

Return to:

Kevin Cricchio
Skagit County Planning and Development Services
1800 Continental Place
Mount Vernon WA 98273

Document Title(s) (or transactions contained herein):

Declaration of Road Maintenance Agreement

() Additional Reference Numbers on page ____ of document

Grantor(s) (Last name, first name and initials):

1. VanRoeyan, Jason and Lori, husband and wife
2. Farnsworth, Melvin and Susan, husband and wife
3. Farnsworth, Adam and Diana, husband and wife
4. Ayers, Alan and Ashley, husband and wife

() Additional names on page _____ of document

Grantee(s) (Last name, first name and initials):

1. VanRoeyan, Jason and Lori, husband and wife
2. Farnsworth, Mel and Sue, husband and wife
3. Farnsworth, Adam and Diana, husband and wife
4. Ayers, Alan and Ashley, husband and wife

() Additional names on page _____ of document

Legal Description (Abbreviated: i.e. lot, block, plat or quarter, section, township and range):

Portion Lot A, Short Plat PL-21-0362 and portion Lot 2 Short Plat 92-02 in
portion SW 1/4 NE 1/4, Sec 31 Twp 35 N Rge 2 E WM

() Additional legal(s) on page _____ of document

Assessor's Parcel/Tax I.D. Number:

P-33353

() Tax Parcel Number(s) for additional legal(s) on page _____
of document

Recording requested by: Skagit County Public Works Department
When recorded mail to: Allison Sanders, Planning and Development Services
700 S 2nd St, Room #202, Mount Vernon, WA 98273

Planning Department: PL21-03262
Parcel Map Number: p33353

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a private right-of-way or of lands to which such easement is attached, such easement being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. We hereby agree and declare that we shall bear equal shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions.
3. Repairs or maintenance on said easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.
4. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
5. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.
6. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery

of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.

- 7. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.
- 8. Any owner of a parcel that is unused and undeveloped is exempt from this agreement until usage exceeds quarterly visits and/or the parcel is connected to utilities.

IN WITNESS WHEREOF, we have executed this declaration this 3rd day of

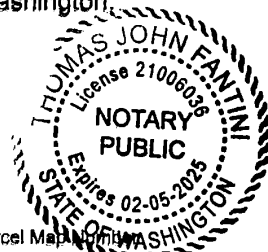
March, 2022, at Peoples Bank Accounts, Washington,



Lori & Jason VanRosyen

P33357

Parcels & Parcel Map Number

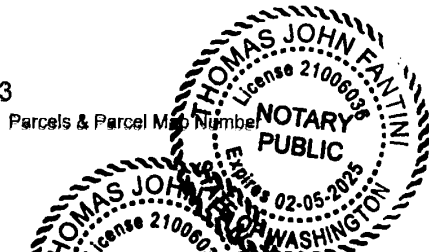


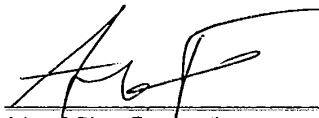


Mel & Sue Farnsworth

P3353

Parcels & Parcel Map Number

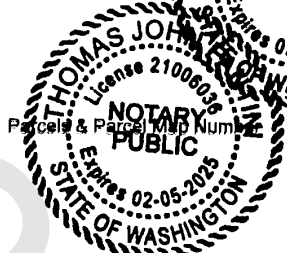


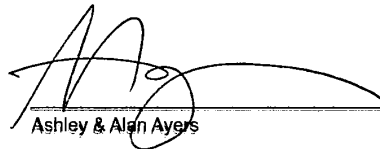


Adam & Diana Farnsworth

TBD

Parcels & Parcel Map Number

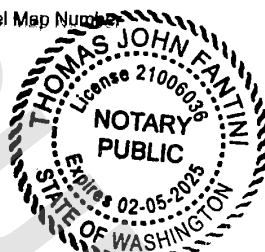




Ashley & Alan Ayers

TBD

Parcels & Parcel Map Number



STATE OF WA

COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared Susan Van Roeyen, Mel Farnsworth, Sue Farnsworth, Adam Farnsworth, Alan Ayers personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the attached document and acknowledged that he signed the document as his free and voluntary act and deed for the uses and purposes there in mentioned.

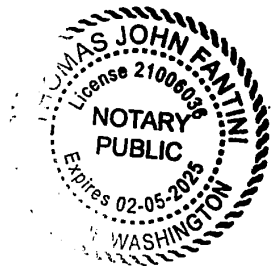
Given under my hand and official seal this 3rd day of March, 2022

[Signature]

Notary Public in and for the State of WA

Residing at: Peoples Bank Anacortes

My commission expires: 02-05-2025



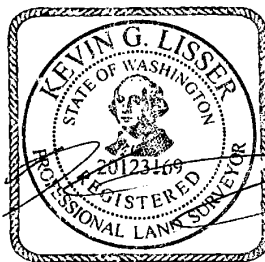
UNOFFICIAL DOCUMENT

Exhibit "A"

That certain easement area for ingress, egress and utilities (Clover Lane) as shown over, under and across a portion of Lot A, Skagit County Short Plat No. PL-21-0362, approved November 30, 2023 and recorded December 13, 2023 under Skagit County Auditor's File No. 202312130043 and that certain non-exclusive 60-foot wide access and utilities easement (Farnsworth Place) over, under and across a portion of Lot 2, Skagit County Short Plat No. 92-02 approved April 22, 1992 and recorded April 28, 1992 under Skagit County Auditor's File No. 9204280001 all being within the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 35 North, Range 2 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



11-8-23