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ROAD MAINTENANCE AGREEMENT

T-54729

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This Agreement is hereby entered into this 30th day of June, 1984, between the below listed parties as owners of the listed parcels under the following terms and conditions.

1. PARTIES

- a) TOM BUGGIA, a single man, as owner of the property described:
Parcel 1, S 1/2 NW 1/4 SW 1/4, Section 9, Township 36 North, Range 3 East, W.M.
- b) TOM BUGGIA, a single man, as owner of the property described:
Parcel 2, N 1/2 NW 1/4 SW 1/4 Section 9, Township 36 North, Range 3 East, W.M.
- c) NORMAN H. DAHLSTEDT and PATRICIA LOUISE DAHLSTEDT, husband and wife, as owners of the property described: Parcel 3, S 1/2 SW 1/4 NW 1/4, Section 9, Township 36 North, Range 3 East, W.M.
- d) NORMAN H. DAHLSTEDT and PATRICIA LOUISE DAHLSTEDT, husband and wife, as owners of the property described: Parcel 4, N 1/2 SW 1/4 NW 1/4, Section 9, Township 36 North, Range 3 East, W.M.
- e) NORMAN H. DAHLSTEDT and PATRICIA LOUISE DAHLSTEDT, husband and wife, as owners of the property described: Parcel 5, S 1/2 NW 1/4 NW 1/4, Section 9, Township 36 North, Range 3 East, W.M.
- f) NORMAN H. DAHLSTEDT and PATRICIA LOUISE DAHLSTEDT, husband and wife, as owners of the property described: Parcel 6, N 1/2 NW 1/4 NW 1/4, Section 9, Township 36 North, Range 3 East, W.M.

2. COVENANT TO RUN WITH THE LAND

All parties signing herein agree that the terms of the Agreement shall be binding on successors, heirs and assigns of the signing parties. These covenants are intended to be covenants that run with the land.

3. DESCRIBED EASEMENT

The Road Maintenance Agreement is entered into for the purpose of providing for the maintenance of the following described easement for ingress, egress and utilities benefiting Parcels 1-6, inclusive, described above over, under and across a strip of land 40 feet wide which is described on Exhibit "A".

4. DIVISION OF MAINTENANCE COSTS

All parties agree that the maintenance costs and expenses for the easement road described in paragraph 3 shall be divided as follows:

- a) The maintenance of the easement section crossing the Buggia parcel "1" shall be borne one sixth by the owners of each parcel as listed in Paragraph 1.
- b) The maintenance of easement section crossing parcel "2" to the point it leaves the parcel shall be born one fifth by the owners of each parcel 2, 3, 4, 5, and 6.

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4. DIVISION OF MAINTENANCE COSTS (Continued from previous page)

- c) The maintenance of easement section crossing parcel "3" to the point it leaves the parcel shall be born one fourth by the owners of each parcel 3, 4, 5, and 6.
- d) The maintenance of easement section from a point that it leaves parcel "3" to a point where it enters parcel "5" shall be born one third by the owners of parcel 6 and one third by the owners of parcel 5 and one third by the owners of parcel 4.
- e) The maintenance of easement section from a point that it leaves parcel 4 to a point where it enters parcel 6 shall be born one half by the owners of parcel 6 and one half by the owners of parcel 5.

5. SUBDIVISION

In the event any of the above parties or their successors subdivide his parcel, then the new owners of the newly created and sold parcels shall be obligated to contribute pro-rata a full share to the road maintenance.

6. DECISIONS CONCERNING MAINTENANCE

Any decision to expend funds for maintenance of the easement road shall be approved by at least 4/6 of the then owners of the property responsible for the maintenance of that section of the easement as spelled out in Section 4 above. Any individual owner may make such improvements or maintenance to the road he so desires. However, such expenses will be reimbursed by the property owners only upon approval of 3/5 of the property owners.

7. LIENS

Any approved expenses shall be paid by the property owners as set forth in paragraph 4. If any such pro-rata expense is not paid by the property owner, then it shall constitute a lien against the property. This lien shall be forecloseable as a Mechanics Lien.

8. OWNERS DEFINED

Owner shall mean the fee title owner, unless the property is being sold on a real estate contract, in which case it shall mean the contract purchaser, or if the property is subject to a Deed of Trust it shall mean the grantor.

- 9. The use of said road system being hereby established shall be subject to the terms and conditions of that certain "Mutual Conveyance of Easement" with Scott Paper dated August 10, 1973, recorded September 14, 1973, under Auditor's File No. 790797.

10. The dedication of strip #2 described on Exhibit "A" hereto attached shall not be construed to mean that Dahlstedt who presently owns said Parcels 3, 4, 5, and 6 has agreed to construct road in behalf of future owners. The cost of construction shall be born on the same pro-rata basis as established herein for the maintenance thereof by future owners of said parcels as the need shall hereinafter arise.

IN WITNESS WHEREOF, the owner has hereunto set his hand.

Tom Buggia Norman H. Dahlstedt
Patricia Louise Dahlstedt

STATE OF WASHINGTON

County of Skagit

On this day personally appeared before me TOM BUGGIA, a single man, to me known to be the individual 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 19 day of July, 1984.

Josephine
Notary Public in and for the State of
Washington, residing at

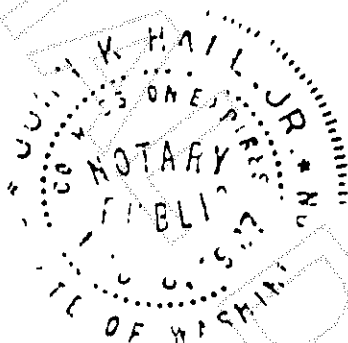
STATE OF WASHINGTON

County of Skagit

On this day personally appeared before me NORMAN H. DAHLSTEDT and PATRICIA LOUISE DAHLSTEDT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of July, 1984.

John K. Kase, Jr.
Notary Public in and for the State of
Washington, residing at Mount Vernon.



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EXHIBIT "A"

STRIP #1:

That certain 40 foot road described and/or delineated in that "Mutual Conveyance of Easement" between Scott Paper Company, a Pennsylvania Corporation and Norman Dahlstedt by instrument dated August 10, 1973, and recorded September 14, 1973 under Auditor's File No. 790797, as said strip lies within the West 1/2 of the West 1/2 of Section 9, Township 36 North, Range 3 East.

STRIP #2:

A 40 foot strip to be hereinafter located the centerline of which shall begin at approximately the most Northerly point of said strip #1 above within Parcel 3 and in the West 1/2 of the West 1/2 of said Section 9, Township 36 North, Range 3 East, W.M.;
thence Northerly through Parcels 3, 4, and 5 within said West 1/2 of the West 1/2 of said Section 9 to the South line of Parcel "6". Said 40 foot road to be hereinafter constructed shall follow a reasonable course through said parcels where said access road can be most economically and feasibly located and constructed.

REQUEST OF

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