



200811210032
Skagit County Auditor

11/21/2008 Page 1 of 5 10:01AM

When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

Road Maintenance Agreement

Grantors: (1) Robert V. Sjoboen & Marion L. Sjoboen, h/w
 (2) Paul E. Rogge & Belinda L. Rogge, h/w

Grantee: (1) Robert V. Sjoboen & Marion L. Sjoboen, h/w
 (2) Paul E. Rogge & Belinda L. Rogge, h/w

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 14 2008

Amount Paid
Skagit Co. Treasurer
By *DL* Deputy

Legal Description: Lot 1, Short Plat 94-044; Lot 1, Short Plat PL07-0253

Additional Legal Description Located on Page 2

Assessor's Property Tax Parcel or Account No.: P106634; P105111; P44493; P44167; P44195; P108125, and P44491

Reference Nos of Documents Assigned or Released: 9501170010

THIS AGREEMENT is made and executed effective Nov 10, 2008 by Robert V. Sjoboen & Marion L. Sjoboen, h/w ("Sjoboen"), and Paul E. Rogge & Belinda L. Rogge, h/w ("Rogge").

Recitals

a. Sjoboen is the owner of the following described real property, located in Skagit County, Washington ("Sjoboen property")

Lot 1, Short Plat PL07-0253, approved November 21, 2008, recorded under Auditor's File No. 200811210030, records of Skagit County, Washington.

- b. Rogge is the owner of the following described real property, located in Skagit County, Washington ("Rogge Property"):

Lot 1, Short Plat 04-044, approved January 4th, 1995, recorded under Auditor's File No. 95-1120094, in Volume 11 of Short Plats, pages 163 and 164, records of Skagit County, Washington, being a portion of Section 24, township 35 North, Range 9 East, W.M.

- c. The Rogge Property is benefitted by an easement described Short Plat 04-044 and referenced in that instrument dated November 10th, 1994 and recorded on January 17th, 1995 under Auditor's File No. 9501170010, records of Skagit County, Washington. The said easement is located on and burdens the Sjoboen Property.
- d. Short Plat PL07-0253 designates a portion of the Sjoboen Property as "Henry Lane". Part of Henry Lane is 100 feet wide, and the remainder is 60 feet wide. The existing easement benefitting the Rogge Property is located within the area of the 100 foot wide portion of Henry Lane.
- e. The parties have made an agreement concerning maintenance of Henry Lane, and wish to memorialize their agreement by this instrument.

Agreement

Therefore, in consideration of the mutual promises and covenants herein, the sufficiency of which is acknowledged by all parties, and for no monetary consideration, IT IS HEREBY AGREED AS FOLLOWS:

1. All expenses for maintenance and repair of that portion of Henry Lane which is delineated as being 100 feet wide on the face of Short Plat PL07-0253 shall be divided equally between Rogge and Sjoboen. All expenses for maintenance and repair of the remaining portion of Henry Lane shall be borne solely by Sjoboen.
2. No improvements to the road shall be made by any person without the approval of all of the lot owners responsible for the portion(s) of the roadways involved. No significant repair or maintenance expense shall be incurred, nor shall commitments (contractual or otherwise) be made to third parties, without the consent of all of the lot owners responsible for the portion(s) of the roadways involved, provided that such consent shall not be unreasonably withheld.
3. Notwithstanding any other provisions of this Agreement, any damage to the road

ROAD MAINTENANCE AGREEMENT



resulting from any action or omission of any of the owners of property benefitted by the road, including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense.

4. The provisions set forth herein shall touch, concern, and run with the lands and premises herein described. Any or all of the lot owners subject to the provisions of this Agreement are specifically given the right to enforce this Agreement via any proceedings, whether sounding in law, in equity, or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s). If any legal action or proceeding is brought arising from this Agreement or the duties or obligations imposed herein, then the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees and costs.
5. No waiver of a breach of any of the provisions hereof shall be construed as a waiver of any other breach of the same, nor shall failure to enforce or insist on the strict compliance with any of the provisions of this Agreement, either by forfeiture or otherwise, be construed as a waiver of that or any other provision herein set forth. The provisions herein set forth are to be construed as separate and independent of one another. The plural or singular forms of terms used in this Agreement are to be applied when the context requires it.
6. The provisions of this Agreement are to be perpetual in nature and cannot be modified or abrogated except by the unanimous written and acknowledged consent of all of the lot owners subject hereto. This Agreement shall be binding upon all present and future lot owners, and their heirs, successors and assigns, and all persons claiming under or through them, for the benefit of all future lot owners. This Agreement shall be fully enforceable against each lot that is the subject hereof as it is presently constituted, and shall in addition apply equally to all portions of each such lot in the event such lot is subdivided, partitioned or otherwise physically divided.

EXECUTED effective on the date first set forth above.

Robert V. Sjoeben 11/10/08
ROBERT V. SJOEBEN (date)

Marion L. Sjoeben 11-10-08
MARION L. SJOEBEN (date)

Paul E. Rogge 11/10/08
PAUL E. ROGGE (date)

Belinda L. Rogge
BELINDA L. ROGGE (date)

ROAD MAINTENANCE AGREEMENT

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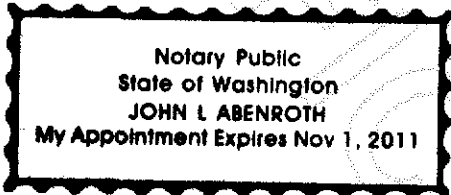
200811210032
Skagit County Auditor

11/21/2008 Page 3 of 5 10:01AM

STATE OF WASHINGTON)
)
) :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Robert V. Sjoboen, to me known to be one of the individuals described in and 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 10 day of NOV, 2008.

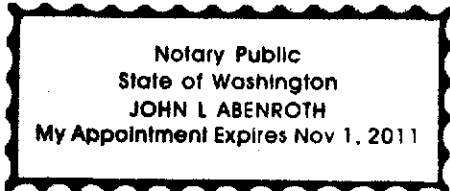


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Burlington.
My commission expires: 11/1/11
Name: John L. Abenroth

STATE OF WASHINGTON)
)
) :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Marion L. Sjoboen, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of NOV, 2008.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Burlington.
My commission expires: 11/1/11
Name: John L. Abenroth



STATE OF WASHINGTON)
) :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Paul E. Rogge, to me known to be one of the individuals described in and 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 10 day of NOV., 2008.

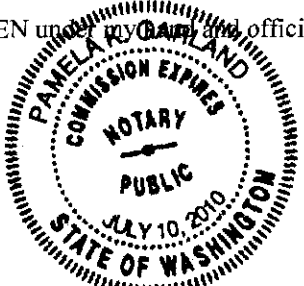


Pamela K. Garland
NOTARY PUBLIC in and for the State of Washington, residing at
Concrete
My commission expires: 7-10-2010
Name: Pamela K. Garland

STATE OF WASHINGTON)
) :SS
COUNTY OF SKAGIT)

On this day personally appeared before me Belinda L. Rogge, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of NOV., 2008.



Pamela K. Garland
NOTARY PUBLIC in and for the State of Washington, residing at
Concrete
My commission expires: 7-10-2010
Name: Pamela K. Garland

