

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Earl R. Noar
6067 Central Ave.
Anacortes, Wa.
98221



200607140135
Skagit County Auditor

7/14/2006 Page 1 of 4 12:51PM

ROAD MAINTENANCE AGREEMENT

GRANTORS: RKSJ, L.L.C., a Washington limited liability company

GRANTEES: RKSJ, L.L.C., a Washington limited liability company

Legal Description:

Abbreviated Form: Lots 1&2, SP PL04-0556

Additional on Page: 1, 2, 3

Assessor's Tax Parcel Nos: P124147, P124148

THIS AGREEMENT is entered into between, RKSJ L.L.C., a Washington limited liability company and RKSJ L.L.C., a Washington limited liability company.

I. AGREEMENT

The parties hereto are the owners of Lot 1, Pangea Vista 1, Skagit County Short Plat PL04-0556 recorded under Auditor's File No. 200602210059 and Lot 2, Pangea Vista 1, Skagit County Short Plat PL04-0556 recorded under Auditor's File No. 200602210059. The owners of said Lot 1 and Lot 2 herein agree to equally split the maintenance costs of the common access roadway described in the attached Exhibit "A".

II. BENEFITS AND BURDENS

Benefits, burdens and covenants of this Agreement shall be deemed to run with the land and bind the property Owners of said Lot 1 and Lot2, 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.

III. MAINTENANCE - OBLIGATIONS OF THE PARTIES

- 1) **Standard of Maintenance.** The easement property shall be maintained in a safe and reasonably good condition consistent with County standards for private roads. Such maintenance shall include, without limitation, removal of obstructions, plant overgrowth and miscellaneous debris; filling and repairing of holes and other defects; maintaining any appurtenant ditches, culverts, and drain pipes; grading the road surfaces as well as addition of crushed rock or other materials required to keep the road surface in reasonably good condition; and all other undertakings of any kind or nature whatever required to maintain the easement property in a reasonably serviceable and functional state of repair. The surface of the easement shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of their respective parcels.
- 2) **Proportional Obligations.** The owners shall equally share the maintenance obligations described hereunder proportionate to the number of lots existing at the time the procedure for initiating work is commenced in the manner described below.
- 3) **Procedure for Initiating Work.** In the event that any Owner desires to have maintenance work done at common expense, the Owner may petition for maintenance and repair of the easement. The petition shall be carried out by circulating a notice by personal delivery or certified, return receipt requested mail to the other Owners, explaining the maintenance or repair desired and the expected cost. If, after fourteen days from the date of delivery of the petition, non objection to the work has been received in writing by the petitioner, the work may be ordered and each party shall remit its proportionate share of the cost within five days after receipt of an invoice from the contractor performing the work. If any objection is received within fourteen days of the date of delivery, then the parties shall submit to binding arbitration of the dispute in accordance with this Agreement.
- 4) **Obligation to Pay.** Any amount which a party is obligated to pay pursuant to this Agreement shall constitute a lien on that portion of the property owned by such party, which may be foreclosed in the same manner as a lien pursuant to R.C.W. 64.04, including the provisions therein for an award of attorney's fees, costs and interest.

IV. DISPUTE RESOLUTION

The parties agree to exercise their best efforts in good faith to resolve problems associated with the easement. Should the parties be unable and willing to amicably resolve any dispute concerning this agreement, including the interpretation of this agreement, then they agree to submit to binding arbitration under the Rules of Mandatory Arbitration for Skagit County, Washington, regardless of the nature of the dispute or the amount in controversy, and the parties agree that the results reached in such arbitration shall be binding and unappealable. The prevailing party shall be entitled to reasonable costs and attorneys fees.



EXHIBIT "A"

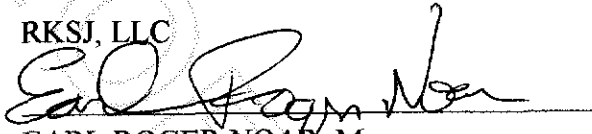
The common access roadway portion is described as follows:

A 20.00 foot wide strip of land being 10 feet on each side of the following described line:
Commencing at the Southeast corner of Lot 2, Pangea Vista 1, Skagit County Short Plat PL04-0556 recorded under Auditor's File No. 200602210059;
Thence North $00^{\circ}13'03''$ East a distance of 38.50 feet;
Thence North $89^{\circ}46'57''$ West a distance of 14.50 feet to the true point of beginning;
Thence North $00^{\circ}13'03''$ East a distance of 95.00 feet and the termination of said line.



DATED this 14th day of July, 2006.

RKSJ, LLC

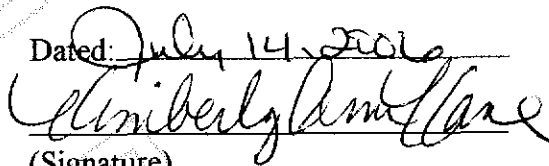

EARL ROGER NOAR, Manager

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that EARL ROGER NOAR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of RKSJ, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: July 14, 2006


(Signature)

NOTARY PUBLIC

Kimberly Ann Kane
Print Name of Notary

My appointment expires: July 19, 2010

Maintenance Agreement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 14 2006

Amount Paid \$ 0
Skagit Co. Treasurer
By nam Deputy



200607140135
Skagit County Auditor