

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

After recording return to:
Patrick M. Hayden
P.O. Box 454
Sedro-Woolley, WA 98284

92 OCT 12 P 3:33

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

OCT 12 1992

RECORDED... FILED...
REQUEST OF

Amount Paid \$
Skagit Co. Treasurer
By Deputy

9210120097

**ROAD EASEMENT AND ROAD CONSTRUCTION, REPAIR AND
MAINTENANCE AGREEMENT
of GRACE LANE MAINTENANCE ASSOCIATION**

This agreement is made for the purpose of construction, repair and maintenance of the 30-foot private road to be known as Grace Lane, described below, situated in Skagit County, Washington. The parties to this agreement include all property owners served by these roads and the agreement is intended to allocate road construction, repair and maintenance costs to all owners benefiting by the present and potential use of these roads on a proportional share basis.

A. Easement

The undersigned owners of that certain real estate legally described below, situated in Skagit County, Washington, quit claim and dedicate a non-exclusive thirty (30) foot easement for ingress, egress and utilities over, across and under that property described as follows:

That portion of the following described property lying within the Northeast quarter of the Southeast quarter of said Section 17, Township 35 North, Range 7 E. W. M., being five (5) feet on each side of the North 693.44 feet of the following described centerline of an existing easement as shown on a survey recorded in Skagit County Auditor's File No. 92071701271, and described as follows:

Beginning at the Southwest corner of said Northeast quarter of the Southeast quarter, thence North along the West line thereof 322 feet; thence East 445 feet to a point hereinafter designated as "Point X" and the true point of beginning of said centerline; thence South to a point on the South line of said Northeast quarter of the Southeast quarter that is 422 feet East of the Southwest corner thereof; thence South parallel to the West line of said Government Lot 1, to the North line of the County road running through said Government Lot 1 and the Southern terminus of said centerline; thence beginning again at said "Point X" and running North to a point that is 510 feet East and 12 feet South of the Northwest corner of said Northeast quarter of the Southeast quarter and the Northern terminus of said centerline.

Said thirty (30) foot easement shall be for the use and benefit of those parcels over which it traverses, owned by grantors, as described above, and not for additional property except as provided herein.

B. Road Maintenance Association

The owners of the real property described above form a non-profit road maintenance association called Grace Lane Maintenance Association (hereinafter "association"), for the purpose of constructing, repairing and maintaining the road described above. The association shall adopt

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bylaws consistent with this agreement, and shall hold meetings, elect officers and committee members, and otherwise do all things lawful and necessary for these purposes. The powers of the association shall be more specifically set forth in the bylaws. The association may elect to do business as a non-profit corporation under the laws of Washington.

C. Construction, Repair and Maintenance.

Responsibility for and costs of road construction, repair and maintenance shall be apportioned to the lot owners currently using the road on a per-share basis as described herein. Each user of Grace Lane shall be assigned one share per lot or parcel. Yearly costs will then be charged to the lot owners in proportion to their use of the road, defined by the number of shares allotted to each owner.

Major construction or repair obligations borne by current share owners will be passed on to future road users and share owners where a majority of the road users elect to incur future expenses.

The parties hereto agree to donate the ground on which the road easements lie for the roads described in paragraph A above to Skagit County, at no cost, if Skagit County will assume maintenance therefore. This obligation shall be binding on purchasers, their heirs, their successors, assigns, and any party claiming any interest in the property through them.

D. Administration

A committee of lot owners will be formed for a term of two years to carry out construction, repair and maintenance planning on behalf of the association. Recommendations will be made to all share holders and the appropriate construction, repair and maintenance must be approved by majority vote of the shareholders. The committee's duties include: maintenance, repair and payment, financing, collecting dues and assessments, hiring contractors, and all other matters incidental and necessary to this agreement.

E. Shares Apportionment

1. Shares are initially apportioned under this agreement as follows: One share to each lot owner served by Grace Lane. (However Schulzes shall pay for the costs of construction of the initial road from Schulze Road to Myers' property, and shall pay and hold harmless Myers of the costs of his share for a period of two years from date, or until sale or conveyance by Myers, whichever occurs first.

2. This agreement defers initial assignment of cost shares to the owners of parcels over which the easement lies if they do not use the easement for access in any manner. Shares will be apportioned to these interests at time of subdivision (i.e., short plat approval) by said owners, or at a time when said owners begins regular usage of Grace Lane.

3. These apportionments will be reviewed and revised as provided in this agreement on an annual basis, or when significant traffic use changes occur. Where apportionment is changed between annual assessment periods, the charges will be prorated on a 12-month calendar basis.

4. Each assessed share shall have one vote in the association.

5. Notwithstanding the foregoing, one share shall not be apportioned more than one-half of the costs of maintenance, construction or repair.

F. Excessive Use:

In the event one or the other parties shall do damage to the above-described roads in excess of normal wear and tear, the party doing such damage shall be responsible to the association and owners for the cost of making the repairs necessitated from said excess use.

G. Revision:

This agreement shall be reviewed at a yearly meeting to be held between May 1 and June 1 of each year, and may be revised by a majority vote of all share interests.

H. Scope:

The undersigned, being all the owners of the properties described herein, hereby convey and reaffirm the right of each of the other undersigned parties hereto to use said Grace Lane for ingress, egress and utilities to all of the properties described herein, subject to the terms and conditions set forth herein.

It is understood and provided for herein that some of the properties subject to this agreement will be further subdivided and allowed usage of the three roads subject to the apportioning, to those new lots of new shares in the association. However, nothing in this agreement shall be construed as pre-authorizing extensions of these roads to serve properties not described herein, without approval of the majority vote of all share interests.

I. Enforcement:

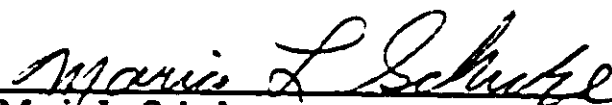
It is understood that the construction, maintenance, and repair of said roads is for the benefit of all property owners and the property, and may be enforced by the association or any member thereof for benefit of all property owners. The real property described herein of any such owner failing to pay his or her proportionate share or costs as provided herein shall be subject to a lien and assessment for said cost by the association; and any other property owner paying the share of a property failing to pay the same shall be entitled to a lien against said real property. Said lien may be foreclosed in the manner provided for foreclosure of mechanic's liens. This remedy is cumulative, and in addition to all other remedies provided by law, and is not exclusive.

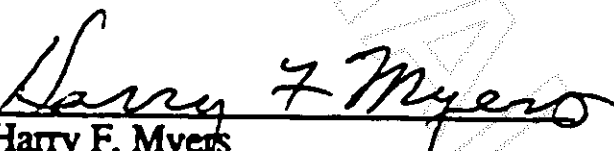
J. Binding Agreement:

This agreement is binding on the undersigned owners of that real property described above, their heirs, successors, and assigns and any parties claiming any interest in said property through the parties to the agreement.

DATED this 1 day of October, 1992.


Julius C. Schulze


Maria L. Schulze


Harry F. Myers



State of Washington)
) ss.
 County of Skagit)

On this day personally appeared before me Julius C. Schulze, Maria L. Schulze, and Harry F. Myers, 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 9 day of Oct., 1992.

Notary Public in and for the State of
 Washington, residing at: Adm - Woolley
 My Commission Expires: 10-1-96



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