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Document Title:

Road Maintenance Agreement

Reference Number: N/A

Grantor(s):

☒ additional grantor names on page 1.

1. Corin Schneider
2. Graeme Wilson

Grantee(s):

☒ additional grantee names on page 1.

1. Corin Schneider
2. Graeme Wilson

Abbreviated legal description:

☒ full legal on page(s) 2-3

FIDALGO CITY LOTS 1-9

Assessor Parcel / Tax ID Number:

P73221

☒ additional tax parcel number(s) on page 2-3

When Recorded Return to:

Matthew R. Cleverley
Fidelity National Law Group
1200 – 6th Avenue, Suite 620
Seattle, WA 98101

ROAD MAINTENANCE AGREEMENT
(OLD DECEPTION MILL LANE)

Owners:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221)
MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227)
DONNA LEA HOUSE (Parcel P73228)
JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED
SEPTEMBER 25, 2007 (Parcel P73303)
ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306)
DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235)
BANK OF THE PACIFIC (Parcel P73305)

Legal Descriptions: See Paragraph 1 below for the legal descriptions.

Reference Nos. of Documents Released or Assigned: 201002250078

This Road Maintenance Agreement is made and effective as of _____, 2013 by and between the above property owners.

1. **Property Subject to this Agreement.** Owners are the owners of certain adjoining parcels of real property located in Skagit County, Washington. A map showing the location of the affected properties is attached as Exhibit "A." The legal description for the parcels is:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221):

FIDALGO CITY, ACRES 1.25, LOT 1 OF SURVEY RECORDED AF#
9606240092; BEING A PORTION OF BLOCKS 171 193 192 152, LOT 1 OF SURVEY
RECORDED AF# 9606240092; BEING A PORTION OF BLOCKS 171 193 192 152.

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MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227):

FIDALGO CITY, ACRES 1.09, LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON.

DONNA LEA HOUSE (Parcel P73228):

FIDALGO CITY, ACRES 0.69, LOT 3 OF SURVEY RECORDED AF#9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED SEPTEMBER 25, 2007 (Parcel P73303):

FIDALGO CITY, ACRES 1.07, LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306):

FIDALGO CITY, ACRES 1.00, LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235):

FIDALGO CITY LOTS 14 THROUGH 26, BLOCK 172, TOGETHER WITH ANY VACATED ALLEYS AND STREETS AS WOULD ATTACH TO SAID PROPERTY BY OPERATION OF LAW. SURVEY RECORDED AF#200604070038.



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BANK OF THE PACIFIC (Parcel P73305):

FIDALGO CITY, BLOCK 193, LOT 1 TO 9, ACRES 1.03, ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085. ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085.

2. Location of Road. This Agreement is for maintenance of the existing roadway commonly known as Old Deception Lane Road in the approximate location as shown on Exhibit "A." Exhibit "B" is a survey recorded on June 24, 1996 as Skagit County Instrument Number 9606240092, Volume 18 of Surveys page 113.
3. Replaces All Prior Agreements. This Road Maintenance Agreement replaces all prior oral and written road maintenance agreements between the Owners. This Agreement also replaces the Old Deception Mill Lane Road Maintenance Agreement dated February 22, 2010, recorded on February 25, 2010 as Skagit County Instrument Number 201002250078.
4. Division of Road Maintenance Costs
 - a. The costs associated with maintenance of the roadway shall be apportioned and allocated as follows:
 - i. Parcel P73221 (Schneider & Wilson) shall pay 9.1%
 - ii. Parcel P73227 (McClellan) shall pay 9.1%
 - iii. Parcel P73228 (House) shall pay 18.2%
 - iv. Parcel P73303 (Woodhouse) shall pay 18.2%
 - v. Parcel P43306 (Hawk) shall pay 18.2%
 - vi. Parcel P73235 (Farrell) shall pay 9.1%
 - vii. Parcel P73305 (Bank of Pacific) shall pay 18.2%
 - b. At least once each year, the owners shall create a budget of anticipated road maintenance costs for the next two years. Adoption of the budget will require a **100%** approval vote of the property owners.
 - c. The owners will establish a separate bank account for collection and distribution of maintenance funds or for anticipated capital improvements such as road paving. The initial \$23,500 received from Bank of the Pacific (Parcel P73305) shall be

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deposited into this account. The distribution of these funds will require unanimous approval of all property owners.

