

When recorded return to :

Filed for Record at the Request of:



201309300330

Skagit County Auditor

\$75.00

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**JOINT ROAD MAINTENANCE AGREEMENT**

Party #1/Owner: Brent and Naomi Gregson  
Tax Parcel Number: P62019  
Legal Description: See attached Exhibit A

LAND TITLE OF SKAGIT COUNTY

146750-0e

ACCOMMODATION RECORDING

Grantee: Public

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THAT ROAD OR EASEMENT COMMONLY KNOWN AS, OR DESCRIBED AS FOLLOWS:

Coots Cove Lane as recorded under Skagit County Auditors records, file no. 406022 recorded June 27, 1947.

4th Tr. 38, Big Lake Water Front Tracts

THE ABOVE NAMED PARTY(S) AGREE AS FOLLOWS:

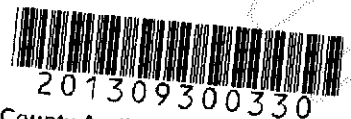
1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.
2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

3. SUCCESSIONS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.
4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.
5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.
6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

DATED THE 26 Day of Sept., 2013

[Signature]  
Party

[Signature]  
Party



STATE OF WASHINGTON }

)SS

County of Skagit

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

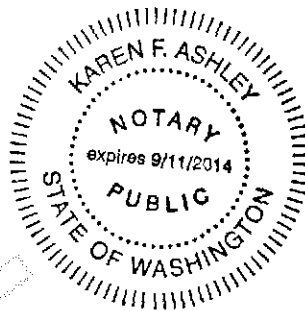
Dated this 26th day of September, 20 13

Karen Ashley

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

Sesha - W. Valley WA

My appointment expires 9-11-2014



STATE OF WASHINGTON }

)SS

County of Skagit }

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

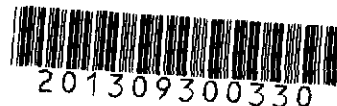
Dated this 26 day of September, 20 13

Karen Ashley

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

Sedro-Woolley

My appointment expires 9-11-2014



DESCRIPTION:

PARCEL "A":

That portion of Tract 38, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, lying Easterly of H.C. Peters Road Extension No. 263, as deeded to Skagit County by Deed recorded June 27, 1947, under Auditor's File No. 406022, records of Skagit County, Washington,

EXCEPT 40 foot road right of way deeded to Skagit County by Deed recorded in Volume 119 of Deeds, page 254, records of Skagit County, Washington,

ALSO EXCEPT the following described tract:

Beginning at the Southwest corner of said Tract 38;  
thence North  $78^{\circ}11'56''$  East along the Southerly line of said Tract 38, 375.68 feet to the true point of beginning;  
thence North  $68^{\circ}39'59''$  East, 30.19 feet;  
thence North  $78^{\circ}11'56''$  East to the shoreline of Big Lake;  
thence Southerly along said shoreline, 5.00 feet, more or less, to said Southerly line of Tract 38;  
thence South  $78^{\circ}11'56''$  West along said Southerly line to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Tract 39, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Tract 39;  
thence North  $78^{\circ}11'56''$  East along the Northerly line of said Tract 39, 345.90 feet to the true point of beginning;  
thence continue North  $78^{\circ}11'56''$  East along said Northerly line, 29.78 feet;  
thence South  $68^{\circ}39'59''$  West, 30.20 feet;  
thence North  $11^{\circ}48'04''$  West, 5.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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