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Skagit County Auditor

**Return Address**

Scott G. Thomas  
Law Office of Scott G. Thomas  
1204 Cleveland Avenue  
Mount Vernon, WA 98273

**Document Title(s) (or transactions contained therein):**

**Maintenance Agreement and Covenant Running With The Land**

**Grantor(s)**

1. Lee Lahrman;
2. Carter Lahrman;
3. Dan Symonds and Barbara Symonds;
4. Curtis R Huscusson;
5. Aaron Hoffman;
6. Phyllis M Moore;
7. Melinda Bagley;
8. Jerry Cummings.

**Grantee(s)**

1. Lee Lahrman;
2. Carter Lahrman;
3. Dan Symonds and Barbara Symonds;
4. Curtis R Huscusson;
5. Aaron Hoffman;
6. Phyllis M Moore;
7. Melinda Bagley;
8. Jerry Cummings.

**Legal Description**

See Exhibit "A"

**Reference Number(s) of Documents Assigned or Released: None**

**Assessor's Property Tax Parcel/Account Number(s):**

P123042; P38559; P112517; P112518; P38583; P38584; P38469; P38470; P38582; P38585;  
P38531; P134223; P122741

**MAINTENANCE AGREEMENT, AND COVENANT RUNNING WITH THE LAND**

THIS MAINTENANCE AGREEMENT, AND COVENANT RUNNING WITH THE LAND is made and entered into this 12<sup>th</sup> day of July, 2019, by, between, and among the following individuals who are the owners in fee of the corresponding parcels of real property:

Lee Lahrmann, P112517; P112518;  
Carter Lahrmann, P38583;  
Dan Symonds and Barbara Symonds, P123042; P38559; P38531  
Curtis R Huscusson, P38584;  
Aaron Hoffman, P38469;  
Phyllis M Moore, P38470; P134223  
Melinda Bagley, P38582;  
Jerry Cummings, P38585; P122741.

(collectively, the "Parties," and individually, a "Party")

**WITNESSETH**

WHEREAS, the Parties warrant that they each own the parcel of property listed and described below such Parties' name on Exhibit "A," attached hereto and incorporated herein by this reference; and ,"

WHEREAS, the Parties' respective properties are served by a private roadway (the "Roadway") constructed on a non-exclusive access easement (the "Easement.") The access easement Northwood Lane, identified as Private Road #91249 as recorded in the Skagit County Road Atlas. The access easement, and the relationship of the parties properties, are illustrated in the attached Exhibit "B," it being understood and agreed that Exhibit "B" is for illustrative purposes only and is not be construed as a legal description of the properties; and

WHEREAS, a bridge has been constructed across Hansen Creek within the confines of the Easement, and the Roadway runs over a bridge (the "Bridge.") The bridge is situated on property presently owned by Carter Lahrmann but is not used for access to the Carter Lahrmann property. For the purposes of this Agreement, the Bridge shall be construed as personal property; and

WHEREAS, the Parties utilizing the common private roadway wish to enter this Maintenance Agreement so as to set forth and memorialize each Party's responsibility for the costs of repair and maintenance of the shared portion of the Roadway, and memorialize their intent to establish the promises set forth herein as a covenant running with the land binding on all subsequent owners; and

WHEREAS, it is the intent of the Parties to this Agreement that each individual Party share in the maintenance and repair costs of the Roadway from the point where the Roadway abuts that

public Right-of-way commonly known as Fruitdale Road, and from there to the point where the Party's private and exclusive access to the Party's property;

NOW, THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Driveways Excluded.** Each Party to this Agreement has installed a private roadway, called a "Driveway," that serves the residence constructed on the Party's respective parcel(s). Hoffman (Parcel No. P38469), Moore Parcel No. P P38470; P134223, Bagley (Parcel No. P38582) and Cummings (Parcel Nos. P38585 and P122741) have installed a private roadway that jointly serves their respective parcels. It is the intent of the Parties that these Driveways not be subject to the terms of this agreement.

