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Skagit County Auditor

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DOCUMENT TITLE: Road Maintenance Agreement

ABBREVIATED LEGAL DESCRIPTION: Section 18, Township 34, Range 2; Ptn. Gov. Lot 2 aka Tract 2B, Short Plat #94-055

ASSESSOR'S TAX/PARCEL NUMBER: 340218-0-002-0301 R107224

This Road Maintenance made this 13th day of JAN, 2003, by the undersigned EINO MIKE JOHNSON and LORIE A. JOHNSON, Husband and Wife; and TERRY L. JOHNSON AND LISA C. JOHNSON, Husband and Wife are owners of property described as follows:

Tract 2B of Skagit County Short Plat No. 94-055, recorded under Auditor's File No. 95022800533, in Volume 11 of Short Plats, pages 187 and 188, records of Skagit County, Washington. W.M., which are also Lots 1 and 2 of a proposed Short Plat, Skagit County No. PL01-0531 recorded under Auditor's File No. 200303070103.

The parties to this agreement and all subsequent owners, successors or assigns do hereby further mutually and irrevocably agree as follows:

1. They shall cooperate in the maintenance of the existing access road over and across the roadway defined in said Short Plat, for the mutual access and benefit of both properties; and
2. They shall share in the reasonable cost of such maintenance, including but not limited to provision of their own efforts, and payment for materials and the necessary services of third parties, in proportion the length of the roadway used by each lot; and
3. The access road shall not be improved, replaced, or extended altering its present its present condition without approval of all owners of both affected lots. Neither party shall incur significant repair or maintenance expense, nor make commitments to third parties, without first obtaining the agreement of the other party, but such agreement shall not unreasonably be refused; and
4. If work on the road (including the purchase of materials therefore), does become necessary or desirable, as a result of fair and normal use, and one party seeks the other's agreement to its accomplishment but such agreement is unreasonably refused, the party wishing to accomplish the work or to have it accomplished may proceed with the same, and the other party shall than be responsible for that party's proportionate share of the reasonable cost of such work.

5. Neither party shall so use or abuse the road so as to unreasonably interfere with the use of the road by other owner, or to unreasonably interfere with the use of either parcel within the short subdivision, or so as to cause damage or deterioration to it in excess of that which is fair and normal for single-family residential 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 be solely responsible for and shall promptly effect the required repairs, and if he/she does not so the other party may do so, after reasonable notice of intent; and
6. If a party is responsible for expenses for either routine repair or maintenance under paragraph 4, or extraordinary repairs under paragraph 5, and fails to accomplish it or pay that party's share of the expense therefore, the party accomplishing the work or having had it accomplished shall have a lien on the other party's property for the amount owed by that party, which shall attach upon accomplishment of the work.
7. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of the other party's obligations or any lien arising as described in paragraph 4 or hereof, the substantially prevailing party shall be entitled to reasonable attorney fees and costs incurred in enforcing that party's rights hereunder, and
8. The party's are subject to and favor of an existing access and utility easement commonly known as Van Luven Lane as shown on said Short Plat. The party's agree to the conditions set forth and further agree to promise and covenant to support, without objection a formation of a road association to improve the street abutting the above described real property.

This agreement is the benefit of the present owners, and is intended to run with the land, benefiting and burdening the described properties according to its terms.



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DATED this 15TH day of JAN, 2003.

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss

I CERTIFY that I know or have satisfactory evidence that

EINO MIKE JOHNSON [Signature]

LORI A. JOHNSON [Signature]

TERRY L. JOHNSON [Signature]

LISA C. JOHNSON [Signature]

Signed this instrument, on oath stated that they was authorized to execute the instrument and acknowledged it as the truth to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument



01-13-03
DATED

[Signature]
SIGNATURE OF NOTARY PUBLIC

Kristi L. Hilsinger
Name Printed

Accounts Receivable
TITLE

03-11-06
MY APPOINTMENT EXPIRES



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