



202006180033

06/18/2020 11:08 AM Pages: 1 of 10 Fees: \$112.50  
Skagit County Auditor

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Laura Minton Breckenridge  
Skagit Law Group, PLLC  
P.O. Box 336  
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 16 2020

Amount Paid \$   
By *[Signature]* Skagit Co. Treasurer Deputy

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Document Title:** ROAD MAINTENANCE AGREEMENT  
**Grantor:** ALAN BRIDGMAN AND DONNA BRIDGMAN, husband and wife  
**Grantee:** ALAN BRIDGMAN AND DONNA BRIDGMAN, husband and wife  
**Abbreviated Legals:** \_\_\_\_\_  
**Parcel Numbers:** P 34939  
**Reference Number(s) of Documents Affected:** N/A  
**Full Lot Legal Descriptions set forth in Exhibit A, 1-3 and Easement Area Legal Description set forth in Exhibit B.**

**ROAD MAINTENANCE AGREEMENT**

This Road Maintenance Agreement (“Agreement”) is made by and between Alan Bridgman and Donna Bridgman, husband and wife, as Grantor, and by Alan Bridgman and Donna Bridgman, husband and wife, as Grantee. Grantor and Grantee are collectively referred to in this Agreement in the singular as “Party” and collectively as the “Parties.” The effective date of this Agreement shall be the date it is recorded in the records of the Skagit County Auditor.

**RECITALS**

A. Grantor/Grantee is currently the owner of the three lots legally described in **Exhibits A, 1-3**, attached hereto and by this reference incorporated herein (the “Lots”).

B. The Lots are accessed by way of a thirty-foot wide non-exclusive ingress, egress, and utilities easement granted by Grantor to Grantee, as shown on Skagit County Short Plat PL-19-0611 recorded June 18, 2020 under Skagit County Auditor’s File No. 202006180033. The legal description of the easement is set forth in **Exhibit B** and depicted in the map set forth in **Exhibit C** attached hereto and by this reference incorporated herein (“Access Easement”).

C. Grantor/Grantee wish to establish a method for the building, maintenance, repair, and upkeep of the private road described in the Access Easement ("Private Road") and for the apportionment and collection of the expenses of such building, maintenance, repair, and upkeep among existing and future owners of the Lots (the "Lot Owners").

D. It is the mutual intention of the Lot Owners that this Agreement constitutes a covenant running with the land for the benefit of the land and is thereby binding upon each Lot Owner and each and every person or entity that shall at any time own all or any portion of the real property subject to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### AGREEMENT

1. Recitals. The Parties agree that the recitals set forth above are true and accurate and are hereby incorporated in this Agreement.

2. Covenant Runs with the Land. Each Lot Owner and their respective successors in interest shall be bound by this Agreement. The covenants herein shall be binding upon the heirs, personal representatives, administrators, successors, and assigns of each Lot Owner. This Agreement shall be recorded in the real property records of Skagit County and the obligations created by this Agreement shall be and constitute covenants running with the land. Any subsequent transferee of all or any portion of a Lot (each a "Lot Owner" as defined in Section 8(a) below), by acceptance of delivery of a deed and/or conveyance, regardless of form, shall be deemed to have consented to and become bound by this Agreement.

3. Building, Maintenance, Repair, and Upkeep. The terms "building," "maintenance," "repair," and "upkeep" shall include, but not be limited to, building and repairing the Private Road surface, adding rock or gravel, clearing obstructions, grading and scraping the Private Road, removing snow and ice, ditch digging, brush trimming, and performing any other work reasonably required to maintain the Private Road in a safe condition for the passage of motor vehicles and farm and other equipment. To the extent reasonably possible, such maintenance, repair, and upkeep shall be performed in such a manner so as to cause the least disruption to the Lot Owners. Each Lot Owner hereby grants to the other Lot Owners a temporary access easement for the purpose of building, maintenance, repair, and upkeep of the Private Road.

4. Road Damage. If any of the Parties, their contractors, invitees or agents cause any damage to the Private Road in excess of normal wear and tear, such Party shall be responsible for repairing the damage at their sole cost; damage to the Private Road caused by heavy equipment or trucks shall not constitute normal wear and tear. Repairs shall be made promptly and shall return the Private Road to a condition, as near as reasonably possible, to the condition of the Private Road prior to the damage.

5. Decisions. Any decision to take action with respect to the Private Road, including building, maintaining, and repairing it, must be approved in writing by a simple majority of Lot Owners. Each Lot Owner shall be entitled to one (1) vote, regardless of the size of the Lot, the number of parties with an ownership interest in the Lot, and whether or not the Lot is subsequently divided.

6. Assessments; Sharing of Costs. Each Lot Owner, and each subsequent Lot Owner, shall participate on an equal basis with each Lot Owner paying their respective one-third share of the expense of building, maintenance, repair, and upkeep to the Private Road by assessments. Such prorated assessments shall be established by the simple majority of the Lot Owners.