2. **Connector Point.** The point at which a Driveway connects to the Roadway is referred to hereinafter as the Connector Point. Each parcel of real property that is subject to this Agreement has its own Connector Point. The Connector Point for parcels P123042; P38559; and P38531 (Dan Symonds and Barbara Symonds); parcel P38584 (Curtis R Huscusson); parcel P38469 (Aaron Hoffman); parcels P38470; and P134223 (Phyllis M Moore); parcel P38582 (Melinda Bagley; and parcels P38585; and P122741 (Jerry Cummings) is the East end of Northwood Lane at 0.272 miles from easterly from Fruitdale Road as depicted in Exhibit "B." The Connector Point for parcels P112517; and P112518 (Lee Lahrmann); and parcel P38583 (Carter Lahrmann) is the point at which the Driveway or trailhead serving those parcels abut Northwood Lane.

3. **Maintenance Costs.** Each Party hereto shall be jointly responsible with other Parties for the maintenance of the commonly used roadway from the Party's Connector Point to the point at which the Roadway abuts the public right-of-way. Maintenance Costs for the Bridge shall be shared equally by those Parties identified in paragraph No. 5, below, or their successors or assigns. It is the intent of the Parties to informally maintain the Roadway by contributing labor and materials as needed, and the Parties agree to work cooperatively in performing maintenance, and the sharing of costs. For the purposes of this Agreement, the term "maintenance" shall refer to ordinary maintenance made necessary to maintain access to the properties described above, but shall not include improvements made necessary to improve the roadway and bridge so as to enable dedication as a public right-of-way. In the event that the parties are unable to reach agreement on road maintenance expenses, then the Parties shall utilize the following method of assigning costs to the Parties, their successors and assigns: the parcel of property that is farthest removed from Fruitdale Road shall share in the maintenance and repair of the Roadway for the entire length of the Roadway, while the parcel of property that is closest to Fruitdale Road shall share in maintenance and repair for the portion of the Roadway from that parcel's Connector Point to Fruitdale Road. The allocation of costs to each Property owner will be allocated by a coefficient derived by dividing the linear feet of road by which each Property owner is benefitted by the total linear feet of road serviced this agreement, as set forth in Exhibit C hereto. The total linear feet of Road and each Party's respective linear feet of benefitting road is set forth in Exhibit C, and assumes work that benefits the entire length of the Roadway. The allocation of costs benefitting only certain properties (for example, work conducted exclusively easterly of the

Lahrmann parcels) will be calculated using the same formula as expressed in Exhibit C inclusive only of the benefitted properties. In the event that the owner or the owner's successors or assigns of a parcel of real property identified herein fails to enter into this Agreement, then in that event the Parties reserve their rights to obtain contribution for roadway and bridge maintenance costs from such absent property owners. This Agreement is for the benefit of the Parties hereto, and it is not the intent of the Parties to benefit any third party.

5. **Covenant.** Subject to the provisions of the paragraph next above, the cost of maintenance and repair shall be shared by all responsible Parties and their heirs, executors, administrators, agents or assigns. The covenants created in this Agreement shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by any Party, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law.

6. **Conveyance.** The Bridge shall be conveyed by Carter Lahrmann to Dan Symonds and Barbara Symonds; Curtis R Huscusson; Aaron Hoffman; Phyllis M Moore; Melinda Bagley; and Jerry Cummings, or each of the foregoing Party's successors and assigns, as a fixture to their respective parcels of property identified herein, it being the intent of the Parties that Carter Lahrmann shall have no ownership interest in the Bridge.

7. **Bridge Construction Work.** All work performed on the Bridge shall be performed by qualified persons licensed and bonded by the state of Washington to do such work, in conformance with applicable law and with applicable construction codes. Prior to doing any work on the Bridge, the responsible Party shall apply for, and obtain, appropriate construction permits. No additional utilities shall be attached to the Bridge without the consent of a simple majority of the other Parties, their successors and assigns. Prior to commencing work on the Bridge, the responsible party(s) shall provide at least 3 days written notice to all other parties to this agreement stating the nature of the work, the expected start date, and the dates of any closure of the Bridge. At the completion of such work, the surrounding property shall be reasonably restored to the condition it was in prior to the start of the work.

