



201311210069

Skagit County Auditor  
11/21/2013 Page

\$84.00  
1 of 13 3:18PM



201401150055

Skagit County Auditor  
1/15/2014 Page

\$89.00  
1 of 18 3:17PM

## Re-Record to Add Exhibits

### 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 – 6<sup>th</sup> 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.

ROAD MAINTENANCE AC



Skagit County Auditor

1/15/2014 Page

2 of 18 3:17PM

\$89.00

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):

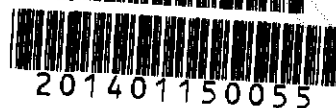
FIDALGO CITY, ACRES 1.07, LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

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.



Skagit County Auditor  
1/15/2014 Page

3 of 18 3:17PM

\$89.00

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

ROAD MAINTENANCE .



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.

ROAD MAINTENANC



Skagit County Auditor

\$89.00

1/15/2014 Page

5 of 18 3:17PM

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



201401150055

Skagit County Auditor  
1/15/2014 Page

6 of 18 3:17PM

\$89.00

Parcel P73221 Owners

Dated: 10/30/13

Corin Schneider  
Corin Schneider

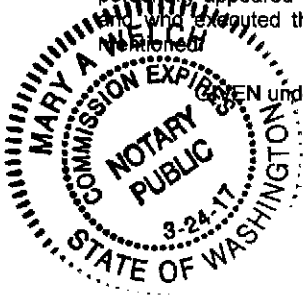
Dated: Oct 30/13

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 30<sup>th</sup> 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 30<sup>th</sup> 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



201401150055

Skagit County Auditor

\$89.00

1/15/2014 Page

7 of

18 3:17PM

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.

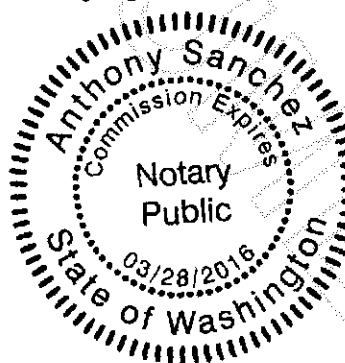
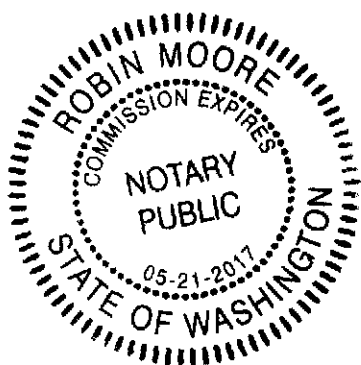
NOTARY PUBLIC in and for the State of WA  
Residing at MT. Vernon  
My commission expires 3/28/2016  
Printed Name: Anthony Sanchez

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 30<sup>th</sup> day of OCTOBER 2013.

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



ROAD MAINTENANCE AGREEMENT - 7





Parcel P73228 Owners

Dated: 10-23-13

Donna Lea House

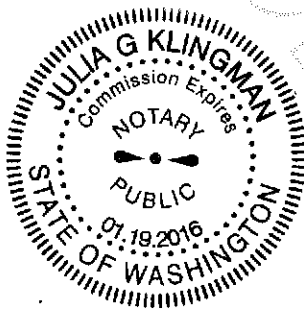
STATE OF WASHINGTON )

) 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 **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 Anacortes  
My commission expires 1/19/2016  
Printed Name: Julia G. Klingman

1. I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF SKAGIT, WASHINGTON, ON 1/15/2014.



201401150055

Skagit County Auditor

1/15/2014 Page

9 of

18

3:17PM

\$89.00

Parcel P73303 Owners

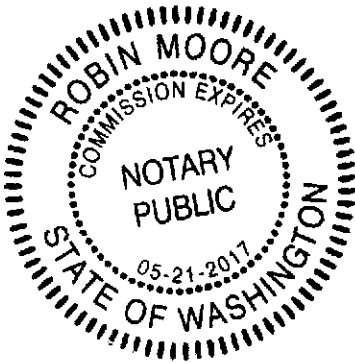
Dated: 10/24/2013

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 24<sup>th</sup> 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