- d. Road maintenance shall include snow plowing, grading, adding gravel, maintaining drainage ditches, repair and patching of pavement, and replacing private road signs.
 - e. Each owner shall pay their proportional share of road maintenance for the coming year no later than July 1 of each year so that the road maintenance costs are always paid in advance.
5. Lien Rights. If any owner fails to pay their proportional share of maintenance costs as they become due, those costs shall become a lien on the owner's property and the remaining parties shall have the right to bring suit or foreclose the lien as a mortgage.
6. Extraordinary Use or Repairs. All owners are responsible for costs associated with repairing any damage to the road caused by the property owner, their visitors, contractors, or other service providers.
7. Amendment, Disputes and Attorney Fees
- a. This Agreement may only be amended or changed by the express written consent of all of the parcel owners.
 - b. Any action to enforce, construe or interpret this Agreement, and any dispute arising out of this Agreement shall first be submitted to mediation with the Skagit County Dispute Resolution Center or other similar agency. No matter involving the Agreement may be brought in court until the parties have attempted to mediate in good faith.
 - c. If the parties are unable to resolve the matter by mediation in good faith, or if any party refuses to mediate, then the dispute may be filed with a court. However, any party who refuses to mediate may be assessed the costs and attorney fees incurred by the other parties as a result of their refusal to mediate.
 - d. The prevailing party in any matter (except mediation) shall be entitled to their reasonable attorney's fees and costs.
8. No Waiver. The failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force as if no such forbearance or waiver had occurred.

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9. Benefits and Burdens of this Agreement. The rights and obligations set forth herein shall insure to and be binding upon all the parties, their heirs, successors and assigns, and shall run with the land.

SIGNATURES APPEAR ON FOLLOWING PAGES



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Parcel P73221 Owners

Dated: 10/30/13

Corin Schneider
Corin Schneider

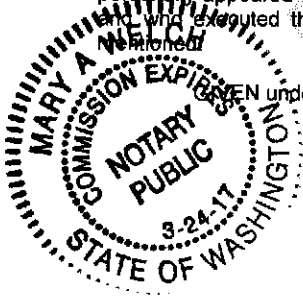
Dated: Oct 30/13

Graeme Wilson
Graeme Wilson

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Corin Schneider, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 2013.



Mary A. Welch
NOTARY PUBLIC in and for the State of Washington
Residing at La Conner
My commission expires 3/24/17
Printed Name: MARY A. Welch

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Graeme Wilson, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 2013.



Mary A. Welch
NOTARY PUBLIC in and for the State of Washington
Residing at La Conner
My commission expires 3/24/17
Printed Name: MARY A. Welch



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Parcel P73227 Owners

Dated: 10-31-13

Mark McClellan
Mark McClellan

Dated: 10/30/13

Christy McClellan
Christy McClellan

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mark McClellan**, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of OCT, 2013.

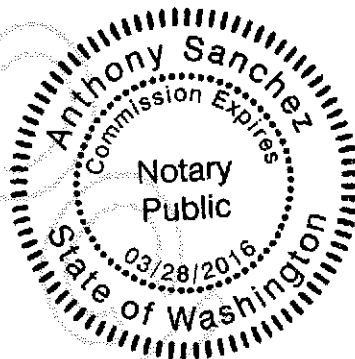
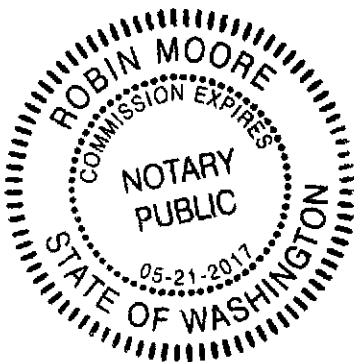
NOTARY PUBLIC in and for the State of WA
Residing at MT. Vernon
My commission expires 3/28/2016
Printed Name: Anthony Sanchez

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Christy McClellan**, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of OCTOBER 2013.

NOTARY PUBLIC in and for the State of WASHINGTON
Residing at ANALOGUE
My commission expires 05-21-2017
Printed Name: ROBIN MOORE



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Parcel P73228 Owners

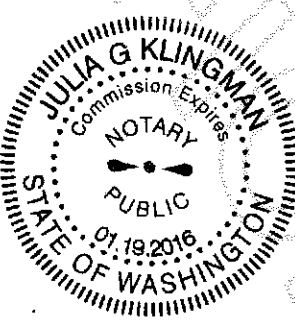
Dated: 10-23-13

Donna Lea House
Donna Lea House

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Lea House, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of October, 2013.



