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Skagit County Auditor

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Return to: Skagit Surveyors & Engineers  
806 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone: (360) 855-2121

COVER SHEET  
ROAD MAINTENANCE AGREEMENT

GRANTOR: Michael R. Perry

GRANTEE: Michael R. Perry

LEGAL DESCRIPTION: Portion of the northeast quarter of the northwest quarter, the southeast quarter of the northwest quarter, and in the southwest quarter of the northeast quarter of Section 1, Township 33 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P62076

ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 3862-000-071-0104

## ROAD MAINTENANCE AGREEMENT

This agreement is hereby entered into this 21st day of May 2002, between the parties listed below as owners of the listed properties, under the following terms and conditions:

1. PARTIES:
  - A. Michael R. Perry a married individual owner of the described Property. P62076 Lots 1-4.
2. COVENANT TO RUN WITH THE LAND: All parties signing herein agree that the terms of this agreement shall be binding on the successors, heirs and assigns of the signing parties. These covenants are intended to be covenants that run with the land.
3. DESCRIBED EASEMENT: There is located on the above properties or adjacent thereto an existing private road named Majestic Ridge Lane which services all of the properties hereto described for access to a public road known as West Big Lake Boulevard. To the extent that the said private roadway runs over and across any of the above described parcels of property, each of the parties hereto grant unto the others an easement over and across the said private road for ingress and egress and utility purposes.
4. DIVISION OF MAINTENANCE COSTS: All parties agree that the costs and expenses for the maintenance and upkeep of the easement road described in Paragraph 3 shall be shared jointly by the properties described.
5. SUBDIVISION: In the event any of the above owners or their successors subdivides his property, then the new owners of the newly created and sold parcels shall be obligated to contribute pro rata a full share of the road maintenance as provided in Paragraph 4 above.
6. DECISIONS CONCERNING MAINTENANCE: Any decision to expend funds for maintenance of the easement road shall be approved by a majority of the then owners of the parcels described above. Any individual owner may make such improvements or maintenance to said road as he so desires. However, such expenses will be reimbursed by the property owners only upon obtaining the approval of a sufficient number of the remaining property owners to obtain a majority.
7. LIENS: Any approved expenses, as provided in Paragraph 6 above, 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, in favor of those who paid said obligation. This lien shall be foreclosable as a mechanic's lien.



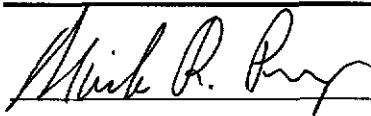
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8. OWNERS DEFINED: Owner shall mean the fee title owner unless the property is being sold on Real Estate Contract, in which case it shall mean the Contract Purchaser, or if the property is subject to a Deed of Trust, it shall mean the Grantor. Each property shall be entitled to one vote unless subdivided, then each segregated property shall have a vote together with a prorated share of the responsibility to pay any obligations owing as set forth in Paragraphs 4 and 5 above.
9. The private road referred to herein (Majestic Ridge Lane) and the maintenance agreements herein set forth are given in clarification of easements previously established in favor of the properties described. This agreement and its terms is not intended to extinguish or diminish in any fashion such rights of access previously created in favor of the properties described.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.



Michael R. Perry

STATE OF WASHINGTON                    )  
  ) ss  
COUNTY OF SKAGIT                    )

I certify that I know or have satisfactory evidence that Michael R. Perry is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 7-24-02

Signature:   
(Print name) DONNA J. HEERSPINK



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires 11-08-04



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