7. Enforcement; Collection. Any amounts assessed under this Agreement that are not paid when due shall become delinquent. If an assessment is not paid within sixty (60) days from its due date a lien shall attach against the subject Lot for the benefit of the contributing Lot Owners and, in addition, the lien shall include interest from the due date of the assessment at the rate of twelve percent (12%) on the principal amount due, all costs of collection, reasonable attorneys' fees, and costs, and all other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, any contributing Lot Owner may file an action to collect such amounts or to foreclose the lien. Foreclosure of any lien created by this Agreement shall be by the same process as that of a non-judicial foreclosure of a deed of trust pursuant to RCW 61.24, et seq., and as hereafter amended. All other persons acquiring liens or encumbrances on any Lot after the date this Agreement has been recorded shall take subject to this Agreement and such liens or encumbrances shall be inferior to all future liens as provided herein.

8. Miscellaneous Provisions.

a. Lot Owner. The term "Lot Owner" as used in this Agreement shall mean the fee title owner, unless the Lot is being sold on a real estate contract, in which case it shall mean the contract purchaser. If there is more than one party with an ownership interest in a Lot, such parties are referred to collectively as the "Lot Owner" and shall be entitled to no more than one (1) vote which shall be exercised collectively by them as a Lot Owner.

b. Non-Merger. 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.

c. Jurisdiction and Venue. Venue for any enforcement action concerning this Agreement shall be in Skagit County. This Agreement shall be construed in accordance with the laws of the State of Washington.

d. Non-Waiver of Breach. Failure of any Party at any time to require

performance of any provision of this Agreement shall not limit such Party's right to enforce such provision nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

e. Attorneys' Fees. Should any Party employ an attorney or attorneys to interpret or enforce any of the provisions in this Agreement or to protect its interest in any manner arising under this Agreement or to recover damages for any breach under this Agreement, the breaching Party shall pay the non-breaching Party its reasonable costs, damages, and expenses, including attorneys' fees and costs, incurred, in addition to any other remedies available to the non-breaching Party.

f. Entire Agreement. This Agreement constitutes the entire agreement among the Lot Owners, and any and all prior agreements, whether oral or written, are hereby superseded and replaced by this Agreement.

g. Amendment. The terms of this Agreement may be amended in writing upon a simple majority approval of the Lot Owners or their successors in interest.

h. Severability. If one or more of the provisions of this Agreement or its application, is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of any other application shall in no way be affected or impaired.

i. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that the courts of Skagit County shall be the venue of any suit or proceeding brought with respect to this Agreement.

Dated this 19<sup>th</sup> day of May, 2020.

GRANTOR:

ALAN AND DONNA BRIDGMAN,  
husband and wife

Alan Bridgman  
ALAN BRIDGMAN

Donna Bridgman  
DONNA BRIDGMAN

GRANTEE:

ALAN AND DONNA BRIDGMAN,  
husband and wife

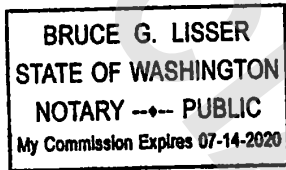
Alan Bridgman  
ALAN BRIDGMAN

Donna Bridgman  
DONNA BRIDGMAN

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Alan Bridgman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument as both the Grantor and the Grantee.

Dated this 19<sup>th</sup> day of MAY, 2020.

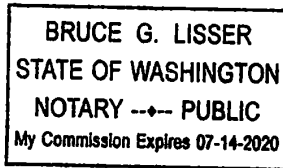


[Signature]  
Name: Bruce G. Lisser  
Notary Public, State of Washington  
Residing in: Mount Vernon  
My Commission Expires: 7-14-20

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Donna Bridgman is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument as both the Grantor and the Grantee.

Dated this 19<sup>th</sup> day of MAY, 2020.



[Signature]  
Name: Bruce G. Lisser  
Notary Public, State of Washington  
Residing in: Mount Vernon  
My Commission Expires: 7-14-20

## Exhibit A-1

Lot 1 as shown on Skagit County Short Plat No. PL-19-0611, approved June 18 11, 2020 and recorded June 18, 2020 under Skagit County Auditor's File No. 202006180031, being within portions of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 29, Township 35 North, Range 3 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.

Situate in the County of Skagit, State of Washington.

## Exhibit A-2

Lot 2 as shown on Skagit County Short Plat No. PL-19-0611, approved June 11, 2020 and recorded June 18, 2020 under Skagit County Auditor's File No. 202006180031, being within portions of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 29, Township 35 North, Range 3 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.

Situate in the County of Skagit, State of Washington.

