

Return Address:

Thomas and Patricia Waite
10041 40th Avenue NE
Seattle, WA 98125



201011150297
Skagit County Auditor

11/15/2010 Page 1 of 33 3:49PM

Document Title(s) (for transactions contained therein): 1. Joint Road Maintenance Agreement 2. 3. 4.	ACCOMMODATION RECORDING ONLY GUARDIAN NORTHWEST TITLE CO. A 100709 -3
Reference Number(s) of Documents assigned or released: (on page of documents(s))	
Grantor(s) 1. Donald Floyd Patrick 2. Lee Ann Anderson 3. Michael L. Waddell 4. Robert and Beulah Anderson	
Additional Names on page of document.	
Grantee(s) <input checked="" type="checkbox"/> 5. William A. and Alisa M.Y. Ward <input checked="" type="checkbox"/> 6. Matthew J. Nolan <input checked="" type="checkbox"/> 7. Miranda Blake <input checked="" type="checkbox"/> 8. Charles J. and Vicki L. Hallingstad	
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Guemes Place, Holiday Hideaway No. 1	
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number P65699, P65700, P65701, P65715, P65706, P65707, P65708, P65711	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

DONALD FLOYD PATRICK
" LOTS 21, 22, 23, 24, HOLIDAY HIDEAWAY
NO. 1, AS PER PLAT RECORDED IN
VOLUME 8 OF PLATS, PGS. 36-42, SKAGIT CO. WA."
LEGAL DESCRIPTION ATTACHED AS
EXHIBIT A

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

TO BE ATTACHED AS EXHIBIT B

EACH PARTY AGREES AS FOLLOWS:

- 1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.**
- 2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY**



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THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

- 3. SUCCESSORS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**

- 4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.**

- 5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.**

- 6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY**



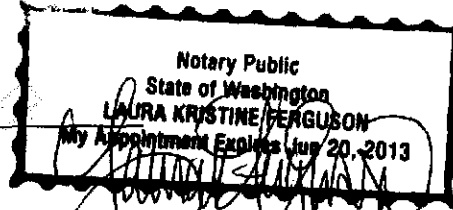
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RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

Donald J. Petrucci

10/31/2010

OWNERS NAME



OWNERS NAME

OWNERS NAME

OWNERS NAME

Other owners/parcels/lots:

- WADDELL/ANDERSON - P65699 - LOTS 13,14,15
- NOLAN/BLAKE - P65700 - LOTS 16+17
- HALLINSTAD - P65701 - LOTS 18+19
- ANDERSON - P65715 - LOTS 20
- PATRICK - LOTS 21,22,23,24
- WARD - P65708 - LOT 25
- MCINTYRE/BROWN - P65911 - LOT 26



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EXHIBIT A

Lots 21, 22, 23 and 24, Block 1, HOLIDAY HIDEAWAY NO. 1, according to the plat thereof, recorded in Volume 8 of Plats, pages 38 through 42, records of Skagit County, Washington.

Situated in Skagit County, Washington.

D

UNOFFICIAL DOCUMENT



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Skagit County Auditor

"EXHIBIT B" LEGAL DESCRIPTION

Guemes Place (private rd.), Block 1, Holiday Hideaway No. 1, according to the plat thereof, recorded in Volume 8 of plats, pages 36 through 42, records of Skagit County, Washington.



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JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

Lee Ann Anderson & Michael L Waddell

LOTS 13, 14 + 15, HOLIDAY HIDEAWAY NO. 1, AS PER
PLAT RECORDED IN VOL. 8 OF PLATS, PGS. 36-42, SKAGIT CO. WA.

