

AFTER RECORDING MAIL TO:

Mervyn C. Thompson
Attorney at Law
709 S. 1st Street
Mount Vernon, WA. 98273



201212140139
Skagit County Auditor

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GRANTOR:

MYRON M. CHEEK, as Trustee of the Linda V. Cheek Testamentary Trust; and MYRON M. CHEEK, a married man, as his separate estate

GRANTEE:

MYRON M. CHEEK, as Trustee of the Linda V. Cheek Testamentary trust; and MYRON M. CHEEK, a married man, as his separate estate

ABBREVIATED LEGAL DESCRIPTION:

P24720: Ptn N NW NE S14 T34 R4EWM;

P24722: Ptn W NE NE S14 T34N R4EWM;

P96051: Ptn SW NE S14 T34N R4EWM; and

P24719: W NE NE S14 T34N R43EWM

ASSESSOR'S TAX PARCEL NOS.

340414-1-002-0006; P24719

340414-1-003-0005; P24720

340414-1-005-0003; P24722

340414-1-006-0101; P96051

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by MYRON M. CHEEK, as Trustee of the Linda V. Cheek Testamentary Trust; and MYRON M. CHEEK, a married man, as his separate property

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("Owners"). The Owners are the owners of that certain real property located in Skagit County, Washington, which is more particularly described in the attached Exhibit "A" and "B".

In consideration of the mutual promises and covenants herein, the Owners hereby agree as follows:

I. DESCRIPTION OF AGREEMENT

1) This agreement establishes cost sharing for a common access road (the "Road") shared by the Owners, which Road is commonly known as Glory to Glory Lane. The Road runs across the easement for ingress, egress and utilities described in the Easement for Ingress, Egress and Utilities document recorded under Skagit County Auditor's File Number 201103210165 and more particularly described in attached Exhibit "C" (the "Easement"). A map of short plat PL-12-0058 showing the Road is attached as Exhibit "D".

2) The intent of the parties in executing this agreement is to provide for maintenance and repair of the Road, including contribution to the payment of associated costs.

II. AGREEMENT IS APPURTENANT

The Owners agree and declare that all of the property described above in Exhibits A and B is, and will be, held, sold and conveyed subject to and burdened by the following agreement, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of said property, and further agree that this document shall be binding upon all parties acquiring any right, title or interest in the above described property or any part thereof, shall inure to the benefit of the owners thereof, and shall otherwise in all respects be regarded as covenants running with the land.

III. OBLIGATIONS FOR COST SHARING FOR ROAD

1) Decisions Concerning Maintenance. Any decision to take action to maintain the Road must be approved in writing by a majority of the eligible votes, as defined herein. Any written record of the vote shall be signed by those persons representing a majority of the eligible votes. Each lot identified on the attached Exhibits A and B shall be deemed to be a separate lot and each lot shall be entitled to one (1) vote, all of which votes shall constitute the eligible votes. If a lot is owned by more than one person, the one (1) vote for that lot shall be cast by them in such manner as they determine among the owners of the lot. If the owners of a lot are unable to agree how to cast the vote for that lot, then the vote for that lot shall not be counted.

2) Allocation of Costs. Any costs incurred in the performance of approved maintenance to the Road shall be divided into equal shares, with one share being allocated to the owner(s) of each lot.

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3) Subdivision. In the event the owner of any lot, or their successor, subdivides their property, then, following said subdivision, the owners of the newly created lots shall each have one (1) vote for each newly created lot. Any newly created lot shall receive one full share of the allocation of any costs pursuant to Section III (2) above.

4) Damage to Road and/or Easement. In the event an owner causes damage to the Road and/or Easement (for example: through the installation of utilities, other improvements, or the use of heavy equipment or abuse of the road), then that owner shall, as soon as it is reasonably possible, immediately restore the Road and/or Easement to as good or better condition as it was in prior to the damage by the owner. If the owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other owners after majority approval of the eligible votes (excluding the owner that caused the damage), shall have the right to repair the damage and to assess a lien against the owner's lots for the full cost of the repair.

