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Skagit County Auditor

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Gene and Donna Ferrario  
14410 Woodland Avenue  
Anacortes, WA 98221

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Document Title:	ROAD MAINTENANCE AGREEMENT
Grantors:	JON G. BOWMAN and ANN BOWMAN, husband and wife EUGENE P. FERRARIO and DONNA FERRARIO, husband and wife
Grantees:	JON G. BOWMAN and ANN BOWMAN, husband and wife EUGENE P. FERRARIO and DONNA FERRARIO, husband and wife
Abbreviated Legal:	South ½ of Lot 4, all of Lots 5 through 10, and South ½ of Lot 11, Block 40, Map of Fidalgo City; West ½ of the NW ¼ of the SE ¼, Section 13, Township 34 N, Range 1 E.W.M.
Additional Legal on page(s):	Exhibit "A"
Assessor's Tax Parcel No:	4101-040-011-0003 / P73041 340113-4-006-0000 / P19351

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Road Maintenance Agreement  
Recording Cover Sheet

Let it be known on this day 15 day of Aug, 2022 that:

(1) This is a private road agreement between Jon G. Bowman and Ann K. Bowman, owners of P73041, and Eugene P. and Donna D. Ferrario, owners of P19351, both parcels situate in Skagit County, Washington. This agreement insures equal use of the road by the Bowmans, Ferrarios, and their successors and assigns in perpetuity.

(2) The Bowmans, their successors and assigns will not have the following described real estate quit claimed with a boundary line adjustment or if necessary, will deed a reasonable easement for ingress, egress and utilities required for a structure over the same: that portion of 9th street starting at the centerline of Oliver Avenue extended southerly east to the centerline of Woodland Avenue extended southerly all within the plat of Lake View Addition of Fidalgo City, situate in Skagit County, Washington.

(3) Hereinafter, Bowmans and Ferrarios, and their successors and assigns, will be referred to as party and collectively referred as parties. For purposes of the maintenance/repair portion of this agreement, anyone affiliated with either party shall be considered as that party's responsibility. (i.e. friends, contractors and etc.)

(4) During periods when both parties are using said road, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

a) The appointment of a maintainer, which may or may not be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and /or resurfacing of said road: and

b) A method of payment by which each party using said road shall pay its share of the cost incurred by said maintainer in maintaining or resurfacing said road.

(5) For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep said roadway, road structure, road facilities, ditches, and erosion maintenance on all surrounding properties as nearly as possible in their originally completed/existing condition or as thereafter improved. Each party using said road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of repair/replacement, the party to undertake the repair/replacement, and the shares of repair/replacement cost to be born by each user of said road.

(6) Unless the parties hereto agree in writing to share the costs of improvements in advance of improvements being made, improvements shall be solely for the account of the approver.

In witness whereof, the undersigned have executed this road agreement as of the date first written;

Eugene P. Ferrario

Eugene P. Ferrario

Ann K. Bowman

Ann K. Bowman

Donna D. Ferrario

Donna D. Ferrario

Jon G. Bowman

Jon G. Bowman

State of Washington )

County of Skagit )

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify on this 15<sup>th</sup> day of August, 2022, personally appeared before me, Jon G. Bowman, Ann K. Bowman, Eugene P. Ferrario and Donna D. Ferrario to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge they signed and sealed the same as their free and voluntary act and deed, for the uses and purposed wherein mentioned.

Given under my hand and official seal the day and year last above written.

Rachel J. Franulovich

Notary Public in and for the State of Washington

Residing at Anacortes

My commission expires 11-09-2025

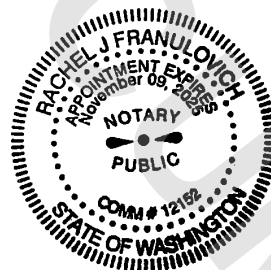


EXHIBIT "A"  
LEGAL DESCRIPTION

P73041

THE SOUTH 1/2 OF LOT 4, ALL OF LOTS 5 THROUGH 10, AND THE SOUTH 1/2 OF LOT 11, BLOCK 40, MAP OF FIDALGO CITY, SKAGIT CO. WASHINGTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 113 AND 114, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THOSE PORTIONS OF ABUTTING VACATED STREETS AND ALLEYWAY, AS VACATED BY AGREED JUDGMENT QUIETING TITLE FILED NOVEMBER 1, 1991 UNDER SKAGIT COUNTY SUPERIOR COURT CASE NO. 91-2-00549-7 AND ALSO RECORDED UNDER AUDITOR'S FILE NO. 9111010074, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

P19351

THE WEST HALF OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 13, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.; EXCEPT COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 01 DEGREES 49 MINUTES 33 SECONDS WEST ALONG THE EAST LINE THEREOF, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 13.50 FEET; THENCE SOUTH 01 DEGREES 49 MINUTES 33 SECONDS WEST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 27 SECONDS EAST, A DISTANCE OF 13.50 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTH 01 DEGREES 49 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, DESCRIBES AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 87 DEGREES 51 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 33.17 FEET; THENCE SOUTH 58 DEGREES 34 MINUTES 41 SECONDS WEST, A DISTANCE OF 39.66 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 01 DEGREES 49 MINUTES 33 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 21.92 FEET TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON