

RECORDING COVER SHEET

EMERGENCY



201009300082  
Skagit County Auditor

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Eugene Ferrario  
620 38th Street  
Anacortes, WA 98221

Document Title:

PRIVATE ROAD MAINTENANCE AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

Reference Number :

\_\_\_\_\_ 99403-3

Grantor(s):

additional grantor names on page \_\_\_\_

1. Trulson, Susan
2. Fromme, Scott & Laura

Grantee(s):

additional grantee names on page \_\_\_\_

3. Thompkins, Brin
4. Ferrario, Eugene & Donna

Abbreviated legal description:

full legal on page(s) \_\_\_\_

Woodland Avenue, recorded in Volume 2 of plats from the Map of Fidalgo City, records of Skagit County, Washington.  
(See Exhibits A, B, C, D)

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_

P73026, P73023, P73042, P73022

I, Eugene Ferrario am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$62- for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Eugene Ferrario Dated 9-29-2010

# PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of September 28<sup>th</sup>, 2010, applicable to the undersigned parcel owners and users,

## RECITALS

**WHEREAS**, Woodland Avenue is a private road situated in Skagit County, State of Washington and

**WHEREAS**, the undersigned parcel owners are the owners or users of the Roadway Property situated in Skagit County, State of Washington, commonly known as Woodland Avenue, and described as follows:

Woodland Avenue, recorded in Volume 2 of plats from the Map of Fidalgo City, records of Skagit County, Washington **SEE EXHIBITS A, B, C, D**

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Woodland Avenue: and

**WHEREAS**, it is agreed that future parcel owners or users will add their signatures to this document;

## NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.
- 2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.
- 3. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, cost estimate will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repair or replacements without the approval of the other parcel owners prior to performing such work, the parcel owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.
- 4. Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking vehicles for limited periods of time deemed appropriate by the majority of parcel owners.
- 5. Cost Sharing.** Road maintenance and road improvement costs shall be shared on a pro-rated basis between the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist.
- 6. Prepayment.** Prepayment of maintenance and improvement costs will be made by each property owner on or before a date as specified by the majority of parcel owners. Each parcel owner shall contribute their pro-rated share of the estimated cost.
- 7. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map, a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).



8. **Future Parcels.** Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 5 above. If any additional parcels are created after the original Private Road Agreement Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract vendee shall be deemed the owner of record.
9. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
10. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
11. **Amendment.** This Agreement may be amended only by two-thirds majority consent of all parcel owners.
12. **Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails
13. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the parcel owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each parcel owner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration..
14. **Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address or a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.
15. **Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.
16. **Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

The parties with the following addresses and parcels are currently signatory to this agreement;

Susan Trulson	14421 Woodland Avenue	Parcel # P73026	Exhibit C
Scott & Laura Fromme	14428 Woodland Avenue	Parcel #P73023	Exhibit B
Brin Thompkins <i>But</i>	14434 Woodland Avenue	Parcel #P73042	Exhibit D
Eugene & Donna Ferrario	14410 Woodland Avenue	Parcel #P73022	Exhibit A

Signed,

Susan Trulson Reed, Trustee date 9/28/10  
 Susan Trulson Susan Trulson Trust

STATE OF WASHINGTON  
 County of Skagit

Acknowledge - Individual

On this day personally appeared before me Susan Trulson Reed to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 28<sup>th</sup> day of Sept 2010.



Madeline M. Roosen Cook  
 Notary Public in and for the State of Washington

My appointment expires 8-29-2011

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Scott Fromme  
Scott Fromme

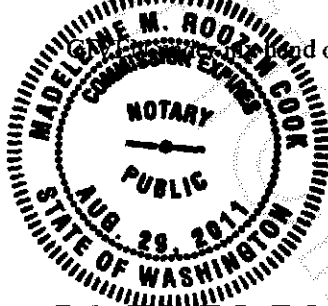
date Sept 28, 2010

date \_\_\_\_\_

STATE OF WASHINGTON  
County of Skagit

Acknowledge - Individual

On this day personally appeared before me Scott Fromme to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand official seal this 28<sup>th</sup> day of Sept 2010.

Madeleine M. Rozen Cook  
Notary Public in and for the State of Washington

My appointment expires 8-29-2011

Brin Thompson  
~~Brin~~ Thompson  
Brin

date 9/29/10

STATE OF WASHINGTON  
County of Skagit

Acknowledge - Individual

On this day personally appeared before me Brin Thompson to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand official seal this 29<sup>th</sup> day of Sept 2010.

Madeleine M. Rozen Cook  
Notary Public in and for the State of Washington

My appointment expires 8-29-2011



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Eugene Ferrario  
Eugene Ferrario

date 9/28/2010

Donna Ferrario  
Donna Ferrario

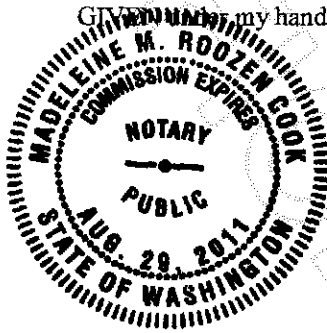
date 9/28/10

STATE OF WASHINGTON  
County of Skagit

Acknowledge - Individual

On this day personally appeared before me Eugene + Donna Ferrario to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand official seal this 28<sup>th</sup> day of Sept. 2010.



