

Return Address:

Clay Learned
Learned Commercial
108 Gilkey Road
Burlington, WA 98233



200811180004
Skagit County Auditor

11/18/2008 Page 1 of 7 8:58AM

ROAD MAINTENANCE AGREEMENT

Reference Number(s) of related document(s): n/a

Grantor: Shortgo Guys, LLC; Robert Cunningham

Grantee: Shortgo Guys, LLC; Robert Cunningham

Legal Description (abbreviated): lots 1, 2, 3 and 4 of Short Plat No. PL 06-1023

Full legal on Exhibit A

Assessor's Tax Parcel ID Number: (Please provide) P45447

ROAD MAINTENANCE AGREEMENT

1. This Road Maintenance Agreement is between Robert Cunningham and Shortgo Guys, LLC, a Washington limited liability company, (hereafter "Owners").
2. Shortgo Guys, LLC is the owner of the real property legally described as lots 1, 2 and 3 of Skagit County, Washington, Short Plat No. PL 06-1023, and
3. Robert Cunningham is the owner of Lot 4 of Skagit County, Washington, Short plat No. PL 06-1023.
4. Together, Owners each have rights of ingress, egress and utilities over, above and below the private road named Liberty Bell Lane ("Roadway") which is legally described on attached Exhibit B and depicted on the face of the abovementioned short plat which said rights shall benefit and bind all of their heirs, successors and assigns. The properties owned by the original Owners are referred to herein as the "Parcels."
5. Owners hereby memorialize their agreement for the maintenance, repair and replacement of said private road. This Road Maintenance Agreement shall be deemed to run with the land of each Owner and shall be binding on the Owners as well as their successors, heirs, administrators and assigns.
6. Owners each shall pay their proportionate share of the cost and expense reasonably necessary for maintaining, repairing and replacing the Roadway now in existence or soon to be constructed; provided the costs to be so paid shall only be costs paid to third parties. The

original cost of constructing this Roadway is not subject to this Agreement. The proportionate share of each Owner shall be equal, i.e. equal to a fraction whose numerator is 1 and whose denominator is the total number of Parcels, regardless of any difference in square footage, and each Owner shall share equally in the total cost or expense incurred for the reasonable maintenance, repair or replacement. In the event any Parcel is further subdivided, the resulting properties each shall be deemed to be a Parcel and responsible to pay a full share, equal to that to be paid by all other Owners, of the reasonable cost or expense of maintenance, repairing or replacing of the Roadway.

7. In the event an Owner desires to have such road maintenance done at the common expense of the Owners, such Owner shall circulate to all other Owners a written notice by personal delivery, mail or other reasonable means which explains the nature of the work desired and the maximum projected cost for the work. To the extent the work to be performed is of a recurring nature, for example snow plowing, only one notification per year shall be required. If, after the expiration of ten (10) days from the date of receipt of a notice by all Owners, no objection to such work has been received in writing from at least sixty percent (60%) of the Owners, such notifying Owner shall be deemed to be authorized to perform such work on behalf of the Owners up to the maximum projected cost contained in such notice.
8. The obligations under this Agreement are the personal obligation of each of the Parcel owners as of the time the cost is incurred and may be enforced by lawsuit.
9. **Miscellaneous.**
 - 9.1. This Agreement is entered into solely for purpose of apportioning among the Parcels the Parcel liability for its Pro Rata Share. Nothing contained herein shall be construed in any manner to expand the obligations and duties of the owner(s) of the Parcels under the terms of this Maintenance Agreement. In no event shall this Agreement or any of the terms of this Agreement be construed as granting any right or benefit to third parties who are not owners of the Parcels.
 - 9.2. The covenants and agreements recited shall be deemed for all purposes to be perpetual covenants running with the land, which shall bind and burden each of the Parcels. Upon sale of a Parcel, the selling owner shall be fully and completely released from all duties or obligations to pay any portion of the costs accruing and coming due from and after the date of closing of the sale of that Parcel; thereafter parties purchasing or acquiring the Parcel shall be deemed to be substituted as the owner for the Parcel and subject to the terms of this Agreement and shall pay their portion of the costs accruing and coming due from and after the date of closing of the sale of that Parcel.
 - 9.3. In the event of any conflict, controversy, claim or dispute among the owners of the Parcels which arises out of or relates to this Agreement or any breach thereof, the prevailing owner in any action commenced with regard to said conflict, controversy, claim or dispute shall be entitled to receive from the non-prevailing owner, in addition to any other relief, all reasonable costs and expenses relating thereto and reasonable attorneys' fees incurred or expended.
 - 9.4. This Agreement shall not be modified except by written consent signed by the owners to whom is allocated at least seventy-five percent (75%) of the Parcels Legally described in Exhibit A, and provided no amendment or modification that has a disproportionate adverse effect on any owner will take effect without such owner's written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.