5) Private Utilities. The owners acknowledge the existence of private utility lines running below the ground in the Easement and under the Road. Prior to an owner performing any digging in the Easement or Road area, such owner has the duty to locate those private utility lines so that those private utility lines are not damaged during the digging process. Such owner shall also have the duty to notify all other owners of his or her intent to perform such digging at least thirty (30) days prior to doing so. Should such owner damage another owner's private utility lines while digging in the Easement and Road areas, such owner will be liable to the other owner(s) for the costs of repairing the private utility lines as well as any consequential damages suffered by the other owner(s) as a result thereof, including reasonable attorneys' fees and costs incurred in seeking legal relief.

IV. ENFORCEMENT

1) Authorization of Lien; Personal Obligation. Each owner and each subsequent owner of any lot within the described subject property, by virtue of this agreement, or a subsequent acceptance of a deed therefore, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of maintenance and repairs to the Road and Easement as provided herein by means of any assessments that may be established by the majority vote of the eligible votes. Each assessment so established, together with interest, costs and reasonable attorney's fees required for any enforcement, shall also be a personal obligation of the person(s) who was/were the owner(s) of such lot(s) at the time of the assessment fell due. In addition, any owner who is the prevailing party in any litigation against a defaulting owner shall have the right to assess a lien against the defaulting owner for any and all assessments, sums, costs and attorneys' fees incurred by an owner in enforcing this agreement.

2) Priority of Lien for Assessments. All sums expressed as against any lot pursuant



to this agreement, together with any interest, costs and reasonable attorney's fees, as provided herein, shall be a charge upon the land and shall be a continuing lien upon the subject lot. The lien shall be for the benefit of the contributing owners for the repair or maintenance project giving rise to the lien and for the benefit of any owner who is a prevailing party in any litigation as set forth in Section IV (1) above. 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 any lot after the date of this agreement shall have been recorded shall take subject to this agreement and such liens or encumbrances shall be inferior to all future liens as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

3) Effect of Non-Payment; Remedies. Any amounts assessed under this agreement which are not paid when due shall become delinquent. If the assessment(s) are not paid within sixty (60) days of assessment, a lien as herein provided shall attach, which lien shall also include interest from the due date of the assessment at the lesser of: (i) twelve percent (12%) per annum, or (ii) the maximum allowable legal rate, payable on the principal amount due, together with all costs of collection, reasonable attorneys' fees and all other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, any contributing owner may institute suite to collect such amounts or to foreclose the lien. All payments shall be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments. Foreclosure of any lien created by this agreement shall be by the same process provided for the non-judicial foreclosure of a deed of trust pursuant to RCW 61.24, et seq., and as hereafter amended.

V. MISCELLANEOUS PROVISIONS

1) Indemnification. Each Owner, and their successors or assigns (the "Indemnifying Owner") will indemnify and hold harmless each and every other Owner, and their successors or assigns, harmless from any damage or injury, either to persons or personal property, sustained by the Indemnifying Owner, their contractors, invitees, agent, employees or others, which damage or injuries are caused by any act or omission of the Indemnifying Owner, their agents, contractors, invitees or employees or caused by any condition or defects now or hereafter existing or occurring in the Road and any improvements now or hereafter made to the Road.

2) Deadlock. If at any time any dispute, difference, or disagreement shall arise upon or in respect of this agreement, the meaning and construction hereof, or with respect to any decision on which the owners are deadlocked, every such dispute, difference and disagreement shall be resolved by submission of the dispute to arbitration pursuant to the Mandatory Arbitration Rules then in effect for Skagit County. The arbitration shall be binding on all owners and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The owners shall equally share in the cost of the arbitration, regardless of



the number of votes held by each, and each owner shall be responsible for their own attorneys' fees.

