

After recording return to:
Gary T. Jones
Jones & Smith
P. O. Box 1245
Mount Vernon, WA 98273



200608240119

Skagit County Auditor

8/24/2006 Page 1 of 4 1:39PM

MAINTENANCE AGREEMENT

Tax Parcel Nos. P38660
Abbreviated Legal: Lot 1 and 2 of Short Plat 97-0037

ROBERT LEWIS ENSLEY, a single man ("ROBERT" hereafter) owns Lots 1 and 2 of Short Plat 97-0037, recorded on 8/24/06 under Auditor's File Number 200608240119 in Section 8, Township 35 North, Range 5 East, W.M., records of Skagit County, Washington, burdened by an easement in favor of **TYLER ENSLEY, as single man** ("TYLER" hereafter), a perpetual nonexclusive easement for ingress, egress, and utilities over the westerly thirty (30) feet of said Lot 1 described as a roadway and utilities easement for the benefit of Lot 2 on the face of Short Plat No. 97-0037.

The parties ROBERT and TYLER declare and agree that the burden of the said Easement may not be extended to any other party by TYLER, his heirs, and assigns, without the prior approval of ROBERT, his heirs, or assigns, and the parties have a mutual interest in the use, maintenance and repair of the described easement.

ROBERT and TYLER declare that the following covenants, conditions, and restrictions on the above described easement for road and utilities purposes will bind each of them, their heirs and assigns:

1. The owners agree to convene an annual meeting during the month of May commencing May 2006 in order to consider the work required in the coming twelve (12) month period and to establish a budget for roadway maintenance and utility maintenance on the easement premises.

2. The principal for apportioning responsibility for work or financial contribution shall be in direct relationship to the usage of the road and utilities. In the absence of some overriding consideration allocation shall be 50/50 between TYLER and ROBERT as long as they are making non-exclusive use of the easement.

3. If road improvements or utility placement are commenced for the sole benefit of Lot 1 or Lot 2, the property owner of the benefited Lot shall be liable for all costs and expense incurred; provided that conventional rules regarding participation and late comer fees customary in the utility industry may be imposed on a lot or lots which benefit from improvements. Hook-up in lieu of assessment charges and meter or system fees shall not be shifted to the first user of utility improvements in the nonexclusive easement. All utility construction or improvement shall be done in accordance with laws, rules, regulations and jurisdictional requirements of the municipal corporation with jurisdiction. A party initiating road improvements or utility placement for the sole benefit of one Lot shall warrant to other uses of the non-exclusive easement that any work, improvements, or construction on the easement premises will be performed in a careful workmanlike manner, free of claims or liens against the property. The party initiating such work or their agents and contractors shall remove all debris and restore the surface of the property and the roadway as near as possible to its condition prior to the commencement of the work. It shall be the duty of the party initiating improvements to make provisions satisfactory to users of the non-exclusive easement for continued access along, over, and across the easement area during periods of construction. Prior to



commencement of any work or construction, the initiating party will notify all other non-exclusive users in writing of such plans, except in the case of an emergency requiring immediate action for the protection of the road surface or utilities in the easement.

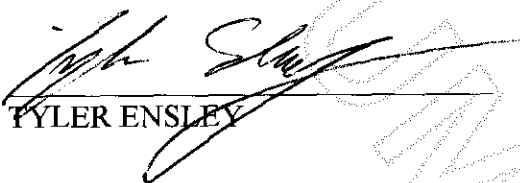
For work undertaken pursuant to the annual meeting and budgeting process contemplated by this agreement, failure to contribute will result in enforcement action by the party who carries out the work or conducts the business of the necessary repair and maintenance authorized at any annual meeting. When work is done pursuant to oral or written authorization under this agreement a party shall have a right to claim a lien for non payment within ninety (90) days after completion of the work and may prosecute the action directly or in the name of a contractor engaged by the owner to carry out budgeted work.

The parties pledge to release, indemnify, and promise to defend each other against any and all liability, damage, loss, or claim, including attorney's fees reasonably incurred, because of the negligence of a party to this Agreement or the breach of this Agreement.

The parties agree not to use the easement premises for parking, storage or any other obstruction of the easement way.

DATED this 17TH day of APRIL, 2006


ROBERT LEWIS ENSLEY


TYLER ENSLEY



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know, or have satisfactory evidence, that ROBERT LEWIS ENSLEY, a single man, is the person who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of April, 2006.

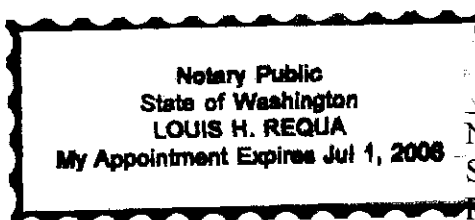


Gary T. Jones
NOTARY PUBLIC in and for the
State of Washington
Residing at Mount Vernon
My commission expires: 3/10/2010

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know, or have satisfactory evidence, that TYLER ENSLEY, as single man, is the person who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of April, 2006.



Louis H. Requa
NOTARY PUBLIC in and for the
State of Washington
Residing at Sedro-Woolley, WA
My commission expires: July 1, 2006

