

ABC



199910180003

Kathy Hill, Skagit County Auditor  
10/18/1999 Page 1 of 3 8:50:17AM

When recorded return to:

Craig Sjoström  
409 Main Street  
Mount Vernon, Washington 98273

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**Grantor: Alta M. Crutcher**

**Grantees: Steven M. Van Allen & Maryanne E. Van Allen, h/w**

**Legal Description:** N. 30' Lots 3 & 4 SP 97-0004

**Assessor's Property Tax**

**Parcel or Account No.:** 360325-4-004-0600  
360325-4-004-0103

**Reference Nos of Documents**

**Assigned or Released:** N/A

**Conveyance:** Road Maintenance Agreement

### **ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 11th day of October, 1999, by and between ALTA M. CRUTCHER ("Crutcher"), and STEVEN M. VAN ALLEN & MARYANNE M. VAN ALLEN, husband and wife ("Van Allen").

FOR AND IN CONSIDERATION of the granting by Crutcher to Van Allen of a non-exclusive easement for ingress, egress and utilities over the North 30 feet of Lots 3 & 4, Skagit

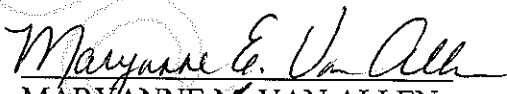
County Short Plat # 97-0004, by separate Grant of Easement of even date, THE PARTIES AGREE AS FOLLOWS:

1. Van Allen shall be solely responsible for the maintenance and upkeep of any road, driveway, or other access over or across any portion of the easement area granted by Crutcher, including but not limited to the clearing of brush or foliage from the easement area, and the removal of downed trees or other obstructions from the easement area. Notwithstanding the foregoing, Van Allen shall use no herbicidal sprays within the easement area without permission of Crutcher, and in addition any downed or felled trees removed from the easement area which had previously been located on Crutcher's property shall remain the property of Crutcher.
2. Crutcher, and her heirs, successors and assigns, shall have the unrestricted use of any road, driveway or access over or across the said easement, provided that such use does not interfere with Van Allen's use thereof.
3. Van Allen may install and maintain a gate across the easement area, provided that should the gate be locked, Crutcher and/or her designees, heirs, successors or assigns shall be provided keys thereto.
4. This agreement is binding on the parties hereto, and their heirs, successors and assigns, and shall be part and parcel of the easement granted by Crutcher and referenced above.

EXECUTED on the date first above written:

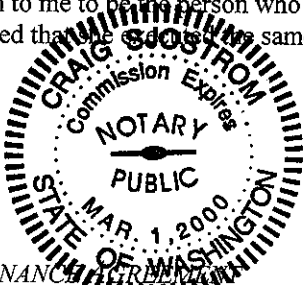
  
ALTA M. CRUTCHER


  
STEVEN M. VAN ALLEN

  
MARYANNE M. VAN ALLEN  
E.

STATE OF WASHINGTON )  
( ss.  
SKAGIT COUNTY )

On this 8th day of Octob., in the year 1999, before me personally appeared Alta M. Crutcher, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged that she executed the same for the purposes therein mentioned.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON,  
Residing at mt. Vernon



My commission expires: 3/1/00  
Printed Name: Craig Sjostrum

STATE OF WASHINGTON )  
( ss.  
SKAGIT COUNTY )

On this 11<sup>th</sup> day of October, in the year 1999, before me personally appeared Steven M. Van Allen and Maryanne M. Van Allen, known to me to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged that they executed the same for the purposes therein mentioned.

Diana Smith Moran  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON,  
Residing at Bellingham, WA 98226  
My commission expires: 11-26-02  
Printed Name: Diana Smith Moran

