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Skagit County Auditor  
12/21/2015 Page

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FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Ernest J. Ward, III and Patti L. Ward  
P. O. Box 1548  
Mount Vernon, WA 98274

### ROAD AGREEMENT

Grantors: ERNEST J. WARD, III and PATTI L. WARD, husband and wife;  
ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife

Grantees: ERNEST J. WARD, III and PATTI L. WARD, husband and wife;  
ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife

Abbreviated Legals: Lot 34 Cascade Ridge P.U.D.  
Ptn Lot 32, Cascade Ridge P.U.D.

Additional Legals on page(s): Exhibits A and B

Assessor's Tax Parcel Nos.: P83890 / 4530-000-034-0019  
P83886 / 4530-000-032-0011

THIS AGREEMENT is entered into between ERNEST J. WARD, III and PATTI L. WARD, husband and wife, and ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife, (collectively referred to herein as "Lot Owners"). The Lot Owners are the owners of that certain real property located in Skagit County, Washington, which is more particularly described in the attached Exhibit "A." ERNEST J. WARD, III and PATTI L. WARD, husband and wife, are the owners of the real property described as the Lot 34 Parcel in the attached Exhibit "A". ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife, are the owners of the real property described as the Lot 32 Parcel in the attached Exhibit "A".

In consideration of the mutual promises and covenants herein Lot Owners hereby agree as follows:

## I. DESCRIPTION OF AGREEMENT

- 1) This Agreement establishes an easement and cost sharing for a common access road shared by the Lot Owners. The access road, together with the gate located adjacent to the cul-de-sac on Peregrine Lane, all utilities, shoulders, roadbed, ditches, swales, vegetation, curtain drains, conduit, culverts, pipes and any and all other improvements relating to the access road, including but in no way limited to improvements for collection, control, storage, transport and drainage of water, storm water, runoff and/or drainage of any other nature shall hereinafter be referred to as the "Road."
- 2) The intent of the parties in executing this Agreement is to provide for use of and contribution for maintenance, repair and replacement of the Road in order to maintain the Road in an attractive, well maintained condition.

## II. AGREEMENT IS APPURTENANT

The Lot Owners agree and declare that the Lot 34 Parcel and the Lot 32 Parcel described in Exhibit "A" herein are, and will be, held, sold and conveyed subject to and burdened by this Agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of said parcels, and that this document shall be binding upon all parties having or acquiring any right, title or interest in the parcels or any part thereof, and this Agreement shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as easements and covenants running with the parcels described herein.

## III. EASEMENT

In consideration of the mutual covenants and agreements contained herein between ERNEST J. WARD, III and PATTI L. WARD, husband and wife, and ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife, the receipt and sufficiency of which consideration is hereby acknowledged, ALLEN P. BOWMAN and KAREN L. BOWMAN, husband and wife hereby convey and quit claim to ERNEST J. WARD, III and PATTI L. WARD, husband and wife, a perpetual, non-exclusive easement over, under and across the Road located on the Lot 32 Parcel described in Exhibit "A", in the location the Road existed in April 2015 for ingress, egress, utilities and construction, repair, replacement and maintenance of the Road.

## IV. OBLIGATION FOR COST SHARING FOR ROAD

- 1) Decisions Concerning Maintenance. Any decision to take action to maintain, repair and/or replace the Road must be approved by the Lot Owners. If a Lot Owner determines that the Road and/or associated improvements requires maintenance, repair and/or replacement, the Lot Owner (the "Initiating Owner") may notify the other Lot Owner (the "Notified Owner"), in writing, of the need for such work identifying the nature of the proposed work, the timing of the proposed work and the estimated cost for the proposed work. If the Notified Owner

does not respond to the notice in writing within thirty (30) days of delivery of such notice, the Notified Owner shall be deemed to have approved of the proposed work.

If the Notified Owner responds to the notice and opposes the proposed work unreasonably or without cause, then the Initiating Owner shall have the right to commence arbitration as provided in this Agreement, for the purpose of obtaining an arbitrator's decision on whether the proposed work is reasonably needed. If the arbitrator determines that such work is reasonably needed, then the arbitrator shall direct that the proposed work proceed and award the Initiating Owner reimbursement of the attorney's fees incurred by the Initiating Owner.