Shortgo Guys, LLC

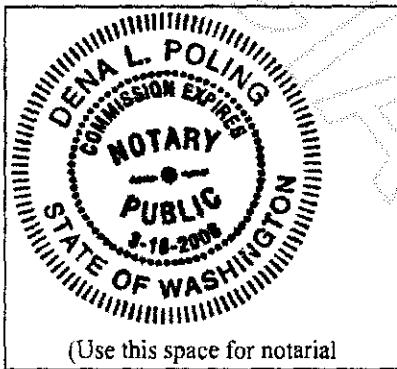
By _____
Its authorized representative Date

Robert Cunningham 10-6-07
Robert Cunningham Date

STATE OF WASHINGTON)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that Robert Cunningham 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 for the uses and purposes stated therein.

Dated October 6, 2007.



Dena L. Poling
Name: Dena L. Poling
NOTARY PUBLIC, State of Washington
My appointment expires March 15, 2008



Shortgo Guys, LLC

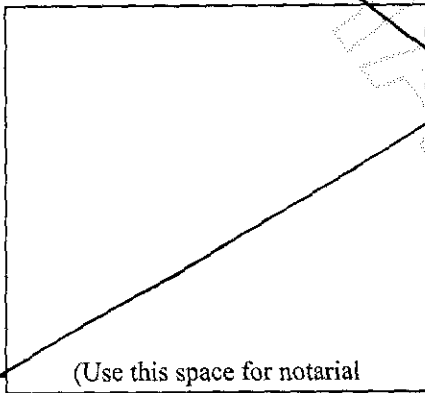
By [Signature] 1.16.08
Its authorized representative Date

Robert Cunningham Date

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that ~~Robert Cunningham~~ 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 for the uses and purposes stated therein.

Dated _____.


(Use this space for notarial

Name: _____
NOTARY PUBLIC, State of Washington
My appointment expires _____



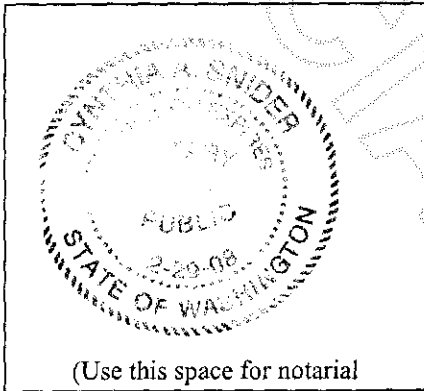
200811180004

Skagit County Auditor

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that Clay Learned 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 as the authorized representative of Shortgo Guys, LLC to be the free and voluntary act of such party for the uses and purposes stated therein.

Dated 1-16-08



Cynthia A. Snider
Name: CYNTHIA A. SNIDER
NOTARY PUBLIC, State of Washington
My appointment expires 2-29-08



UNRECORDED DOCUMENT

Exhibit A

SHORT PLAT LOT DESCRIPTIONS

Lot 1 of Short Plat No. PL06-1023, approved November 17, 2008, and recorded under Skagit County Auditor's File Number 200811180001, records of Skagit County, Washington; being in a portion of the Northeast ¼ of Section 22, Township 35 North, Range 10 East, W.M.

Lot 2 of Short Plat No. PL06-1023, approved November 17, 2008, and recorded under Skagit County Auditor's File Number 200811180001, records of Skagit County, Washington; being in a portion of the Northeast ¼ of Section 22, Township 35 North, Range 10 East, W.M.

Lot 3 of Short Plat No. PL06-1023, approved November 17, 2008, and recorded under Skagit County Auditor's File Number 200811180001, records of Skagit County, Washington; being in a portion of the Northeast ¼ of Section 22, Township 35 North, Range 10 East, W.M.

Lot 4 of Short Plat No. PL06-1023, approved November 17, 2008, and recorded under Skagit County Auditor's File Number 200811180001, records of Skagit County, Washington; being in a portion of the Northeast ¼ of Section 22, Township 35 North, Range 10 East, W.M.

