

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273



200211140042
Skagit County Auditor

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ROAD COST SHARING AGREEMENT

Grantor (s) DAVID L. ANDERSON & VIRGINIA L. ANDERSON, husband and wife
Grantee (s) SEAVIEW HOMEOWNERS ASSOCIATION, a Washington non-profit
corporation

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal: Lot 46, SP#21-89 and ptn. Tract D

Additional Legal on page(s)

Assessor's Tax Parcel No's: 340110-0-020-0508, P19094, P19489

THIS AGREEMENT is entered into between, DAVID L. ANDERSON & VIRGINIA L. ANDERSON, husband and wife; (hereinafter "Grantor") and SEAVIEW HOMEOWNERS ASSOCIATION, a Washington non-profit corporation, (hereinafter "Grantee");

In consideration of the full and final resolution of all claims between Grantor and Grantee with respect to:

- (i) the obligation of Grantor to follow the Declaration of Covenants, Conditions and Restrictions of Seaview III, filed under Skagit County Auditor's file number 8911160033;
- (ii) any claims by Grantor against Grantee or Grantee's members arising out of or relating to the delay of construction of Grantor's home;
- (iii) Grantor's obligation to pay for the costs of a shared easement;

Now therefore, Grantor and Grantee hereby agree as follows:

Road Cost Sharing Agreement

I. DESCRIPTION OF EASEMENT

This agreement establishes cost sharing for the road and utilities easements (hereinafter referred to as "the Easements") set forth in the Plat of Seaview, Div. No. 3, as recorded in the records of the Skagit County Auditor, Skagit County, Washington, Volume 14 of plats, pages 99-100.

II. AGREEMENT IS APPURTENANT

The Grantors own real property located in Skagit County, Washington, which property is legally described in Exhibit "A", which is attached hereto and incorporated by this reference. Grantors' property uses and benefits from the Easements.

This Agreement is to be held by Grantor and Grantee, their heirs and successors and assigns as appurtenant to the lands owned by Grantor and Grantee adjoining to said easements and shall run with the land.

III. OBLIGATION FOR COST SHARING

Grantor hereby agrees to pay from time to time an amount to the Grantee which amount is equal to the regular annual assessments assessed against the property owners of the Seaview Homeowners Association by the Seaview Homeowners Association. Such amounts shall be payable at the same time as the assessments against the members of the Seaview Homeowners Association become due. The amounts paid by the Grantor shall be considered Grantor's equitable contribution towards the costs associated with the roads and other benefits of the Easements. However, Grantor shall be entitled to one credit each year of thirty five dollars (\$35.00) to reflect that portion of the assessments which are spent on non-road related items.

The intent of Grantor and Grantee in executing this Agreement is to provide for Grantor to equitably contribute to the cost of the Easements. The Grantor and Grantee have agreed to accomplish this goal by having Grantor pay all regular assessments to the Seaview Homeowners Association as if Grantor were a member of the Seaview Homeowners Association, while providing a credit to reflect the fact that the Seaview Homeowners Association pays some costs towards items such as insurance for the officers and directors of the Seaview Homeowners Association, which do not directly benefit Grantor.

IV. PAYMENT

Grantor and each subsequent owner of Grantor's property, by virtue of this Agreement or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of assessments by the Seaview Homeowners Association as provided herein by means of annual assessments as may be established by the Association. All such assessments, including any interest, costs and reasonable attorney's fees



actually incurred, shall be a charge upon the land and shall be a continuing lien upon the Grantor's property. Additionally, each assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall be a personal obligation of the person who was the owner of such lot at the time the assessment fell due.

