



200703080152

Skagit County Auditor

3/8/2007 Page

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4 3:46PM

Return to: Skagit Surveyors & Engineers
806 Metcalf St
Sedro-Woolley, WA 98284
Phone: (360) 855-2121

COVER SHEET
ROAD MAINTENANCE AGREEMENT

GRANTOR: KEVIN R. GWIN, TY S. PRICE, WILLIAM E. KETZENBERG AND LYNNE A. KETZENBERG

GRANTEE: Owners and Future Owners of Lots 2, 3 & 4 of Short Plat SP96-097


LEGAL DESCRIPTION

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 35 North, Range 3 East, W.M

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P33622, P116706, P118916

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 08 2007

Amount Paid 
By: Skagit County Treasurer
Deputy

Lp

PRIVATE ROAD MAINTENANCE AGREEMENT

WHEREAS KEVIN R. GWIN, TY S. PRICE, WILLIAM E. KETZENBERG AND LYNNE A. KETZENBERG (hereafter referred to as "OWNERS") are the owners of the real property described below, (hereafter referred to as "the property" or "the Short Plat"):

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 35 North, Range 3 East, W.M. EXCEPT Hobson Road.

Situate in Skagit County, Washington

WHEREAS Lots 2, 3 and 4 are served by a private access easement for ingress, egress and utilities as shown on Short Plat Number SP96-097 (hereafter referred to as "EASEMENT").

WHEREAS it is the desire and intent of the OWNERS to provide for the maintenance of the EASEMENT.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The responsibility for the construction, repair and maintenance of the EASEMENT shall be shared equally. If lot 2 or 4 is undeveloped, the owner of said lot are not responsible for maintenance. If the EASEMENT is damaged by the development of any said lot it is that lot owner's sole responsibility to repair the EASEMENT.
2. The roadway within the EASEMENT shall be constructed and maintained only as a gravel roadway sufficient for vehicular traffic, with maintenance to include, without limitation grading, scraping, ditching, snow removal and spreading of new gravel, as necessary, in the sole discretion of the owners of the Lots served by the EASEMENT.
3. As required by Skagit County, the OWNERS here to state and acknowledge that said EASEMENT is private and maintenance of the roadway within the EASEMENT, including snow removal, is NOT a public responsibility. In no case shall the County accept a dedication or any obligation as to any such road, street, and/or alley until the same and all roads, streets, and/or alleys connecting the same to the full extent



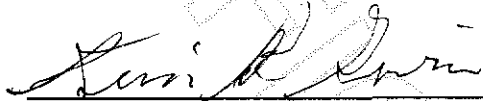
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Skagit County Auditor

County road system have been brought up to, full current County road standards and a right-of-way deed has been transferred to and accepted by the County.

This Private Road Maintenance Agreement, and any amendments made hereto, shall be recorded with the Skagit County Auditor and shall constitute a covenant running with the land and the terms hereof shall not be amended or modified, except by written agreement.

Dated: FEBRUARY 27, 2007



KEVIN R. GWIN



TY SHAWN PRICE



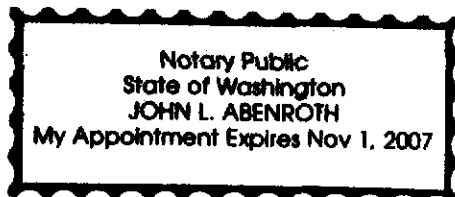
WILLIAM E. KETZENBERG



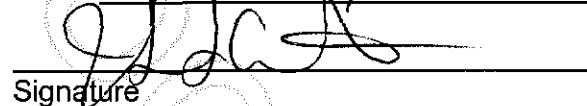
LYNNE ANN KETZENBERG

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Kevin R. Gwin is the person who appeared before me that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated Feb. 27, 2007



Signature

Notary John L. Abenroth

Title NOTARY

My appointment expires Nov 1, 2007

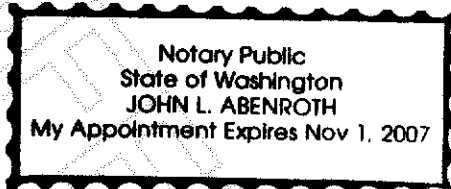


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State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Ty Shawn Prince is the person who appeared before me that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated FEB. 27, 2007

Signature [Handwritten Signature]

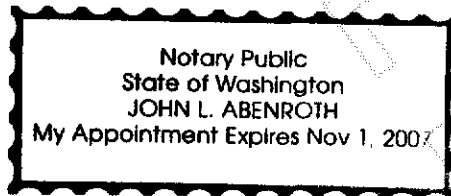
Notary John L. Abenroth

Title Notary

My appointment expires Nov 1, 2007

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that William E Ketzenberg is the person who appeared before me that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated FEB 27, 2007

Signature [Handwritten Signature]

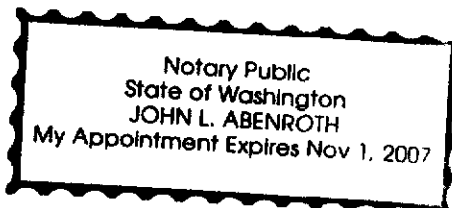
Notary John L. Abenroth

Title Notary

My appointment expires Nov. 1, 2007

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Lynne Anne Ketzenberg is the person who appeared before me that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated FEB 27, 2007

Signature [Handwritten Signature]

Notary John L. Abenroth

Title Notary

My appointment expires Nov. 1, 2007



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