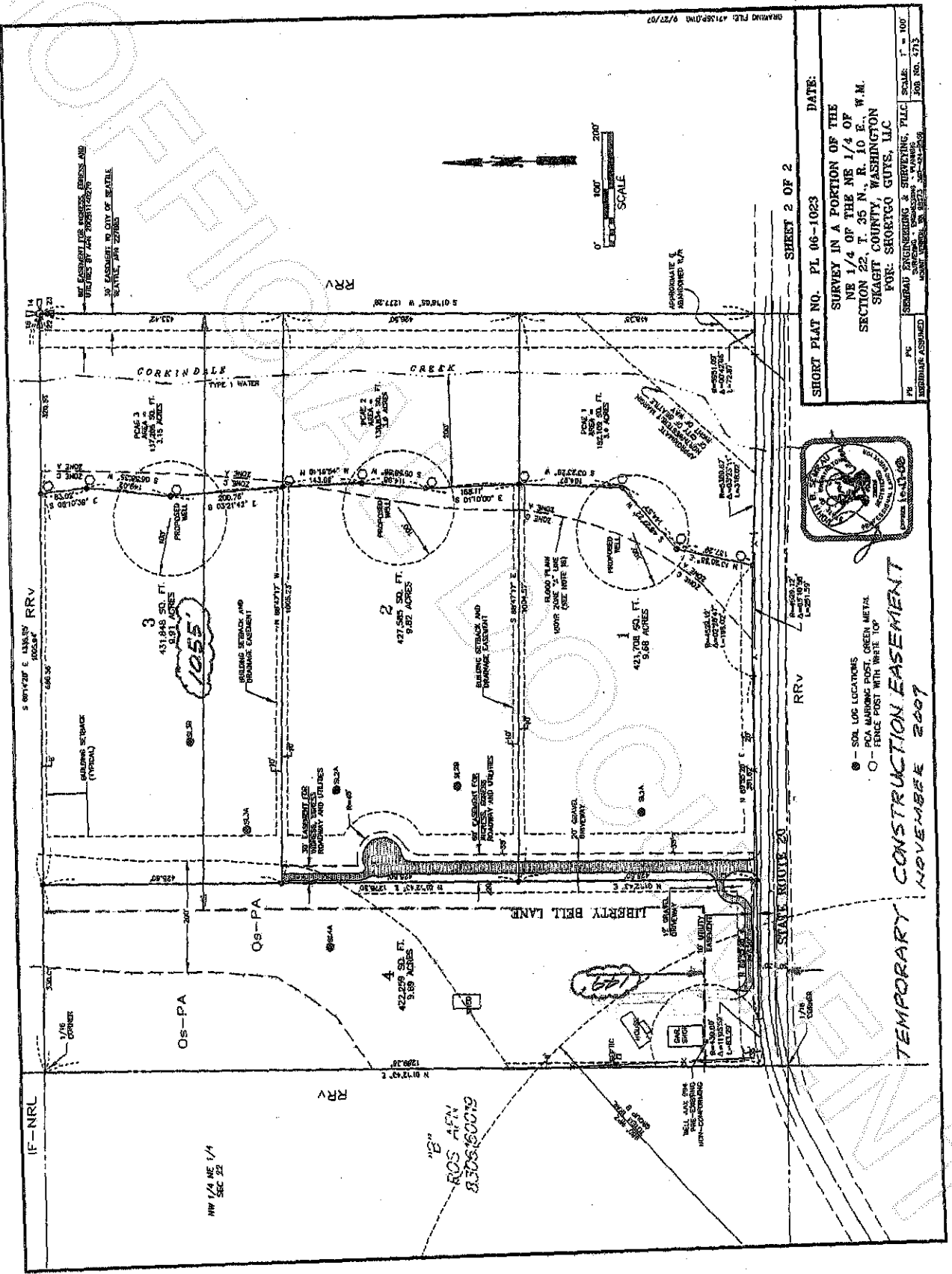


Exhibit B



200811180004
Skagit County Auditor

11/18/2008 Page 7 of 7 8:58AM



DRAWING FILE: 4718P.DWG 9/27/07

DATE: _____

SHORT PLAT NO. PL 06-1023

SURVEY IN A PORTION OF THE
NE 1/4 OF THE NE 1/4 OF
SECTION 22 T. 35 N., R. 10 E., W.M.
SKAGIT COUNTY WASHINGTON
FOR: SKOENGO GUYS, LLC

PC: SKENFAD ENGINEERING & SURVEYING, PLLC
SCALE: 1" = 100'
JOB NO: 06-1023-001



● - SOL LOG LOCATIONS
○ - FENCE POST WITH WIRE TOP

TEMPORARY
CONSTRUCTION EASEMENT
NOVEMBER 2007