3) Termination of Owner. If an owner voluntarily or involuntarily terminates any right of the owner to use the Road for the purpose of ingress and/or egress from the owner's property (e.g., the owner has obtained or constructed alternate access to the owner's property), then upon the recording at the Skagit County Auditor's office of such documents as are necessary to terminate all such rights, the owner shall be released from any obligations under this agreement to pay for any maintenance or repair that is performed after the date of such recording. The owner shall remain liable for any and all costs under this agreement which accrued prior to the date of recording. After the date of recording, such owner shall have no further rights with respect to this agreement.

4) This agreement shall run with the real property described herein and shall be binding upon all parties and persons for a period of fifty (50) years following the date of the recording with the Skagit County Auditor, after which said fifty (50) year period, this agreement shall be automatically extended for successive five (5) year periods. This agreement and the covenants, conditions and restrictions herein may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by owners representing not less than eighty percent (80%) of all the lots.

5) Those portions of this agreement that relate solely to maintenance and repair of the Road shall automatically terminate with respect to any portion of the Road that is dedicated to any municipal corporation or other governmental entity that assumed full responsibility for the maintenance and repair of the Road following such dedication.

6) The term "owner" as used in this Agreement shall mean the fee title owner, unless the property is being sold on real estate contract, in which case the owner shall be the contract purchaser; or if the property is subject to a deed of trust, the owner shall be the grantor.

7) This agreement shall be construed in accordance with the laws of the State of Washington.

8) The subject heading of the paragraph of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

9) This agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

10) The failure of the owners to insist upon strict performance of any of the provisions of this agreement, or to exercise any option herein conferred in any one or more

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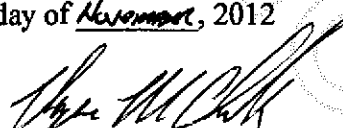
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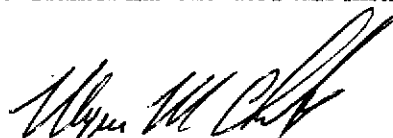
instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

11) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

12) This agreement shall not be deemed to terminate by any merger of the fee ownership of the owners' properties, unless the owners unanimously agree and otherwise record evidence of such unanimous agreement with the Skagit County Auditor. The fee interest in the owners' properties and this Agreement shall hereafter remain separate and distinct.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 9th day of November, 2012

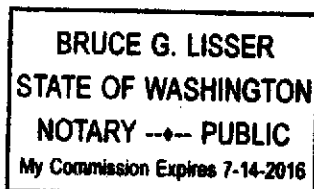

MYRON M. CHEEK, as Trustee of the Linda
V. Cheek Testamentary Trust

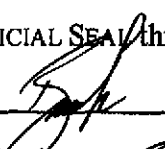

MYRON M. CHEEK

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that MYRON M. CHEEK 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of November, 2012.




Printed Name Bruce G. Lisser
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 7-14-16

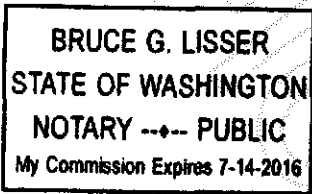


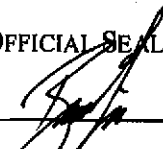
STATE OF WASHINGTON
COUNTY OF SKAGIT }

SS.

I certify that I know or have satisfactory evidence that MYRON M. CHEEK 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 Trustee of the Linda V. Cheek Testamentary Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 9th day of November, 2012.




Printed Name Bruce G. Lisser
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 7-14-16

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Exhibit "A"

**Linda V. Cheek Testamentary Trust Parcel
After Boundary Line Adjustment**

Parcel "A" (Skagit County Assessor's Parcel No. P-96051)

The East 63 feet of the Southwest 1/4 of the Northeast 1/4, Section 14, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 30 feet thereof conveyed to Skagit County by deeds recorded October 22, 1921, and July 30, 1968, as Auditor's File Nos. 152535 and 716457.