8. **Emergency Bridge Repairs.** While it is anticipated that consultation and concurrence will occur between the Parties prior to maintenance and repair of the Bridge, in the event that emergency repairs are needed and it is not possible to have prior consultation and concurrence, it is agreed that any Party may contract for such repairs with the cost to be shared and paid jointly as set forth herein. For the purposes of this paragraph 7, an "Emergency" shall consist of circumstances in which the Bridge is impassable to as passenger vehicle, or made inoperable by decree or order at the instance of any government entity having jurisdiction. All other decisions concerning maintenance and repairs shall be approved by consensus, provided that if consensus can not be obtained, then in that event all decisions concerning maintenance and repairs shall be approved pursuant to a simple majority of those eligible to vote on the question. In the case of repairs and maintenance of the Roadway, each Party to this agreement shall have a single vote, regardless of the number of parcels owned by a particular Party, or the number of persons owning a particular parcel. In the case of repairs and maintenance to the Bridge, each owner of the Bridge identified in paragraph No. 5 above shall have a single vote. Any election on a maintenance matter as described in this paragraph may only be held upon the provision of a minimum of seven (7) day's written notice of the upcoming election on the matter.

9. **Subdivision.** No Party shall extend the use of the Bridge or the Roadway to any property not described in this agreement.

10. **Damage.** In the event a Party or a Party's invitee causes damage to the Roadway or the Bridge, then such Party shall immediately restore the Roadway or the Bridge to as good or better condition as it was in immediately prior to the damage and shall be solely responsible for the costs to do so; Provided, That, this paragraph shall not apply to instances of ordinary wear and tear.

11. **Personal obligation.** Each Party and that Party's successors and assigns agree to participate in the payment of maintenance and repairs to the Roadway and Bridge as provided herein. Each assessment so established (including interest, costs, and attorney's fees) required for any enforcement shall be a personal obligation of the Party in addition to any lien created pursuant to this Agreement, and the Party's successors and assigns.

12. **Failure to Enforce.** No delay or omission on the part of and Party, in exercising any rights, powers or remedy herein provided, in the event of any breach of this Agreement, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against any Party for or on account of the Party's failure to bring any action on account of any breach of this Agreement.

13. **Lien for Bridge Work.** The total amount required to pay the expense of maintenance and repair work to the Bridge shall be assessed and borne equally by the owners of the following parcels, their successors and assigns:

Dan Symonds and Barbara Symonds, P123042; P38559; P38531  
Curtis R Huscusson, P38584;  
Aaron Hoffman, P38469;  
Phyllis M Moore, P38470; P134223  
Melinda Bagley, P38582;  
Jerry Cummings, P38585; P122741.

Each of the Parties named above shall be responsible for an equal share of such costs, which share shall correlate to a single dwelling unit. In the event a Party subdivides any of that Party's property identified above, then each lot created capable of holding a dwelling unit shall be responsible for an additional share. Such amounts required for maintenance and repair work shall be the joint and several obligation of the Parties named above.

14. **Effect of Non-payment: Remedies.** Each Party paying all or a portion of any Bridge maintenance and/or repair costs shall have a lien on each Party that fails to pay that Party's full share of such costs as set forth in paragraph 12. Recordation of this Maintenance Agreement constitutes record notice and perfection of the lien. Any such lien may be enforced judicially in accordance with the provisions of Chapter 61.12 RCW.

15. **Indemnification.** Each Party shall defend, indemnify, and hold other Parties harmless from any and all liabilities, fees, costs and damages, whether to person or property, or expense of

any type or nature which may be incurred by the other Parties including reasonable attorneys' fees, expert's fees and other costs, by reason of the negligence of the indemnifying Party. Each of the Parties identified in Paragraph 5 shall indemnify Carter Lahrmann, his successors and assigns, from any damages resulting in any way from the Bridge situated on Carter Lahrmann's real property as set forth herein.

