



200307290061

Skagit County Auditor

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3 11:20AM

Document Title:

Private Road Maintenance Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Triple T Construction, Inc.,

2.

Grantee(s):

☐ additional grantee names on page ____

1. Triple T Construction, Inc.,

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lots 1 and 2 of Amocarter Short Plat NO. ANA-93-003

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

350126-4-002-0200

R104461

350126-4-002-0100

R104460

Private Road Maintenance Agreement and Parking Rights

The Owners of Lots 1, 2, and 3, as described in that certain short plat recorded under Skagit County Auditors file number 200307290060, hereby declare and agree as follows:

1. The said three lots share a private road which is located on ingress, egress and utility easements described in said short plat (Lupine Lane).
2. The roadway, drainage facilities and "No Parking - Fire Lane" signs shall be maintained in a good state of repair and all parties agree not to waste or misuse them. In the event a party enters the encumbered property for construction, use, improvement and maintenance purposes, they shall leave the encumbered property in as neat a condition as before entering it.
3. There shall be a no parking - fire lane zone maintained around the fire access turnaround area. This zone, in a T-shape, shall include the 20 foot wide paved access road in 3 directions that is located 60 feet from the center of the intersection of the main access road and the fire turnaround road. Signs painted on the pavement stating, "No Parking - Fire Lane", shall be maintained on the perimeter of the fire lane zone.
4. Owners and guests of said lots may park on the paved eastern most 105 feet of Lot 1 (105' by 30' area that is paved) but no recreational vehicles, trailers, boats, non-operating vehicles and commercial vehicles may park there except for loading and unloading purposes. Owners and guests are restricted from parking on the encumbered property in such a way as to interfere with the reasonable use of these easements including use by fire apparatus and access to individual driveways.
5. Owners and guests of said lots are restricted from placing and storing outbuilding, fences, and material of any kind including construction material, yard waste, junk and automobile parts on said encumbered property except garbage and recycle containers place overnight for next day collection.
6. Ingress and egress easements shall include the original paved area of the radius on each side of the turnaround of said private road and at the original paved area on each side of the intersection of the private road and "A" Avenue.
7. The Owners of Lots 1, 2, and 3 shall be 40%, 35%, and 25% respectively, responsible for the reasonable cost of maintenance, improvement and repair of the roadway, drainage facilities, and "No Parking - Fire Lane" signs situated on said easements. It shall take a written agreement of work to be done of at least one property owners of two of the three lots to require all property owners to share in these costs. One property owner of each lot shall be given a copy of said written agreement by mail or in person ten days before construction commences or a contract is given out, whichever is sooner.
8. If any obligation shall become delinquent, interest, court costs and attorney fees shall be added to such obligation. No owner or contract purchaser shall be relieved of liability for the obligations provided herein by non-use or abandonment of said roadway.
9. This Agreement herein shall constitute a covenant running with the land and shall be binding upon the respective parties hereto, their heirs, successors or assigns and any future owner or contract purchaser.

July 29, 2003

Ben Thomas
President
Triple T Construction, Inc.

Ben Thomas



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STATE OF WASHINGTON, }

ss.

ACKNOWLEDGMENT - Individual

County of

On this day personally appeared before me

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of , 19

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
DATE

1 JUL 29 2003

Amount Paid \$
Skagit County Treasurer
By: Deputy

Notary Public in and for the State of Washington,
residing at

My appointment expires

STATE OF WASHINGTON, }

ss.

ACKNOWLEDGMENT - Corporate

County of Skagit

On this 29th day of July 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ben Thomas

and

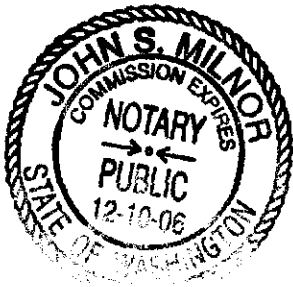
to me known to be the

President and

Secretary, respectively, of Triple T Construction, Inc

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



John S. Milnor
Notary Public in and for the State of Washington,
residing at Mount Vernon

My appointment expires

12-10-06

This jurat is page of and is attached to



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