owner according to the land records of SKAGIT County, State of WASHINGTON. Ownership information below is indicated from North to South Properties on Gem Lane:

- **P29891** - 17848 GEM LANE, HANSEN STEVEN P & HANSEN KERRI A.
- **P29889** - 17856 GEM LANE, MARTIN JOSEPH D & MARTIN DENISE L.

3. Duties. Each of the Parties shall be jointly and severally responsible for the maintenance of the Road, including but not limited to the resurfacing, grading, removal or installation of culverts and drainage pipes, and removal of any obstructions of the road. Said maintenance shall include equal responsibility of the Parties for all costs involved. Construction projects and/or property improvement projects involving or impacting the Road shall be the individual responsibility of each property owner unless otherwise agreed by all affected property owners.

4. Failure to Agree. If either of the Parties does not agree to an expenditure of maintenance, the dispute shall be referred to a mediation specialist agreed to by the majority of property owners. The mediation specialist shall act as arbitrator in the matter and whose decision shall be accepted by all Parties as being final in the disputed matter.

5. Use of the Road. The Parties agree that the use of the road shall be shared equally and neither shall have the right to interfere with the use of the road by the other. Further, the Parties agree that each and the other may extend the right of use of the Road to guests and visitors. This

agreement also serves as a perpetual easement for the installation of utilities, specifically, the rights to, but not limited to Puget Sound Energy, Phone Utility Companies, Cascade Natural Gas and further any successors and assigns of said companies the right to enter into, cross under, through and over the Road to provided utility services to all of the parcels identified in this document which include the Road.

6. Term and Termination. This agreement shall extend from and after the date of signing by all property owners unless terminated in writing. Parties may terminate this Agreement only by providing written notice of such termination to all parties/Parcel Owners 180 days prior to the ending of this agreement.

7. Addresses of Parties. The addresses of the respective Parties to this Agreement for notice purposes are as follows:

- HANSEN STEVEN P
HANSEN KERRI A
436 26TH ST W
NORTH VANCOUVER, BC V7N 2G9
- MARTIN JOSEPH D
MARTIN DENISE L
PO BOX 182
MOUNT VERNON, WA 98273

8. Successors in interest. The Parties agree that this Agreement shall run with the land as a covenant and shall be binding upon their successors in interest, assigns, heirs and personal representatives.

9. Applicable Law. The Parties agree that this Agreement shall be subject to and construed in accordance with the laws of the State of WASHINGTON.

WITNESS our signatures, this the 12 day of October, 2022A.D.

WITNESS our signatures, this the 5 day of October, 2022 A.D.

PROPERTY: P29889 - 17856 GEM LANE
MARTIN, JOSEPH D & MARTIN, DENISE L.

[Signature]
Signature

Joseph D Martin
Printed Name

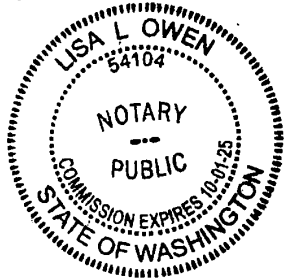
[Signature]
Signature

Denise L Martin
Printed Name

STATE OF WASHINGTON:
COUNTY OF SKAGIT:

On this 5 day of October, 2022 before me, the undersigned, a Notary Public in and for the County and State came Joseph Martin & Denise Martin a married couple, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

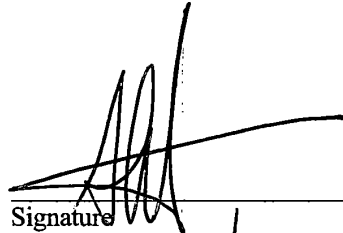
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



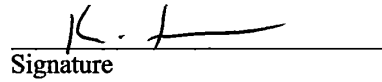
Notary Public Lisa L. Owen

My Appointment Expires: 10/1/2025

**PROPERTY: P29891-17848 GEM LANE,
HANSEN STEVEN P & HANSEN KERRI A.**


Signature

STEVEN HANSEN
Printed Name


Signature

Kerri Hansen
Printed Name

Province of BC
STATE OF WASHINGTON:
COUNTY OF SKAGIT:
District of North Vancouver

On this 12 day of Oct., 22, before me, the undersigned, a Notary Public in and for the County and State came Steven P. Hansen & Kerri Hansen a married couple, who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same as his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public 

My Appointment Expires: Permanent

ZAINAB (Jenny) A. Shariff
NOTARY PUBLIC
3190 Edgemont Blvd.
North Vancouver, B.C. V7R 2N9
Tel: (604) 904-7827 Fax: (604) 904-7845