16. **Severability.** Each section, subsection, or other portion of this Agreement shall be severable and the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

17. **Dispute resolution.** Any and all claims, controversies or disputes arising out of or relating to this contract/agreement, or the breach thereof, which remain unresolved after direct negotiations between the parties, shall first be submitted to binding arbitration before one an arbitrator in accordance with applicable rules of the Skagit County Superior Court Mandatory Arbitration Rules then in effect. The parties further agree that the award of the arbitrator(s) is binding upon the parties and that judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. **Law, Venue And Attorney Fees And Costs.** This Agreement shall be construed pursuant to Washington law. Venue for any suit based hereon or related hereto shall be solely in Skagit County Superior Court and the prevailing party in any such suit shall receive an award of its reasonable attorneys' fees and costs, including those incurred on any appeal.

19. **Termination.** In the event of dedication of the Roadway to a governmental entity, then this Agreement will automatically terminate.

20. **Notices.** Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses, provided that any address set forth below may be altered or amended by providing written notice to all other Parties:

Lee Lahrmann  
24574 Northwood Lane  
Sedro-Woolley, WA

Carter Lahrmann  
PO Box 717  
Conway, WA 98238

Dan Symonds and Barbara Symonds  
P.O. Box 773  
Sedro-Woolley, WA

Curtis R Huscusson  
24855 Northwood Lane  
Sedro-Woolley, WA

Aaron Hoffman  
24847 Northwood Lane  
Sedro-Woolley, WA

Phyllis M Moore  
9056 South March Point Road  
Anacortes, WA 98221

Melinda Bagley  
24854 Northwood Lane  
Sedro-Woolley, WA

Jerry Cummings  
24850 Northwood Lane  
Sedro-Woolley, WA

21. **Entire agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, provided that easements previously recorded with the Skagit County Auditor shall not be subject to this paragraph. Any amendment to this Agreement shall only occur by mutual written agreement of the Parties.

22. **Counterparts.** This Agreement or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart. This Agreement shall remain binding on each party executing this Agreement, or that Party's successors and assigns. It shall not be a contingency that each property owner identified in paragraph 20 enter into this agreement, it being the intent of the Parties that this Agreement shall be binding on each Party entering into this Agreement.

/ / /

STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 17<sup>th</sup> day of July, 2019, personally appeared before me Phyllis Moore, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that she voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 17<sup>th</sup> day of July, 2019.

Sydna J. Hagen Notary Public in and for the State of Washington, residing in  
Mount Vernon, WA.

My commission expires on 2-28-23



Phyllis Moore  
PHYLLIS MOORE



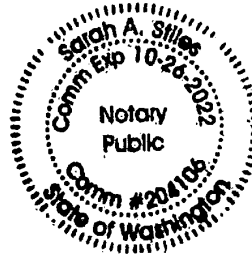
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 11 day of July, 2019, personally appeared before me Dan Symonds, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 11 day of July, 2019.

[Signature] Notary Public in and for the State of Washington, residing in  
Arlington, WA

My commission expires on 10-26-22




[Signature] 7/11/2019  
DAN SYMONDS

Maintenance Agreement and Covenant Running With the Land

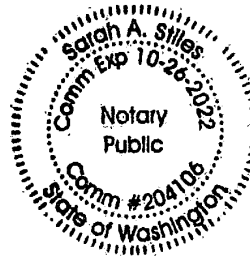
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

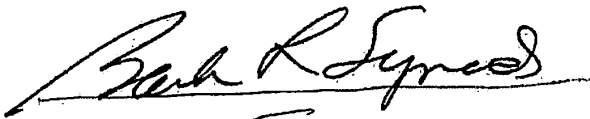
I, the undersigned, a Notary Public, do hereby certify that on this 11 day of July, 2019, personally appeared before me Barbara Symonds, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that she voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 11 day of July, 2019.

 Notary Public in and for the State of Washington, residing in Arlington, WA.

My commission expires on 10-26-22



  
BARBARA SYMONDS

Carter Lahrmann 7/12/19  
Carter Lahrmann Date

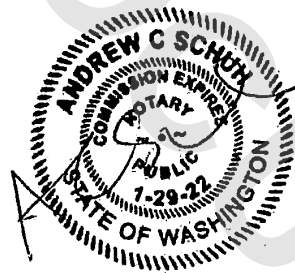
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 12<sup>th</sup> day of July, 2019, personally appeared before me Carter Lahrmann, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 12<sup>th</sup> day of July, 2019.