## Exhibit A-3

Lot 3 as shown on Skagit County Short Plat No. PL-19-0611, approved June 11, 2020 and recorded June 18, 2020 under Skagit County Auditor's File No. 202006180031, being within portions of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Section 29, Township 35 North, Range 3 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes, and other instruments of record.

Situate in the County of Skagit, State of Washington.

**Exhibit "B"**

A 30-foot wide non-exclusive easement for ingress, egress and utilities over, under and across portions of Lots 1, 2 and 3 as shown on Skagit County Short Plat No. PL-19-0611, approved June 11, 2020 and recorded June 18, 2020 under Skagit County Auditor's File No. 202006180031, being within portions of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4, Section 29, Township 35 North, Range 3 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

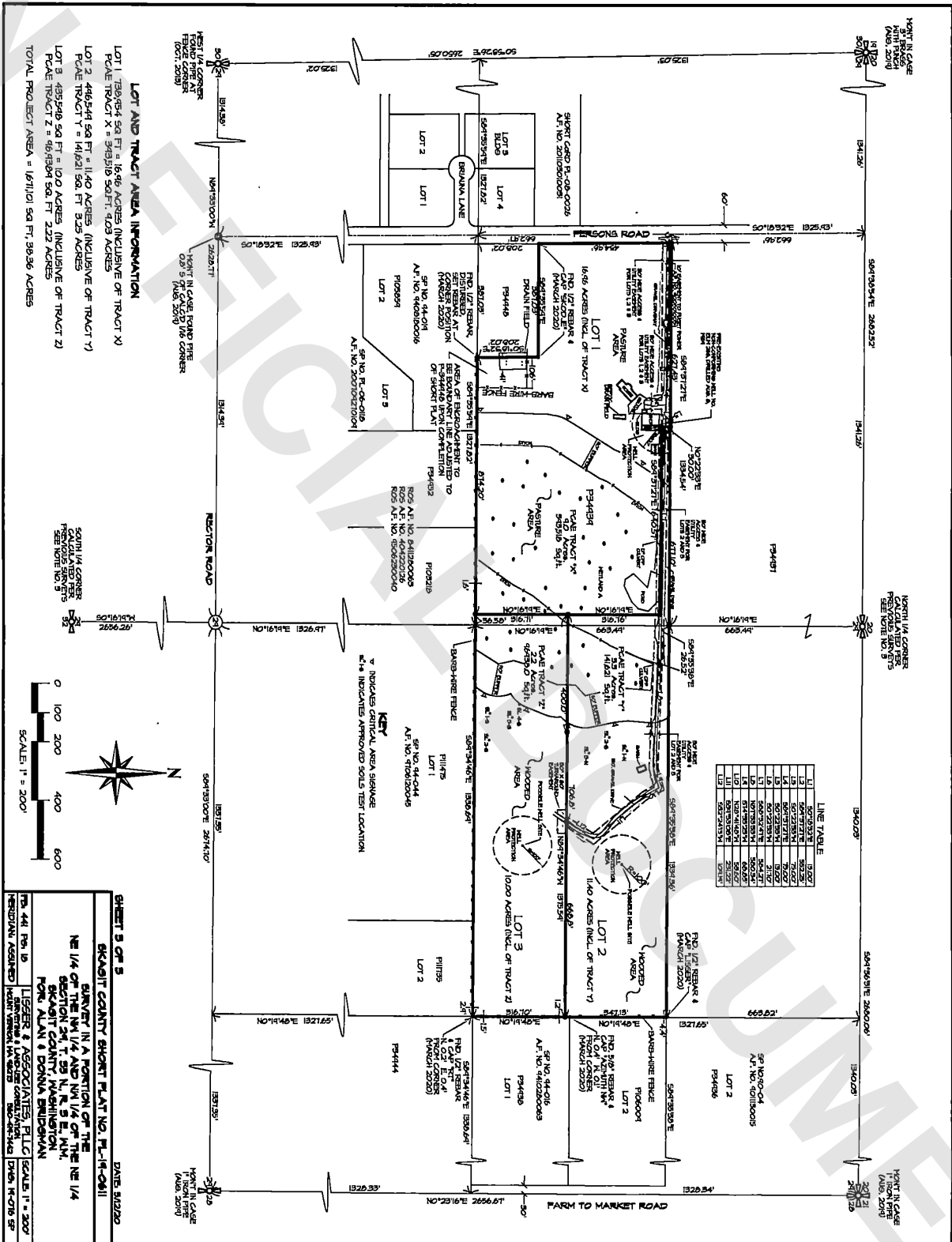
Situate in the County of Skagit, State of Washington.

Said easement is for the mutual benefit of Lots 1, 2, and 3 of said Short Plat No. PL-19-0611.



5-18-20

EXHIBIT "C"



SEE RECORDED SHORT PLAT MAP FOR FULL SCALE INFORMATION