All sums expressed as against Grantor's property pursuant to this Agreement, together with interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be a secured lien on such lot in favor of the Seaview Homeowners Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other persons acquiring liens or encumbrances on the Grantor's property after this Agreement shall have been recorded shall take subject to this Agreement and all such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days of the date a written notice of the assessment is mailed to the Grantor's address as shown in the records of the Skagit County Assessor, a lien as herein provided shall attach and, in addition, the lien shall include interest at twelve percent (12%) or a rate not to exceed the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees actually incurred, and other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Seaview Homeowners Association may institute suit to collect such amounts or to foreclose its lien. Grantor vests in the Board of Directors of the Seaview Homeowners Association, or its agents, the right and power to bring all actions against him/her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as any other liens for the improvement of real property. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments.

V. BENEFITS AND BURDENS

Benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind Grantor's and Grantee's property, and their respective heirs, successors, and assigns and all persons possessing the property by, through and under the parties hereto and their respective heirs, successors and assigns.

VI. EFFECT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantee shall not seek to enforce those certain covenants, conditions or restrictions against Grantor, which covenants, conditions or restrictions are set forth in Skagit County Auditor's File Number 9307120076, unless Grantor subjects Grantor's property to the covenants, conditions or restrictions by recording a document to that effect after the date of this Agreement.



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Grantee hereby releases, acquits, and forever discharges Grantor, their agents, successors, and assigns, and each and all of them from any and all claims, demands, damages, suits, actions, and causes of action of any kind or nature arising out of or relating to any matter prior to the date of this Agreement.

Grantor hereby releases, acquits, and forever discharges Grantee, their agents, successors, and assigns, and each and all of them from any and all claims, demands, damages, suits, actions, and causes of action of any kind or nature arising out of or relating to any matter prior to the date of this Agreement.

VI. MISCELLANEOUS PROVISIONS

There are no verbal or other agreements that may modify or affect this Agreement. There are no other agreements between the parties for cost sharing relating to any easements other than those described herein and this Agreement shall not be construed as applying to any easements or costs not specifically described herein. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

DATED this 15th day of October, 2002.

GRANTOR

David L. Anderson
DAVID L. ANDERSON

Virginia L. Anderson
VIRGINIA L. ANDERSON

GRANTEE

SEAVIEW HOMEOWNERS ASSOCIATION

By: [Signature]

Its: President Seaview Homeowners



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State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that **DAVID L. ANDERSON** 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.

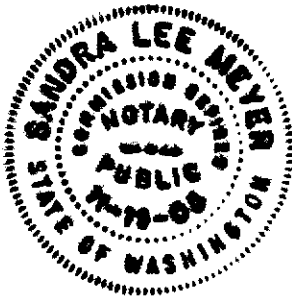
Dated: 15 October 2005

NOTARY PUBLIC

Sandra Lee Meyer
(Signature)

Sandra Lee Meyer
(Print or Type Name of Notary)

My appointment expires 19 Nov 2005



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that **VIRGINIA L. ANDERSON** 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.

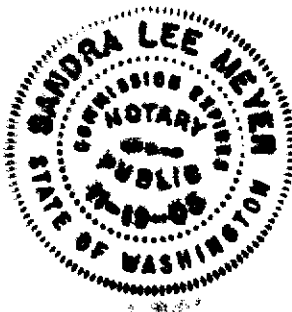
Dated: 15 October 2005

NOTARY PUBLIC

Sandra Lee Meyer
(Signature)

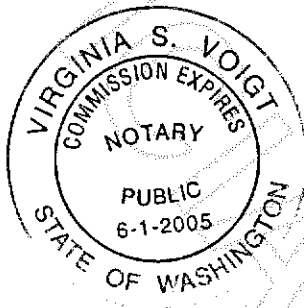
Sandra Lee Meyer
(Print or Type Name of Notary)

My appointment expires 19 Nov 2005



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Michael Gumm is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the **SEAVIEW HOMEOWNERS ASSOCIATION**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 11/5/02

NOTARY PUBLIC

Virginia S. Voigt
(Signature)

Virginia S. Voigt
(Print or Type Name of Notary)

My appointment expires 6/1/05



EXHIBIT A

Legal Description of Grantor's Property

Lot 46 of Short Plat 21-89 as recorded under Skagit County Washington Auditor's File Number 8907250059.


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