LEGAL DESCRIPTION ATTACHED AS
EXHIBIT A

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

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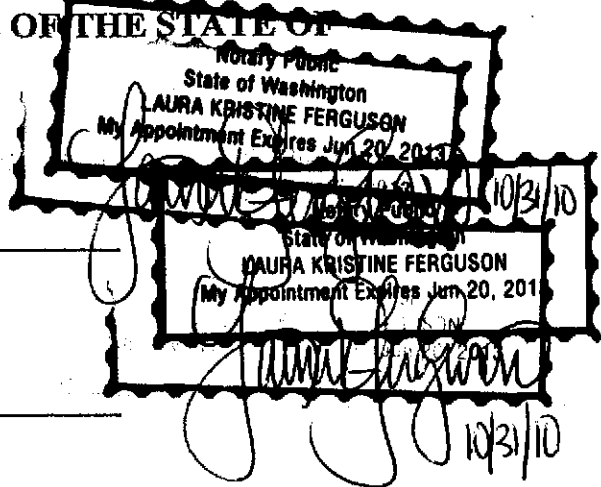
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RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.



[Signature]
OWNERS NAME

Michael L. Wobblet
OWNERS NAME

OWNERS NAME

OWNERS NAME

Other owners / parcels / lots:

- WADDELL / ANDERSON - P65699 - LOTS 13, 14, 15
- NOLAN / BLAKE - P65700 - LOTS 16 + 17
- HALLINSTAD - P65701 - LOTS 18 + 19
- ANDERSON - P65715 - LOTS 20
- PATRICK - LOTS 21, 22, 23, 24
- WARD - P65708 - LOT 25
- MCINTYRE / BROWN - P65711 - LOT 26



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EXHIBIT A

Those portions of Lots 12, 13, 14 and 15, Block 1, HOLIDAY HIDEAWAY NO. 1, as per plat recorded in Volume 8 of Plats, pages 36 to 42, inclusive, records of Skagit County, Washington, lying West of the Following described line:

Beginning at the Southeast corner of said Lot 12;
Thence Westery along the South line thereof a distance of 85 feet to the true point of beginning of said line;
Thence Northerly in a straight line to a point that is 78 feet West of the Northeast corner of said Lot 12, as measured along the North line thereof and the projection of said North line West;
Thence Northerly in a straight line to a point on the Northwesterly line of Lot 15 that is 85 feet Southwesterly of the most Northerly point of said Lot 15 as measured along the Northwesterly line of said Lot 15 and the terminus of said line.

Situated in Skagit County, Washington

3047
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



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Skagit County Auditor

"EXHIBIT B" LEGAL DESCRIPTION

Guemes Place (private rd.), Block 1, Holiday Hideaway No. 1, according to the plat thereof, recorded in Volume 8 of plats, pages 36 through 42, records of Skagit County, Washington.



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Skagit County Auditor

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

ROBERT ANDERSON + BEULAH ANDERSON
"LOT 20, BLOCK 1, HOLIDAY HIDEAWAY
NO. 1, AS PER PLAT RECORDED IN
VOLUME 8 OF PLATS, PGS. 36-42, SKAGIT CO., WA"
LEGAL DESCRIPTION ATTACHED AS
EXHIBIT A"

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESORS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

TO BE ATTACHED AS "EXHIBIT B"

EACH PARTY AGREES AS FOLLOWS:

- 1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.**
- 2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY**



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UNNOTIFIED

THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

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4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.
5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.
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RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

Notary Public
State of Washington
LAURA KRISTINE FERGUSON
My Appointment Expires Jun 20, 2013

Robert Anderson
OWNERS NAME

Robert Anderson
OWNERS NAME

OWNERS NAME

OWNERS NAME

Other owners / parcels / lots:

- WADDELL / ANDERSON - P65699 - LOTS 13, 14, 15
- NOLAN / BLAKE - P65700 - LOTS 16 + 17
- HALLINSTAD - P65701 - LOTS 18 + 19
- ANDERSON - P65715 - LOTS 20
- PATRICK - LOTS 21, 22, 23, 24
- WARD - P65708 - LOT 25
- MCINTYRE / BROWN - P65911 - LOT 26

Notary Public
State of Washington
LAURA KRISTINE FERGUSON
My Appointment Expires Jun 20, 2013



