



200204120154
Skagit County Auditor

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When recorded return to:
John M. Haggerty, Atty.
239 N. McLeod
Arlington, WA 98223

Road Maintenance Agreement

KNOW ALL MEN by these presents that **Ronald W. Joiner and Linda J. Joiner**, husband and wife, owners of the following property:

Property Tax ID #'s: P18279 aka 330527-2-001-0109

PARCEL "A":

The West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East, W.M., EXCEPT road rights of way, AND EXCEPT railroad rights of way over and across that certain 50 foot strip of land conveyed to English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington.

PARCEL "B":

That portion of that certain 50 foot strip of land acquired by English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington, lying within the boundaries of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East W.M.

and **Jeremy W. Maestas**, a single man, owner of the following property:

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Property Tax ID #'s: P18278 aka 330527-2-001-0000

PARCEL "A":

The East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East, W.M., EXCEPT railroad rights of way over and across that certain 50 foot strip of land as conveyed to English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of that certain 50 foot strip of land acquired by English Lumber Company, a corporation, by Deed dated December 4, 1919, and recorded January 7, 1920, in Volume 115 of Deeds, page 587, records of Skagit County, Washington, lying within the boundaries of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 33 North, Range 5 East, W.M.
Situate in the County of Skagit, State of Washington.

Agree as follows regarding maintenance of certain roadways:

Maestas being benefitted and Joiners being burdened by an easement of even date herewith for ingress and egress and utilities over and across certain portions of Joiners' property, and both parties intending to make use of the roadway so created, the parties do hereby mutually and irrevocably agree as follows:

1. Maestas and all successor owners of the Maestas property, and Joiners and all successor owners of the Joiner property, shall reasonably maintain the graveled surface of said roadway, for the use of both parcels, each party contributing one half the reasonable cost of said maintenance.
2. Neither party and no subsequent owner of either property shall so use or abuse the roadway as to cause damage or deterioration to it in excess of that which is reasonable and normal for single-family residential and associated rural use; if any such damage or deterioration should be caused by either party, or persons coming onto or using the road at that party's invitation, or with that party's agreement or acquiescence, that party shall

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be solely responsible for and shall promptly effect the required repairs, and if that party does not do so the other party may do so, after reasonable notice of intent, and shall thereafter notify the other party of the expense incurred; and

3. If a party is responsible for expenses for ordinary maintenance under paragraph 1, or extraordinary repairs under paragraph 2, and fails to accomplish it or pay the expense thereof, the other party may accomplish the work and the party accomplishing the work or having had it accomplished shall have a lien on the responsible party's property for the amount owed by that party, which shall attach upon accomplishment of the work.

4. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of any party's obligations or any lien arising as described in paragraph 3 hereof, the substantially prevailing party or parties shall be entitled to judgment for reasonable attorney fees and costs incurred in enforcing that party's rights hereunder.

This agreement is appurtenant to and for the benefit of the properties identified herein, and all future owners of the properties described herein, and is intended to and shall run with the land, benefitting and burdening each of the described properties according to its terms.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this on the dates set forth below.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 12 2002

Amount Paid \$ 0
Skagit County Treasurer
By: Deputy

Ronald W. Joiner

Linda J. Joiner

Jeremy Maestas

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Ronald W. Joiner and Linda

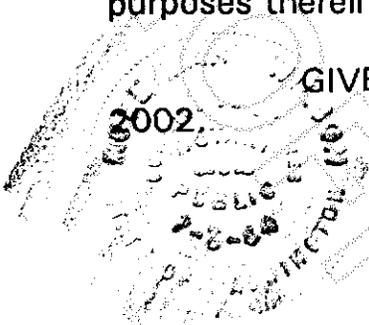
Road Maintenance Agr



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J. Joiner, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that each signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of April 2002.



Robert Wilson

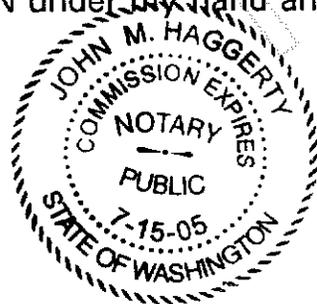
Notary public in and for the State of Washington, res. at Skagit Bm Arlington
My Commission Expires 7-15-05
07-03-04

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Jeremy Maestas, to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that each signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2002.

2002.



[Signature]

Notary public in and for the State of Washington, res. at Arlington
My Commission Expires 7/15/05

Road Maintenance Agreeer

