

When recorded return to:  
Marcia Jennings  
Chicago Title Company of Washington  
425 Commercial St  
Mount Vernon, WA 98273



Skagit County Auditor \$76.00  
7/8/2015 Page 1 of 5 3:30PM

**POOR ORIGINAL**

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

**COPY**

Escrow No.: 620024222

**CHICAGO TITLE**

**DOCUMENT TITLE(S)**

Owners Agreement Regarding the Maintenance of Biz Point Lane

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:** \_\_\_\_\_

Additional reference numbers on page \_\_\_\_\_ of document

**GRANTOR(S)**

Roy W. Martin and Darlene Martin

Additional names on page 2 of document

Additional names on page \_\_\_\_\_ of document

**GRANTEE(S)**

PUBLIC

Additional names on page \_\_\_\_\_ of document

Additional names on page \_\_\_\_\_ of document

**ABBREVIATED LEGAL DESCRIPTION**

PTN GOV. LOT 4, 10-34-01

Complete legal description is on page \_\_\_\_\_ of document

**TAX PARCEL NUMBER(S)**

P19083 / 340110-0-010-0104

Additional Tax Accounts are on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Return to  
13964 Biz Point Lane  
Anacortes, WA 98221

### PRIVATE ROAD MAINTENANCE AGREEMENT

An agreement made this original date of July 2nd, 2015, applicable to the undersigned parcel owners and users,

#### RECITALS

**WHEREAS**, Biz Point Lane 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 Biz Point Lane and described as follows:

A private drive from Biz Point Road for access to five adjacent properties.  
P19083; P68293; P68295; P68296; P68294.

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Biz Point Lane.

**WHEREAS**, it is agreed that the 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 provisions 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. **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 cost 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 the property frontage that is adjacent to the roadway when a residence does not exist.
5. **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).
6. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.
7. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, and administrators and assigns.
8. **Amendment.** This Agreement may be amended only by two-thirds majority consent of all parcel owners
9. **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.
10. **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 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 a nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.
11. **Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If any 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.
12. **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.
13. **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:

P19083  
13964 Biz Point Lane  
Martin Family Living Trust  
Roy W. & Darlene Martin, Trustees

Roy W. Martin

Darlene Martin

P68295  
13978 Biz Point Lane  
Kruggel 1978 Revocable Trust  
Earle E. & Patricia A., Trustees

Patricia A. Kruggel

\_\_\_\_\_

P68293  
19004 Biz Point Lane  
Mark J. & Leslie D. Bunzel

Authenticat  
Mark J Bunzel  
7/17/2015 11:16:11 AM

\_\_\_\_\_

P68294  
13994 Biz Point Lane  
Robert W. & Diane D. Thompson

Authenticat  
Robert W Thompson  
7/16/2015 8:45:21 PM

Authenticat  
Diane D Thompson  
7/16/2015 8:41:48 PM

P68296  
13966 Biz Point Lane  
Paul V. Wasik

Paul V. Wasik

UNOFFICIAL DOCUMENT

### Owners Agreement Regarding the Maintenance of Biz Point Lane

**Background:** In 2005 the owners of the lots and users of Biz Point Lane equally contributed to the cost of grading and asphaltting the common area of the road. That cost each owner approximately \$1500 and the work was performed by Fidalgo Paving and Construction, LLC of Arlington WA. At that time many of the owners additionally had their own driveways or parking areas graded and asphalted and they individually paid the cost for that additional work. In order insure the road continues to be maintained as necessary this agreement is made.

[BJ]

**Agreement:** We the owners of the lots and users of the road agree to equally pay the cost of maintaining the common area of Biz Point Lane and repairing any damage to it that occurs to it due to normal usage.

Signed and Dated

*[Handwritten Signature]* 6/17/2015

*[Handwritten Signature]* 17 June 2015

*[Handwritten Signature]* 6/17/2015

*[Handwritten Signature]* 6/17/15

Authentisign  
**Bob Thompson**  
6/24/2015 3:22:21 PM

06/24/2015

UNOFFICIAL DOCUMENT