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EXHIBIT A

HOLIDAY HIWAY NO 1, BLOCK 1, LOT 20, 33, 34 AND 35, ACRES 0.95, ALSO TOGETHER WITH BLOCK 1, LOT 32 EXCEPT DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 32; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE SAID LOT 32 FOR 28.81 FEET; THENCE NORTHWESTERLY TO A POINT ON NORTHWESTERLY LINE SAID LOT 32 LYING 42.515 FEET NORTHEASTERLY OF THE MOST WESTERLY CORNER THEREOF SAID POINT ALSO BEING ON THE SOUTHEASTERLY BOUNDARY OF HOLIDAY BLVD; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY BOUNDARY SAID HOLIDAY BLVD FOR 42.515 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE SOUTH 50 DEGREES 01' 44" EAST 118.32 FEET TO POINT OF BEGINNING. ALSO TOGETHER WITH BLOCK 1, LOT 32 EXCEPT DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 32; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE SAID LOT 32 FOR 28.81 FEET; THENCE NORTHWESTERLY TO A POINT ON NORTHWESTERLY LINE SAID LOT 32 LYING 42.515 FEET NORTHEASTERLY OF THE MOST WESTERLY CORNER THEREOF SAID POINT ALSO BEING ON THE SOUTHEASTERLY BOUNDARY OF HOLIDAY BLVD; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY BOUNDARY SAID HOLIDAY BLVD FOR 42.515 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE SOUTH 50 DEGREES 01' 44" EAST 118.32 FEET TO POINT OF BEGINNING.



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"EXHIBIT B" LEGAL DESCRIPTION

Guemes Place (private rd.), Block 1, Holiday Hideaway No. 1, according to the plat thereof, recorded in Volume 8 of plats, pages 36 through 42, records of Skagit County, Washington.



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JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

William A and Alisa M. Y Ward

LEGAL DESCRIPTION ATTACHED AS
"EXHIBIT A"

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

LEGAL DESCRIPTION ATTACHED
AS "EXHIBIT B"

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THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

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RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

William A. Ward
OWNERS NAME William A. Ward

Alice M. Ward
OWNERS NAME Alice M. Ward

[Signature]
OWNERS NAME

OWNERS NAME

Other owners / parcels / lots
WADDELL / ANDERSON - P65699, LOTS 13, 14, 15
NOLAN / BLAKE - P65700, LOTS 16 + 17
HALLING & STAD - P65701, LOTS 18 + 19
ANDERSON (RFB) - P65715, LOT 20
PATRICK - P65707, LOTS 21, 22, 23, 24
WARD - P65708, LOT 25
MCINTYRE / BROWN - P65711, LOT 26

NOTARIAL ACKNOWLEDGEMENT ATTACHED

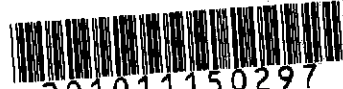


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EXHIBIT A

Lot 25, Block 1, HOLIDAY HIDEAWAY NO. 1, according to the plat thereof, recorded in Volume 8 of Plats, pages 36 through 42, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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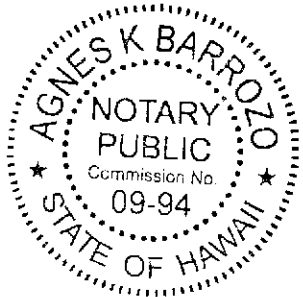


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Skagit County Auditor

State of Hawaii)
)
County of Hawaii) SS.

Subscribed and sworn (or affirmed) to before me on this 3rd day of November, 2010, in the Third Circuit, State of Hawaii, by William A. Ward and Alisa M. Ward.
The foregoing instrument is dated no date, 20 and contained 6 pages at the time of this certification.