Julia G. Klingman
NOTARY PUBLIC in and for the State of Washington
Residing at Aracortes
My commission expires 1/19/2016
Printed Name: Julia G. Klingman



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Parcel P73303 Owners

Dated: 10/24/2013

Jerry Woodhouse (TRUSTEE)
Jerry Woodhouse, Trustee of the Jerry
Woodhouse Trust, Dated September 25, 2007

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jerry Woodhouse, Trustee of the Jerry Woodhouse Trust, Dated September 25, 2007**, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of OCTOBER, 2013.



Robin Moore
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at SKAGIT
My commission expires 05-21-17
Printed Name: ROBIN MOORE



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Parcel P73306 Owners

Dated: 10/28/2013

Ervin S. Hawk
Ervin S. Hawk

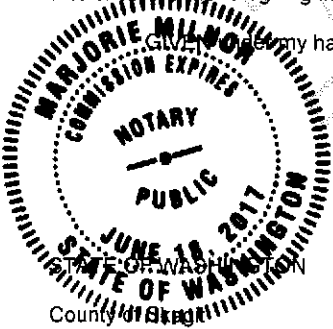
Dated: 10/28/2013

Annette L. Hawk
Annette L. Hawk

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ervin S. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Oct, 2013.

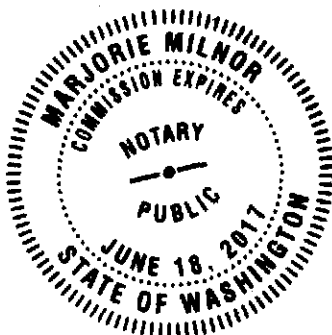


Marjorie B. Milnor
NOTARY PUBLIC in and for the State of Washington
Residing at MOON+VERNON WA
My commission expires 6/18/17
Printed Name: MARJORIE B MILNOR

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Annette L. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Oct, 2013.



Marjorie B. Milnor
NOTARY PUBLIC in and for the State of Washington
Residing at MOON+VERNON WA
My commission expires 6/18/17
Printed Name: MARJORIE B MILNOR



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Parcel P73235 Owners

Dated: 10/29/13

Delmas Lyle Farrell
Delmas Lyle Farrell

Dated: 10/29/13

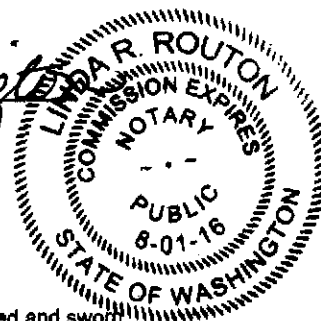
Eleanor E. Farrell
Eleanor E. Farrell

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Delmas Lyle Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of October 2013.

NOTARY PUBLIC in and for the State of Washington
Residing at Skagit County, WA.
My commission expires 8/1/16
Printed Name: Linda R. Routon

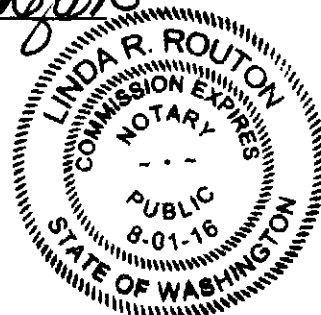


STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eleanor E. Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of October 2013.

NOTARY PUBLIC in and for the State of Washington
Residing at Skagit County, WA.
My commission expires 8/1/16
Printed Name: Linda R. Routon



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Parcel P73305 Owners

Dated: 11-18-13

Bank of the Pacific

By: David T. Engels & David T. Engels

Its: SVP

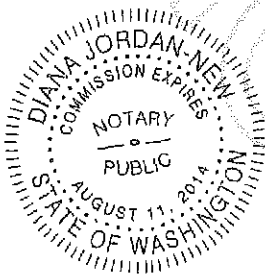
STATE OF WASHINGTON)

) ss.

County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID T. ENGELS, proven upon satisfactory evidence, or to me known to be, the SENIOR VICE PRESIDENT of Bank of the Pacific and who declared that s/he was authorized to execute the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of Nov., 2013.



Diana Jordan-New
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at ANACORTES, WA.
My commission expires 8/11/2014
Printed Name: DIANA JORDAN-NEW

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