If a Lot is owned by more than one person, any owner of the Lot shall have the right to approve of any proposed work.

- 2) Allocation of Costs. Any costs incurred in performing properly approved work shall be divided equally with one half to be paid by the Lot Owners of the Lot 32 Parcel and one half to be paid by the Lot Owners of the Lot 34 Parcel. The Lot Owners of the Lot 34 Parcel shall be responsible for all costs of any work on that portion of the Road that services only the Lot 34 Parcel.
- 3) Damage to Road. In the event that a Lot Owner causes identifiable damage to the Road (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the Road), then that Lot Owner shall, as soon as is reasonably possible, immediately restore the Road to as good or better condition as it was in prior to the damage by the Lot Owner. If the Lot Owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other Lot Owner shall have the right to repair the damage and to collect from the Lot Owner that caused the damage, the full cost of the repair.

#### V. MISCELLANEOUS PROVISIONS

- 1) Each Lot Owner and their successors or assigns (the "Indemnifying Owner," will indemnify and hold the other Lot Owner and their successors or assigns, harmless from, any damage or injury, either to persons or personal property, sustained by the Indemnifying Owner, their contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of the Indemnifying Owner, their agents, contractors, invitees or employees or caused by any condition or defects now or hereafter existing or occurring in the Road.
- 2) If at any time any dispute, difference or disagreement shall arise out of or in relation to this Agreement, the meaning and construction hereof, or with respect to any decision on which the Lot Owners are deadlocked, every such dispute, difference and disagreement shall be resolved by submission of the dispute to arbitration pursuant to the Mandatory Arbitration Rules then in effect for the Superior Court of Skagit County. The arbitration shall be binding

on the Lot Owners and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Lot Owners shall equally share in the cost of the arbitration. The arbitrator may award the substantially prevailing party attorneys' fees.


- 3) This Agreement shall run with the real property described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording with the Skagit County Auditor, after which said twenty (20) year period, this Agreement shall automatically extend for ten (10) successive five (5) year periods. This Agreement and the covenants, conditions and restrictions may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by both Lot Owners.
- 4) This Agreement is only intended to provide for the maintenance of the existing roadway, as it existed in April, 2015. This Agreement is not intended to alter the size, shape and/or location of the Road.
- 5) The term "Lot Owner" as used in this Agreement shall mean the fee title owner unless the property is being sold on real estate contract, in which case it shall be the contract purchaser; or if the property is subject to a deed of trust, it shall mean the grantor.
- 6) This Agreement shall be construed in accordance with the laws of the State of Washington.
- 7) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 8) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 9) The failure of the Lot Owners to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 10) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.
- 11) This Agreement shall not be deemed to terminate by any merger of the fee ownership of the Lot Owners' properties, unless the Lot Owners' unanimously agree otherwise and record evidence of such unanimous agreement with the Skagit County Auditor. The fee interest in the Lot Owners' properties and this Agreement shall hereafter remain separate and distinct.

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IN WITNESS THEREOF, the parties hereto have executed this Agreement dated this 13<sup>th</sup>  
day of October, 2015.

**LOT OWNERS:**

LOT 34

  
ERNEST J. WARD, III

  
PATTI L. WARD

LOT 32

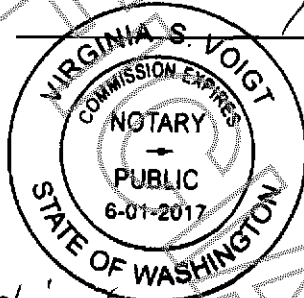
  
ALLEN P. BOWMAN

  
KAREN L. BOWMAN

*Washington*  
STATE OF ~~COLORADO~~ )  
COUNTY OF *Skagit* ) ss.

I certify that I know or have satisfactory evidence that ERNEST J. WARD, III 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 of said limited partnership for the uses and purposes mentioned in the instrument.

DATED: 10/13, 2015.