Agnes K Barrozo
Notary Public, State of Hawaii
Printed Name: Agnes K. Barrozo
My Commission No.: 09-94
My Commission Expires: MAR 29 2013



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Skagit County Auditor

JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

MATTHEW J NOLAN + MIRANDA BLAKE

LEGAL DESCRIPTION ATTACHED AS
"EXHIBIT A"

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

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WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF
OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR
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OWNERS NAME

Myranda Blake

OWNERS NAME

OWNERS NAME

OWNERS NAME

Other owners / parcels / lots
WADDELL / ANDERSON - P65699, LOTS 13, 14, 15
NOLAN / BLAKE - P65700, LOTS 16 + 17
HALLINGSTAD - P65701, LOTS 18 + 19
ANDERSON (R+B) - P65715, LOT 20
PATRICK - P65707, LOTS 21, 22, 23, 24
WARD - P65708, LOT 25
MCINTYRE / BROWN - P65711, LOT 26



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Skagit County Auditor

EXHIBIT A

Lots 16 and 17, Block 1, "HOLIDAY HIDEAWAY NO. 1", according to the Plat thereof, recorded in Volume 8 of Plats, pages 35 through 42, inclusive, records of Skagit County, Washington.



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"EXHIBIT B" LEGAL DESCRIPTION

Guemes Place (private rd.), Block 1, Holiday Hideaway No. 1, according to the plat thereof, recorded in Volume 8 of plats, pages 36 through 42, records of Skagit County, Washington.



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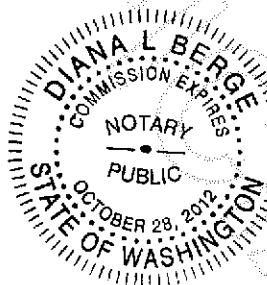
STATE OF WASHINGTON }
County of Skagit }

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Matthew J. Nolan to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November, 2010.



Kerara L. Berge
Notary Public in and for the State of Washington
Residing at Anacorte

My appointment expires 10/28/2012

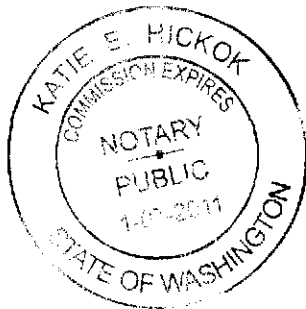
STATE OF WASHINGTON }
County of Skagit }

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Miranda Blake to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of November, 2010.



Katie E. Pickok
Notary Public in and for the State of Washington
Residing at Mt Vernon

My appointment expires 1-11



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JOINT ROAD MAINTENANCE AGREEMENT

OWNERS NAME/ LEGAL DESCRIPTION/ PARCEL

CHARLES J & VICKI L HALLINGSTAD

"Holiday Hideaway No. 1, Lots 18+19, Blk 1"

LEGAL DESCRIPTION ATTACHED AS
"EXHIBIT A"

OWNERS NAME/ LEGAL DESCRIPTION/ TAX ID

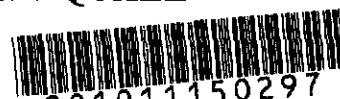
#

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE: INSERT LEGAL OF ESAEMENT HERE

LEGAL DESCRIPTION ATTACHED AS
"EXHIBIT B"

EACH PARTY AGREES AS FOLLOWS:

- 1. MAINTENANCE. THE PARTIES SHALL MAINTAIN AND REPAIR THE EXISTING ROAD. ALL PARTIES SHALL SHARE EQUALLY IN THE EXPENSES FOR NORMAL MAINTENANCE AND REPAIR. NO EXPENSE SHALL BE INCURRED BY ANY PARTY WITHOUT UNANIMOUS CONSENT OF ALL OTHER PARTIES HERETO. SUCH CONSENT SHALL BE IN WRITING, SIGNED BY ALL PARTIES, WITH A COPY DELIVERED TO EACH PARTY.**
- 2. PAYMENT. THE COST FOR AGREED MAINTENANCE AND REPAIR SHALL BE BORNE AND SHARED EQUALLY BY**