Andrew C. Schuh Notary Public in and for the State of Washington, residing in  
Mount Vernon, WA.

My commission expires on 1-29-22



Maintenance Agreement and Covenant Running With the Land

Lee Lahrmann 7/11/19  
Lee Lahrmann Date

STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 11 day of July, 2019, personally appeared before me Lee Lahrmann, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 11 day of July, 2019.

[Signature] Notary Public in and for the State of Washington, residing in  
Arlington, WA

My commission expires on 10-26-22



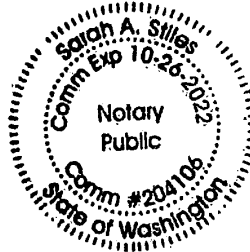
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 11 day of July, 2019, personally appeared before me Ronald Gebhardt and Gena Gebhardt, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 11 day of July, 2019.

[Signature] Notary Public in and for the State of Washington, residing in  
Arlington, WA

My commission expires on 10-26-22



[Signature]  
RONALD GEBHARDT

[Signature] 7-11-19  
GENA GEBHARDT

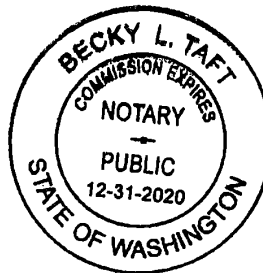
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 21<sup>st</sup> day of Jan, 2019<sup>20</sup>, personally appeared before me Melinda Bagley, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that she voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 21 day of January, 2019<sup>20</sup>.

Becky L. Taft Notary Public in and for the State of Washington, residing in  
B. AD

My commission expires on 12/31/2020



Melinda Bagley  
MELINDA BAGLEY

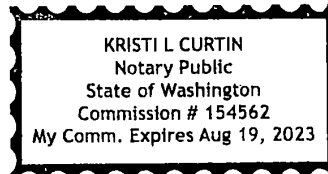
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 21 day of Jan, 2020, personally appeared before me Jerry Cummings, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 21 day of January, 2020.

Kristi L Curtin Notary Public in and for the State of Washington, residing in  
Sedro Woolley.

My commission expires on 08/19/2023



Jerry Cummings  
JERRY CUMMINGS

Maintenance Agreement and Covenant Running With the Land

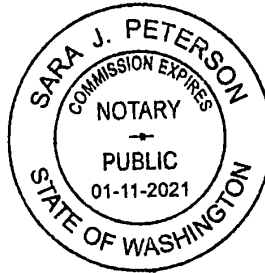
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 21<sup>st</sup> day of Jan, 2020, personally appeared before me Aaron Hoffman, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 21<sup>st</sup> day of Jan, 2020.

Sara J. Peterson Notary Public in and for the State of Washington, residing in  
Sedro Woolley WA.

My commission expires on 1-11-2021



Aaron Hoffman  
AARON HOFFMAN

Maintenance Agreement and Covenant Running With the Land



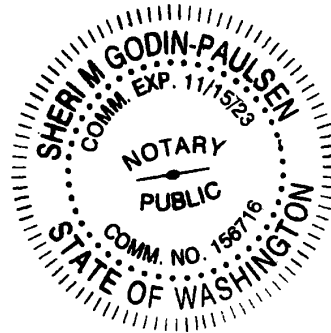
STATE OF WASHINGTON )  
ss. )  
COUNTY OF SKAGIT )

I, the undersigned, a Notary Public, do hereby certify that on this 21 day of January, 2020, personally appeared before me Curtis R Huscusson, known to be the same person(s) whose name(s) are subscribed to the within instrument and acknowledged that he voluntarily executed the same for the purposes therein contained.

Given under my hand and official seal this 21 day of January, 2020

Sheri M Godin-Paulsen Notary Public in and for the State of Washington, residing in  
Clearlake WA

My commission expires on 11.15.23



Curtis R Huscusson  
CURTIS HUSCUSSON

1-21-2020