Madeline M. Roosen Cook  
Notary Public in and for the State of Washington

My appointment expires 8-29-2011



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Skagit County Auditor



# EXHIBIT "A"

Address and Contact

Assessors Home	Improvements	Land Segments	Account History	Sales History	Tax Statement	Permits	Print Version
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By Parcel ID **Parcel Number** **XrefID** **Quarter** **Section** **Township** **Range**  
 By Xref ID **P73022** **4101-009-007-0004** **01** **13** **34** **01**

By Site Address **Owner Information** **Site Address(es)** **Location Map**  
 By Owner **CRAWFORD ROBERT G & CRAWFORD LEE ANN** **14410 WOODLAND AVENUE** **Locate this Parcel on iMap**  
**14410 WOODLAND AVE** **[Old Situs] 1440 WOODLAND AV** **Assessor's Parcel Map: PDF | DWF**  
 Treasurers Home **ANACORTES, WA 98221** **Anacortes, WA 98221**

*(Ferrario property)*

**Legal Description** Definitions

FIDALGO CITY, LOTS 1 THROUGH 7, BLOCK 9, "MAP OF FIDALGO CITY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE WEST 1/2 OF WOODLAND AVENUE VACATED DECEMBER 3, 1968 UNDER SKAGIT COUNTY COMMISSIONERS FILE NO. 12,323 AS WOULD ATTACH BY OPERATION OF LAW; EXCEPT THE EAST 1/2 OF THE WEST 1/2 OF SAID VACATED WOODLAND AVENUE LYING BETWEEN LOTS 5 THROUGH 7 OF BLOCK 9 AND LOTS 5 THROUGH 7 OF BLOCK 10, SAID "MAP OF FIDALGO CITY", AS CONVEYED TO HAROLD TRULSON AND AGNES TRULSON, HUSBAND AND WIFE, UNDER AUDITOR'S FILE NO. 8305030011; ALSO TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE ALLEY IN SAID BLOCK 9, THE NORTH 1/2 OF 10TH STREET AND THE WEST 1/2 OF WOODLAND AVENUE AS SET FORTH IN AGREED JUDGMENT QUIETING TITLE UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 91-2-00549-7 AND RECORDED NOVEMBER 1, 1999 UNDER AUDITOR'S FILE NO. 9111010074, AS WOULD ATTACH BY OPERATION OF LAW. ALSO TOGETHER WITH THAT PORTION OF LOTS 1, 2 AND 3 OF BLOCK 6 "MAP OF FIDALGO CITY" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED OR VACATABLE, 11TH STREET, WOODLAND AVENUE AND LAKE AVENUE THAT WOULD REVERT THERETO BY OPERATION OF LAW LYING EASTERLY OF THE CENTERLINE OF THE ALLEY IN BLOCK 9 OF SAID PLAT EXTENDED NORTH. LOTS 1 THROUGH 7, BLOCK 9, "MAP OF FIDALGO CITY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE WEST 1/2 OF WOODLAND AVENUE VACATED DECEMBER 3, 1968 UNDER SKAGIT COUNTY COMMISSIONERS FILE NO. 12,323 AS WOULD ATTACH BY OPERATION OF LAW; EXCEPT THE EAST 1/2 OF THE WEST 1/2 OF SAID VACATED WOODLAND AVENUE LYING BETWEEN LOTS 5 THROUGH 7 OF BLOCK 9 AND LOTS 5 THROUGH 7 OF BLOCK 10, SAID "MAP OF FIDALGO CITY", AS CONVEYED TO HAROLD TRULSON AND AGNES TRULSON, HUSBAND AND WIFE, UNDER AUDITOR'S FILE NO. 8305030011; ALSO TOGETHER WITH THAT PORTION OF THE EAST 1/2 OF THE ALLEY IN SAID BLOCK 9, THE NORTH 1/2 OF 10TH STREET AND THE WEST 1/2 OF WOODLAND AVENUE AS SET FORTH IN AGREED JUDGMENT QUIETING TITLE UNDER SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 91-2-00549-7 AND RECORDED NOVEMBER 1, 1999 UNDER AUDITOR'S FILE NO. 9111010074, AS WOULD ATTACH BY OPERATION OF LAW. ALSO TOGETHER WITH THAT PORTION OF LOTS 1, 2 AND 3 OF BLOCK 6 "MAP OF FIDALGO CITY" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED OR VACATABLE, 11TH STREET, WOODLAND AVENUE AND LAKE AVENUE THAT WOULD REVERT THERETO BY OPERATION OF LAW LYING EASTERLY OF THE CENTERLINE OF THE ALLEY IN BLOCK 9 OF SAID PLAT EXTENDED NORTH.

