

AFTER RECORDING RETURN TO:
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BELLINGHAM, WA 98226



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Skagit County Auditor

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TITLE OF DOCUMENT: ROAD MAINTENANCE AGREEMENT
GRANTOR: COMMONWEALTH HOLDINGS LLC
GRANTEE: COMMONWEALTH HOLDINGS LLC, OAK HILL LANE
COMMUNITY ASSOCIATION
ABBREV. LEGAL DESCRIPTION: LOTS 1 - 8, OAK STREET S.P., AF# 200904150070
FULL LEGAL DESCRIPTIONS: PP. 1, 2
TAX PARCEL NOS.: P62391, P128544, P128547, P128548, P128549
P38167, P128550, P128553

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 27th day of MAY, 2010, by and between COMMONWEALTH HOLDINGS LLC, (the "Grantor") and COMMONWEALTH HOLDINGS LLC, [hereinafter, "Grantee], for the purpose of securing the perpetual maintenance, repair and replacement of a private roadway which provides rights of ingress and egress to all Parcels of property hereinafter described.

WITNESSETH THAT:

WHEREAS, the Grantor owns parcels of real property [the "Grantor's Parcels"] situated in Burlington, Skagit County, Washington, legally described as follows:

Lots 2 through 8, inclusive, Oak Street Short Plat, as per the Map thereof recorded at Auditor's File No. 200904150070, records of Skagit County, Washington.

WHEREAS, the Grantee owns a parcel of real property lying adjacent to the Grantor's Parcels, which will be hereinafter referred to as the Grantee's Parcel. The Grantee Parcel is legally described as:

Lot 1, Oak Street Short Plat, as per the Map thereof recorded at Auditor's File No. 200904150070, records of Skagit County, Washington.

WHEREAS, under an easement appearing on the face of the Oak Street Short Plat, all Lot Owners, tenants and other occupants of the Lots in said Short Plat share the use and enjoyment of a private roadway known as Oak Hill Lane [the "Common Roadway"], along with its associated drainage facilities.

WHEREAS, Grantor intends to separately re-plat the Grantor's Parcels into a new subdivision to be known as "Oak Hill Lane" and to concurrently form a Community Association known as Oak Hill Lane Community Association to maintain, repair, replace, manage and insure various common areas within the "Oak Hill Lane" subdivision, including the private roadway known as Oak Hill Lane. Oak Hill Lane Community Association is declared to be an intended beneficiary of this Agreement, and shall be considered a "Party" to this Agreement as soon as it becomes incorporated.

WHEREAS, Grantee acknowledges that Grantee is obligated to contribute to the maintenance, repair and replacement ["Upkeep"] of Oak Hill Lane following the re-platting of the Grantor's Parcels, and further agrees that the means by which Grantee's Parcel shall contribute to such Upkeep hereinafter described are fair and reasonable.

NOW, THEREFORE, for and in consideration of the proper and neighborly resolution of the several matters described above, for the mutual benefit of the owners and occupiers of all the Parcels, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is now agreed as follows:

1. Agreement for Road Maintenance and Use. The Parties to this Agreement shall perpetually maintain, repair and replace the Common Roadway as necessary to keep it in good condition for their mutual use and benefit, so that it may properly serve normal residential use of the owners and occupiers of all Parcels, including use by public or private emergency vehicles and the invitees and licensees of such persons, all of whom or which are specifically permitted to use the Common Roadway.

2. Annual Inspection in Spring – Repair Work to Follow. Representatives of both Parties shall inspect the Common Roadway in the second quarter of each year to determine the nature and scope of any required Upkeep. Any necessary work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the Parties. For convenience, the Oak Hill Lane Community Association ["Association"] shall select and engage the services of the contractor, using reasonable business judgment. Grantee shall be liable to the Association for Grantee's share of the costs of necessary Upkeep, as hereinafter provided.

3. Apportionment of Costs - Maintenance Share. The costs of Upkeep to the Common Roadway shall be shared in the following proportions: Association – 95%; Grantee – 5%. Each Party's portion of the costs of performing Upkeep shall be known herein as the "Maintenance Share" of such Party. If any Party or lot owner, or the invitee, licensee or agent of a lot owner should damage any portion of the Common Roadway to a degree beyond ordinary wear and tear, the Party ["Responsible Party"] having jurisdiction over the lot owned by such lot owner or Party shall



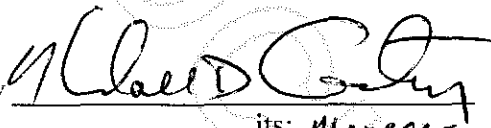
promptly take action to repair said damage in a competent manner. In the event that the Responsible Party does not complete repairs within thirty days of the occurrence of such damage, the other Party may cause the damage to be repaired. The costs of repairing such damage shall constitute a portion of the Maintenance Share of the Responsible Party and shall be due and payable within thirty days following the presentation of an invoice or bill therefore, presented either by the contractor doing the work or by any Party who has paid the contractor for such work.

4. Lien to Secure Maintenance Share. Properly allocated costs of Upkeep constituting a Party's Maintenance Share shall be the personal obligation of each Party and of each lot owner benefited by this Agreement, and shall in addition constitute an equitable lien against such owner's lot or parcel. If unpaid when due, this obligation may be judicially enforced by any person or entity who or which has paid or has become obligated to pay all or any portion of the Maintenance Share of a defaulting Party, through an action for damages or in the manner prescribed by law for foreclosure of a mortgage of real property, at the option of the aggrieved party.

5. Benefits and Burdens – Binding Equitable Servitudes. The provisions of this Agreement shall benefit, burden, and run with the land of each of the lots and/or parcels above-described; the terms and provisions of this Agreement shall be binding upon and shall inure to benefit of each of the Parties hereto, and of their respective successors, assigns, beneficiaries, grantees, devisees, heirs at law, next of kin, personal and legal representatives, tenants, licensees and invitees, without limitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first written above.

GRANTOR/ GRANTEE
COMMONWEALTH HOLDINGS LLC, a Washington
Limited Liability Company

By 
its: Manager



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kendall Gentry is the person who appeared before me and said person acknowledged that (s)he signed this ROAD MAINTENANCE AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Manager of COMMONWEALTH HOLDINGS LLC, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: MAY 27, 2010.



Steven G. Baughn
Notary Public in and for the State
of Washington, residing at MOUNT VERNON
My Commission expires: 01-29-2014

