

Filed for Record at Request of:

Douglas L. Small
8817 Bowdoin
Edmonds, WA 98026



200606230105
Skagit County Auditor

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ROAD MAINTENANCE AGREEMENT

Grantor(s) Thad Balsmider, Douglas L. Small, and Larry Pinnow
Grantee The Public
Legal Description: BLA 62001, AF No. 200308220158 7-34-2
Tax Parcel Number: Portion of P20045, P20044 and P20064

This Road Maintenance Agreement is drawn up to cover the use of the Olsen Lane road system, being 50 feet in width, as shown and located with in BLA 62001 and any other main roads hereafter constructed on the attached described Property, (driveways not included) and shall be for the sole use of the aforementioned tax parcels.

COVENANTS

1. The Undersigned, their Heirs and Assigns, shall be responsible (on a prorated basis in proportion to each party's use of the same) for the cost of maintaining and repairing the road on the easement described on the attached page.
2. All improvements to said road, other than general repairs and upkeep, shall require agreement between all parties.
3. If the road is substantially damaged by the activities of one Landowner (including his Employees or Agents), that Landowner shall be responsible for repairing the damage at his own expense.
4. No derelict equipment, i.e. automobiles, RV's, trailers, etc, things not related to the care and maintenance of the road and drainage system, shall be left in the road right-of-way for more than 24 hours. Said equipment will be removed at the expense of the property owner.
5. Meetings may be held to discuss the road and its maintenance at the request of any Land owner. Except in an emergency, at least ten (10) days notice shall be given to all adult Landowners stating the Time and Place of the meeting.
6. All further sub-divisions of the current properties, and the owners thereof, shall be subject to this Agreement.
7. In the event the Parties are unable to agree to any matter covered by this agreement, including specifically, but not limited to the necessity for road repair work of road maintenance work, the disputed shall be settled by a single Arbitrator who shall direct any settlement he deems equitable under the circumstances. The Arbitrator shall be appointed by the presiding Judge of the Skagit County Superior Court upon request of any party bound by this agreement in any court of competent jurisdiction in Skagit County, Washington, and the losing Party shall pay all cost in connection therein, including reasonable Attorney's fees in any amount set by the court.

8. The Covenants contained in paragraphs 1 through 5 shall run with the Land and be binding and effective as to the parties hereto, their Respective Successors in interest, and their respective Parties of Real Property, forever. Provided, Modification may be made at any time by the County Assessor's office of the Property bound by this agreement. Any modification shall be evidenced by a suitable instrument filed for Public Record.

Dated this _____ day of _____, 20____.

Thad Balsmider

Douglas L. Small
Douglas L. Small

Larry Pinnow

STATE of WASHINGTON

COUNTY of Snohomish

On this 12th day of May, 2006, personally appeared before me, Douglas L. Small to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Printed Notary Name

NOTARY PUBLIC in and for the State of WA

residing at Snohomish, WA

My Appointment Expires



200606230105
Skagit County Auditor

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Print Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

My Appointment Expires _____

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me, _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Printed Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

My Appointment Expires _____



200606230105

Skagit County Auditor

8. The Covenants contained in paragraphs 1 through 5 shall run with the Land and be binding and effective as to the parties hereto, their Respective Successors in interest, and their respective Parties of Real Property, forever. Provided, Modification may be made at any time by the County Assessor's office of the Property bound by this agreement. Any modification shall be evidenced by a suitable instrument filed for Public Record.

Dated this 31 day of March, 2006.

Thad Balsmider

Douglas L. Small

Larry Pinnow
Larry Pinnow

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me, _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Printed Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

My Appointment Expires



200606230105
Skagit County Auditor

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Print Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

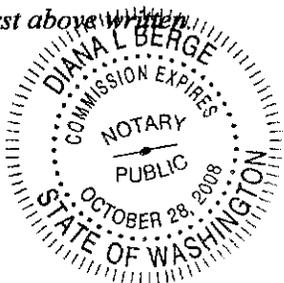
My Appointment Expires _____

STATE of WASHINGTON

COUNTY of Skagit

On this 31st day of March, 2006, personally appeared before me, Larry Pinnow to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Diana L. Berge

Notary Signature

Diana L. Berge

Printed Notary Name

NOTARY PUBLIC in and for the State of WA,

residing at Anacortes

My Appointment Expires 10/28/2008



200606230105
Skagit County Auditor

Dated this 9TH day of JUNE, 2006

Thad Ballsמידer

Douglas L. Small

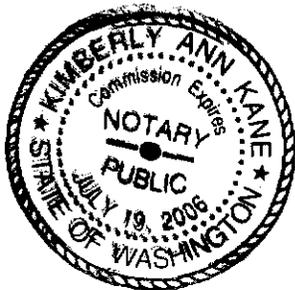
Larry Pinnow

STATE of WASHINGTON

COUNTY of SKAGIT

On this 9TH day of JUNE, 2006, personally appeared before me, THAD BALLSMIDER to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that HE signed and sealed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Signature

Printed Notary Name

NOTARY PUBLIC in and for the State of WA

residing at Anacortes, WA



200606230105
Skagit County Auditor

My Appointment Expires

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Print Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

My Appointment Expires

STATE of WASHINGTON

COUNTY of _____

On this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the written instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Signature

Printed Notary Name

NOTARY PUBLIC in and for the State of _____

residing at _____

My Appointment Expires