Skagit County Auditor

\$89.00

1/15/2014 Page

10 of

18 3:17PM

Parcel P73306 Owners

Dated: 10/28/2013

[Signature]  
Ervin S. Hawk

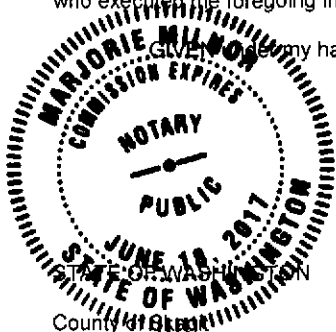
Dated: 10/28/2013

[Signature]  
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.

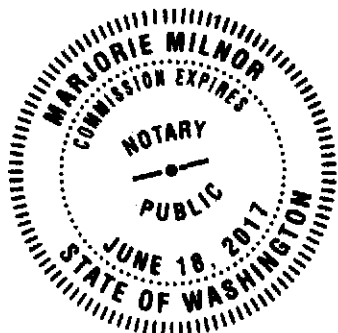


Marjorie B. Milnor  
NOTARY PUBLIC in and for the State of WASHINGTON  
Residing at MOUNT VERNON WA  
My commission expires 6/18/17  
Printed Name: MARJORIE B MILNOR

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 MOUNT VERNON WA  
My commission expires 6/18/17  
Printed Name: MARJORIE B MILNOR



Skagit County Auditor

1/15/2014 Page

11 of

18 3:17PM

\$89.00

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 )

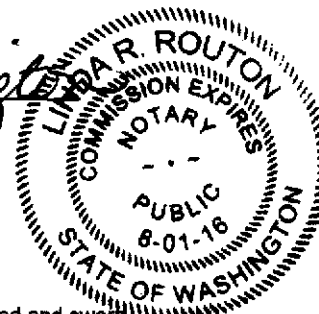
) ss.

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 )

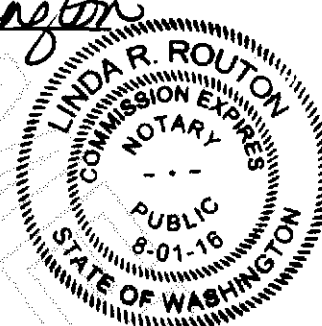
) ss.

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



ROAD MAINTENANCE AGREEMENT - 11



Skagit County Auditor

1/15/2014 Page

12 of

18 3:17PM

\$89.00

Parcel P73305 Owners

Dated: 11-18-13

Bank of the Pacific

By: David T. Engels & David T. Engels

Its: SVP

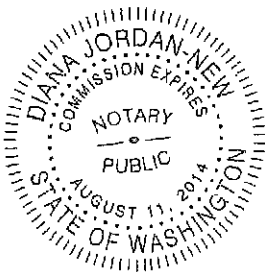
STATE OF WASHINGTON

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 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 PHACERTES, WA  
My commission expires 8/11/2014  
Printed Name: DIANA JORDAN-NEW

ROAD MAINTENANCE AGREEMENT



201401150055

# EXHIBIT A



201401150055

Skagit County Auditor

\$89.00

1/15/2014 Page

14 of

18

3:17PM

Highway 20

Old Deception Mill  
Lane

Schneider-Wilson -  
Parcel P73221

Farrell  
Parcel P73235

McClellan  
Parcel P73227

House  
Parcel P73228

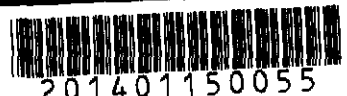
Bank of Pacific  
Parcel P73305

Woodhouse  
Parcel P73303

Hawk  
Parcel P73306

0 133ft

Includes material to Space Imaging, LLC



201401150055

# EXHIBIT B



201401150055

Skagit County Auditor

\$89.00

1/15/2014 Page

16 of

18

3:17PM





Layout of street intersections based upon car  
at the intersection of Erie Avenue & 2nd Str  
Streets given full widths and block proportion  
road right of ways.

~~Block 189~~

**Erie Ave**

Existing 3-1/2" dia b  
concrete in monumen  
5/15/96

18 of 18 3:17PM

**\$89.00**