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THE OWNERS OF THE PARCELS HAVING EQUAL ACCESS THEREFROM. IN THE CONSENT TO REPAIR, THE PARTIES SHALL DESIGNATE A PARTY TO BE THE AGENT FOR CONTRACTING OR UNDERTAKING THE AGREED REPAIR OR MAINTENANCE AND TO COLLECT EACH PARTY'S SHARE OF THE COST THEREOF

- 3. SUCESORS IN INTEREST. THIS AGREEMENT IS BINDING ON THE HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST OF THE PARTIES.**
- 4. UNDERGROUND UTILITY REPAIRS. WHENEVER CHANGES TO OR EMERGENCY REPAIRS ARE REQUIRED TO THE UNDERGROUND SERVICING SYSTEMS (GAS, WATER, ELECTRICITY, SEWER, CABLE AND PHONE) THAT REQUIRE BREAKING THE SURFACE OF THE EASEMENT PROPERTY TO CONDUCT REPAIR OR CHANGE, THE PROPERTY OWNER AND OTHER PARTIES HAVING SERVICE SYSTEMS WITHIN THE EASEMENT AREA SHALL BE NOTIFIED IMMEDIATELY. THE METHOD USED TO EXPOSE THE SERVICE SYSTEM FOR CHANGE OR REPAIR SHALL BE AGREED TO BY THE PROPERTY OWNER PRIOR TO INITIATION.**
- 5. DAMAGE. IT IS ALSO UNDERSTOOD AND AGREED THAT IF THE OWNER OF A PARCEL HAVING ACCESS OVER THIS EASEMENT DAMAGES OR DISTURBS THE SURFACE OF THE ROADWAY OVER THIS EASEMENT, (OTHER THAN NORMAL AUTOMOBILE AND SERVICE INGRESS AND EGRESS.) THEN HE/SHE SHALL BE RESPONSIBLE TO IMMEDIATELY RESTORE THE ROAD SURFACE TO AS NEARLY AS POSSIBLE THE CONDITION IN WHICH IT EXISTED PRIOR TO BEING DISTURBED.**
- 6. UNPAID COSTS OR UNREPAIRED DAMAGE TO BE A LIEN ON LAND. IN THE EVENT A PARTY DOES NOT PAY HIS OR HERS PRO RATA SHARE ON COSTS WITHIN THIRTY (30) DAYS AFTER IT IS REQUESTED OR A PARTY**



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RESPONSIBLE FOR DAMAGE TO THE ROADWAY DOES NOT IMMEDIATELY CORRECT THE DAMAGE, THEN THE REMAINING PARTIES SHALL BE ENTITLED TO CLAIM A LIEN AGAINST THE NON-PAYING OR NON-PERFORMING PARTY'S PARCEL OF PROPERTY, AND TO BRING SUIT FOR SUCH COSTS INCURRED THEREBY. SAID LIEN SHALL BE FORCLOSABLE AS A MORTGAGE PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON.

Chaf Hallingstad
 OWNERS NAME

Notary Public
 State of Washington
 LAURA KRISTINE FERGUSON
 My Appointment Expires June 20, 2013

Vicki L Hallingstad
 OWNERS NAME

Notary Public
 State of Washington
 LAURA KRISTINE FERGUSON
 My Appointment Expires June 20, 2013

OWNERS NAME

OWNERS NAME

Other owners / parcels / lots:

- WADDELL / ANDERSON - P65699 - LOTS 13, 14, 15
- NOLAN / BLAKE - P65700 - LOTS 16 + 17
- HALLINSTAD - P65701 - LOTS 18 + 19
- ANDERSON - P65715 - LOTS 20
- PATRICK - LOTS 21, 22, 23, 24
- WARD - P65708 - LOT 25
- MCINTYRE / BROWN - P65711 - LOT 26



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EXHIBIT A

Lots 18, 19 and 38, Block 1, HOLIDAY HIDEAWAY NO. 1, according to the plat thereof recorded in Volume 8 of Plats, Pages 36 through 42, records of Skagit County, Washington;

EXCEPT that portion of said Lot 38, lying East of the East line of Section 7, Township 35 North, Range 2 East of the Willamette Meridian.



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