Parcel "B" (Skagit County Assessor's Parcel Nos. P-24719 and P-24722)

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M.,

EXCEPT that portion thereof lying Northerly of the following described line:

Commencing at the Northwest corner of said West 1/2 of the Northeast 1/4 of the Northeast 1/4;
thence South 1°41'23" East along the West line of said subdivision for a distance of 817.48 feet to the TRUE POINT OF BEGINNING of said line description;
thence South 89°21'38" East for a distance of 223.55 feet;
thence South 48°39'51" for a distance of 138.02 feet;
thence South 89°21'38" East for a distance of 84.00 feet;
thence North 1°41'25" West for a distance of 449.38 feet;
thence South 89°21'38" East for a distance of 269.44 feet, more or less, to the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 at a point bearing South 1°35'52" East, a distance of 455.41 feet, from the Northeast corner of said subdivision and being the terminus of said line.

TOGETHER WITH the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

EXCEPT that portion of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., said portion being more particularly described as follows:

BEGINNING at the Northwest corner of said subdivision;
thence South 89°14'42" East 583.38 feet along the North line of said subdivision;
thence South 14°52'00" East 100.00 feet;
thence South 89°21'37" East 66.55 feet;



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thence South 00°38'23" West 572.83 feet to the South line of said subdivision;
thence North 89°21'37" West 647.26 feet to the Southwest corner of said subdivision;
thence North 01°52'19" West 671.01 feet along the West line of said subdivision to the POINT OF BEGINNING.

AND ALSO EXCEPT that portion of the said South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the Northwest corner of said subdivision;
thence South 89°14'42" East along the North line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 for a distance of 583.38 feet to the TRUE POINT OF BEGINNING;
thence South 14°52'00" East for a distance of 100.00 feet;
thence South 89°21'37" East for a distance of 66.55 feet;
thence continue South 89°21'37" East for a distance of 682.57 feet, more or less, to the East line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4;
thence North 1°41'23" West along said East line for a distance of 94.88 feet, more or less, to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 at a point bearing South 89°14'42" East from the TRUE POINT OF BEGINNING;
thence North 89°14'42" West along the North line of said subdivision for a distance of 772.00 feet, more or less, to the TRUE POINT OF BEGINNING.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situate in the County of Skagit, State of Washington.

Containing 915,492 sq. ft. 21.02 acres



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Exhibit "B"

**Myron M. Cheek Parcel
After Boundary Line Adjustment**

Parcel "A" (Skagit County Assessor's Parcel No. P-24720)

The North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 14,
Township 34 North, Range 4 East, W.M.,

EXCEPT the West 198 feet thereof,

AND EXCEPT the following described tract:

BEGINNING at a point on the South line of said North 1/2 of the Northwest
1/4 of the Northwest 1/4 of the Northeast 1/4, 198 feet East of the Southwest
corner thereof;
thence North 475 feet;
thence East 550 feet;
thence South 475 feet to the South line of said subdivision;
thence West along said South line, 550 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress, egress and operating and
maintaining an open pit mine over and across a strip of land 50 feet in width, being the North
50 feet of the Northeast 1/4, of the Northwest 1/4 of Section 14, Township 34 North, Range 4
East, W.M. All lying Easterly of State Highway No. 9 and the North 50 feet of the West 198
feet to the Northwest 1/4 of the Northeast 1/4, of said Section 14.

Parcel "B" (Skagit County Assessor's Parcel No. P-24721)

The West 198 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14,
Township 34 North, Range 4 East, W.M.

Parcel "C" (Skagit County Assessor's Parcel No. P-24727)

The North 50 feet of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 34
North, Range 4 East, W.M., lying Easterly of State Highway 9.



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Parcel "D" (Skagit County Assessor's Parcel No. P-24706)

That portion of the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 34 North, Range 4 East, W.M., lying Northerly and Easterly of the following described line:

BEGINNING at the Northeast corner of said subdivision;
thence South 0°25'05" East along the East line of said subdivision, a distance of 216 feet;
thence North 64°23'53" West, a distance of 191.82 feet;
thence North 39°46'55" East a distance of 37.5 feet to the POINT OF BEGINNING of said line;
thence South 53°08'04" East, a distance of 186.20 feet to the terminal point of said line;

EXCEPT the North 50 feet of said Northeast 1/4 of the Northwest 1/4 lying Easterly of State Highway No. 9;

AND EXCEPT any portion of said Northeast 1/4 of the Northwest 1/4 lying Northwesterly of the Southeasterly right-of-way margin of State Highway No. 9.