*Virginia S. Voigt*  
(Signature of Notary)

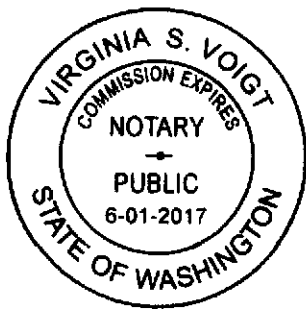
VIRGINIA S. VOIGT  
(Legibly Print or Type Name of Notary)

My appointment expires: 6/1/17

*Washington*  
STATE OF ~~COLORADO~~ )  
COUNTY OF *Skagit* ) ss.

I certify that I know or have satisfactory evidence that PATTI L. WARD is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act of said limited partnership for the uses and purposes mentioned in the instrument.

DATED: 10/13, 2015.



*Virginia S. Voigt*  
(Signature of Notary)

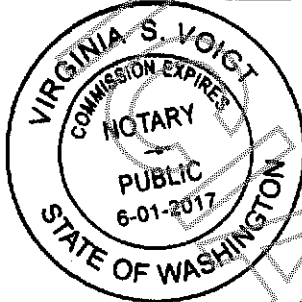
VIRGINIA S. VOIGT  
(Legibly Print or Type Name of Notary)

My appointment expires: 6/1/17

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ALLEN P. BOWMAN 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 of said limited partnership for the uses and purposes mentioned in the instrument.

DATED: 10/13, 2015.



Virginia S. Voigt  
(Signature of Notary)  
VIRGINIA S. VOIGT  
(Legibly Print or Type Name of Notary)  
My appointment expires: 6/1/17

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that KAREN L. BOWMAN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act of said limited partnership for the uses and purposes mentioned in the instrument.

DATED: 10/13, 2015.



Virginia S. Voigt  
(Signature of Notary)  
VIRGINIA S. VOIGT  
(Legibly Print or Type Name of Notary)  
My appointment expires: 6/1/17

EXHIBIT "A"

Lot Owners' Legal Descriptions

LOT 34 PARCEL:

Lot 34, "Plat of Cascade Ridge P.U.D.," as per plat recorded in Volume 14 of Plats, pages 112 through 121, inclusive, records of Skagit County, Washington;

Situate in the County of Skagit, State of Washington.

LOT 32 PARCEL:

Lot 32, "Cascade Ridge P.U.D.," as per plat recorded in Volume 14 of Plats, pages 112 through 121, inclusive, records of Skagit County, Washington;

TOGETHER WITH: that portion of the "Open Space" shown on the Plat of Cascade Ridge P.U.D. as per plat recorded in Volume 14 of Plats, pages 112 – 121 (inclusive), records of Skagit County, Washington, lying Easterly of and contiguous to the East line of Lot 32 of said Cascade Ridge P.U.D., being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 32, Cascade Ridge P.U.D. thence South  $89^{\circ}04'34''$  East 95.12 feet, on an Easterly projection of the Northerly line of said Lot 32; thence South  $1^{\circ}58'51''$  East 450.00 feet parallel with and 5.00 feet Westerly (as measured perpendicular to the East line of said Cascade Ridge P.U.D.) of the East line of said "Open Space" shown on the face of said Plat of Cascade Ridge P.U.D. (also being the Easterly Plat boundary of said Cascade Ridge P.U.D.); thence North  $89^{\circ}04'34''$  West 95.12 feet, parallel with the North line of said Lot 32, to the East line of said Lot 32; thence North  $1^{\circ}58'51''$  West 450.00 feet along said East line of said Lot 32 to the POINT OF BEGINNING.

EXCEPT that portion of Lot 32, Plat of Cascade Ridge P.U.D., as per plat recorded in Volume 14 of Plats, pages 112 – 121 (inclusive), records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 32; thence South  $1^{\circ}58'51''$  East 450.00 feet along the East line of said Lot 32 to the true point of beginning; thence continue South  $1^{\circ}58'51''$  East 205.00 feet along said East line of lot 32 to the Southeast corner thereof; thence North  $56^{\circ}27'28''$  West 500.00 feet along the Southerly line of said Lot 32 to the Southwest corner thereof; thence South  $80^{\circ}06'47''$  East 415.83 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.