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ISLAND TITLE COMPANY



200103090253
, Skagit County Auditor

3/9/2001 Page 1 of 3 3:53:39PM

ROAD MAINTENANCE AGREEMENT FOR TRACT A AND TRACT B

THIS AGREEMENT, made and entered into by and between THOMAS CONROY, a single man, hereinafter entitled "FIRST PARTY", and KATHRYN ALEXANDRA and JAY HAM, husband and wife, hereinafter entitled "SECOND PARTY".

WHEREAS, the First Party has this date sold to Second Party the following described real estate located in Skagit County, Washington.

Tract B of Skagit County Short Plat No. 93-054, as approved 11-4-94, and recorded 11-8-94 in volume 11 of Short Plats, page 139 under Auditor's file No. 9411080001, records of Skagit County, Washington being a portion of the E ½ of the W ½ of Section 14, Township 34 North, Range 1 East of the Willamette Meridian.

Parcel #P109910

WHEREAS, Second Party has reserved an easement for ingress and egress over, to, through and across a strip of land 20 feet in width lying just west of the east line of Tract A of Skagit County Short Plat No. 93-054

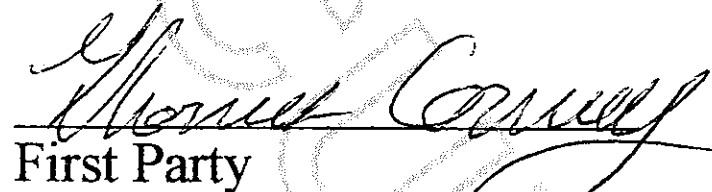
WHEREAS, it is the intention of the parties that First Party shall have equal right with Second Party to use that portion of a roadway to be constructed on said easement from the south line to the north line of Tract A, and

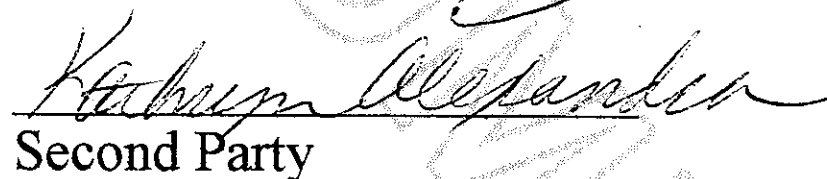
WHEREAS, it is understood that Second Party's use of said roadway shall be to service Tract B owned by Second Party lying north of Tract A.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Second Party shall be responsible for any further roadway construction on said easement from the south line thereof to the north line of Tract A. Said roadway shall be no wider than 12 feet. The roadway shall be constructed to minimize future maintenance and repair.
2. Second Party shall be responsible for the cost of maintenance and repair of said roadway and shall be maintained in as good a condition as possible.
3. First Party shall be responsible for maintaining the remaining easement on either side of the road surface.
4. The parties agree that the only use of the roadway shall be to service a single-family residence located on Second Party's property and to gain access and maintain the land on First Party's property. The roadway shall not be used for commercial purposes.
5. This agreement shall be binding upon both parties, their heirs, executors and assigns and shall be binding upon the real estate which the roadway serves.
6. All cost of construction, maintenance and repair of the roadway extending beyond the north property line of Tract A shall also be borne by Second Party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 7th day of March 2001.


First Party


Second Party


Second Party

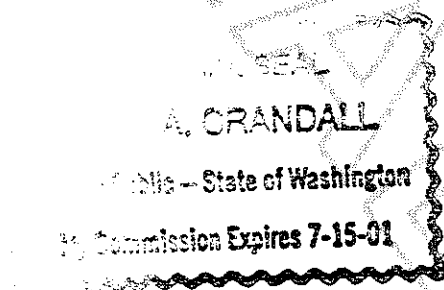



200103090253
Skagit County Auditor

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me THOMAS CONROY, KATHERYN ALEXANDRA and JAY HAM, 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 2th day of March 2001.




NOTARY PUBLIC
My Commission expires:
7-15-01



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Skagit County Auditor