*EXHIBIT "A"*



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EXHIBIT "B"

Address and Contact

Assessors Home

<a href="#">Improvements</a>	<a href="#">Land Segments</a>	<a href="#">Account History</a>	<a href="#">Sales History</a>	<a href="#">Tax Statement</a>	<a href="#">Permits</a>	<a href="#">Print Version</a>
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By Parcel ID

**Parcel Number** P73023      **XrefID** 4101-009-014-0005      **Quarter** 01      **Section** 13      **Township** 34      **Range** 01

By Xref ID

By Site Address

**Owner Information**

**Site Address(es)**

**Location Map**

FROMME SCOTT W & FROMME LAURA J

14428 WOODLAND AVENUE

[Locate this Parcel on iMap](#)

By Owner

1920 HASTIE LAKE RD

[Old Situs] 1444 WOODLAND

Assessor's Parcel Map: [PDF](#) | [DWF](#)

Treasurers Home

OAK HARBOR, WA 98277

Anacortes, WA 98221

**Legal Description** [Definitions](#)

(TITLE ELIMINATION) INCLUDING MANUFACTURED HOME 1995 LIBERTY INDEPENDENCE 28X48 SERIAL NUMBER 09L29911XU, FIDALGO CITY LOTS 8 TO 14, BLOCK 9 AND ALSO TOGETHER WITH STREETS AND ALLEY ADJACENT AS PER SC 91-2-00549-7. ALSO TOGETHER WITH THAT PORTION OF LOTS 1, 2 AND 3, OF BLOCK 6 "MAP OF FIDALGO CITY" AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THOSE PORTIONS OF VACATED OR VACATABLE OLIVER AVENUE, 11TH STREET AND LAKE AVENUE THAT WOULD REVERT THERETO BY OPERATION OF LAW LYING WESTERLY OF THE CENTERLINE OF THE ALLEY IN BLOCK 9 OF SAID PLAT EXTENDED NORTH.

Directory Quick Guide Search



Record Searches

September 27, 2010



EXHIBIT "C"

Address and Contact

Assessors Home

<a href="#">Improvements</a>	<a href="#">Land Segments</a>	<a href="#">Account History</a>	<a href="#">Sales History</a>	<a href="#">Tax Statement</a>	<a href="#">Permits</a>	<a href="#">Print Version</a>
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By Parcel ID

**Parcel Number** P73026      **XrefID** 4101-010-004-0203      **Quarter** 01      **Section** 13      **Township** 34      **Range** 01

By Xref ID

By Site Address

**Owner Information**

**Site Address(es)**

**Location Map**

TRULSON SUSAN TRUST & TRULSON SUSAN TRUSTEE

14421 WOODLAND AVENUE

[Locate this Parcel on iMap](#)

By Owner

14421 WOODLAND AVE  
ANACORTES, WA 98221

[Old Situs] 1443 WOODLAND AV

Assessor's Parcel Map: [PDF](#) | [DWF](#)

Treasurers Home

Anacortes, WA 98221

**Legal Description** [Definitions](#)

FIDALGO CITY BLK 10 TAX 1 TR OF LAND IN GOV LOT 4 INCL LOTS 5 TO 9 IN BLK 10 & PTN 10 N OF N LI OF LOT 9 BLK 10 ALSO E1/2 OF VAC. WOODLAND AVE. & W1/2 VAC ALLEY & ALL OF 10TH ST ADJ TGW E1/2 W1/2 VAC WOODLAND AVE LY BETWEEN LTS 5 6 & 7 BLK 9 & LTS 5 6 & 7 BLK 10



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EXHIBIT "D"

Address and Contact

Assessors Home	Improvements	Land Segments	Account History	Sales History	Tax Statement	Permits	Print Version
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By Parcel ID      **Parcel Number**      **XrefID**      **Quarter**      **Section**      **Township**      **Range**  
 By Xref ID      **P73042**      4101-040-014-0000      01      13      34      01  
 By Site Address      **Owner Information**      **Site Address(es)**      **Location Map**  
 THOMPkins BRIN L      14434 WOODLAND AVENUE      [Locate this Parcel on iMap](#)  
 14434 WOODLAND AVE      [Assessor's Parcel Map: PDF | DWF](#)  
 By Owner      ANACORTES, WA 98221      Anacortes, WA 98221

**Legal Description Definitions**

FIDALGO CILY, THE NORTH 1/2 OF LOT 4 AND THE NORTH 1/2 OF LOT 11; AND ALL OF LOTS 1, 2, 3, 12, 13, AND 14 ALL LOCATED WITHIN BLOCK 40; TOGETHER WITH ADJ STREETS AND ALLEYWAY AS VACATED BY SKAGIT CO SUPERIOR COURT CAUSE #91-2-00549-7

OFFICIAL DOCUMENT



201009300082

Skagit County Auditor