Parcel "E" (Portion of Skagit County Assessor's Parcel No. P-24722)

That portion of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the Northwest corner of said subdivision;
thence South 89°14'42" East along the North line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 for a distance of 583.38 feet to the TRUE POINT OF BEGINNING;
thence South 14°52'00" East for a distance of 100.00 feet;
thence South 89°21'37" East for a distance of 66.55 feet;
thence continue South 89°21'37" East for a distance of 682.57 feet, more or less, to the East line of said South 1/2 of the Northwest 1/4 of the Northeast 1/4;
thence North 1°41'23" West along said East line for a distance of 94.88 feet, more or less, to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Northeast 1/4 at a point bearing South 89°14'42" East from the TRUE POINT OF BEGINNING;
thence North 89°14'42" West along the North line of said subdivision for a distance of 772.00 feet, more or less, to the TRUE POINT OF BEGINNING.

Parcel "F" (Portion of Skagit County Assessor's Parcel No. P-24719)

That portion of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M. lying Northerly of the following described line:



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Commencing at the Northwest corner of said West 1/2 of the Northeast 1/4 of the Northeast 1/4;
thence South 1°41'23" East along the West line of said subdivision for a distance of 817.48 feet to the TRUE POINT OF BEGINNING of said line description;
thence South 89°21'38" East for a distance of 223.55 feet;
thence South 48°39'51" East for a distance of 138.02 feet;
thence South 89°21'38" East for a distance of 84.00 feet;
thence North 1°41'25" West for a distance of 449.38 feet;
thence South 89°21'38" East for a distance of 269.44 feet, more or less, to the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 at a point bearing South 1°35'52" East, a distance of 455.41 feet, from the Northeast corner of said subdivision and being the terminus of said line.

ALL OF THE ABOVE PARCELS BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situate in the County of Skagit, State of Washington.

Containing 1,207,264 sq. ft. 27.72 acres

(Note: Basis of bearing and subdivision is per that certain Record of Survey map recorded under Skagit County Auditor's File No. 200212120062)



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Exhibit "C"

Parcel "A"

The East 63 feet of the Southwest 1/4 of the Northeast 1/4, Section 14, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 30 feet thereof conveyed to Skagit County by deeds recorded October 22, 1921, and July 30, 1968, as Auditor's File Nos. 152535 and 716457.

Parcel "B"

BEGINNING at the Southwest corner of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 14, Township 34 North, Range 4 East, (also being the Northeast corner of the above-described Parcel "A");
thence South 89°21'38" East along the South line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 30.03 feet;
thence North 1°41'23" West parallel with the West line of said subdivision for a distance of 518.89 feet, more or less, to a point on the South line of that certain parcel conveyed to Myron M. Cheek by Warranty Deed (and described in Exhibit "E" thereof) recorded under Skagit County Auditor's File No. 201101200094;
thence North 89°21'38" West along said South line for a distance of 30.03 feet, more or less, to said West line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, also being an angle point along said Cheek parcel;
thence North 1°41'23" West along said West line, also being along said Cheek parcel line for a distance of 54.41 feet to an angle point in said Cheek parcel line;
thence North 89°21'37" West along said Cheek parcel line for a distance of 30.03 feet;
thence South 1°41'23" East for a distance of 513.25 feet;
thence North 89°21'38" West for a distance of 33.03 feet;
thence South 1°41'23" East for a distance of 60.05 feet, more or less, to the South line of the South 1/2 of the Northwest 1/4 of the Northeast 1/4 (also being the Northwest corner of the above-described Parcel "A") at a point bearing North 89°21'38" West from the POINT OF BEGINNING;
thence South 89°21'38" East along said South line for a distance of 63.05 feet, more or less, to the TRUE POINT OF BEGINNING.

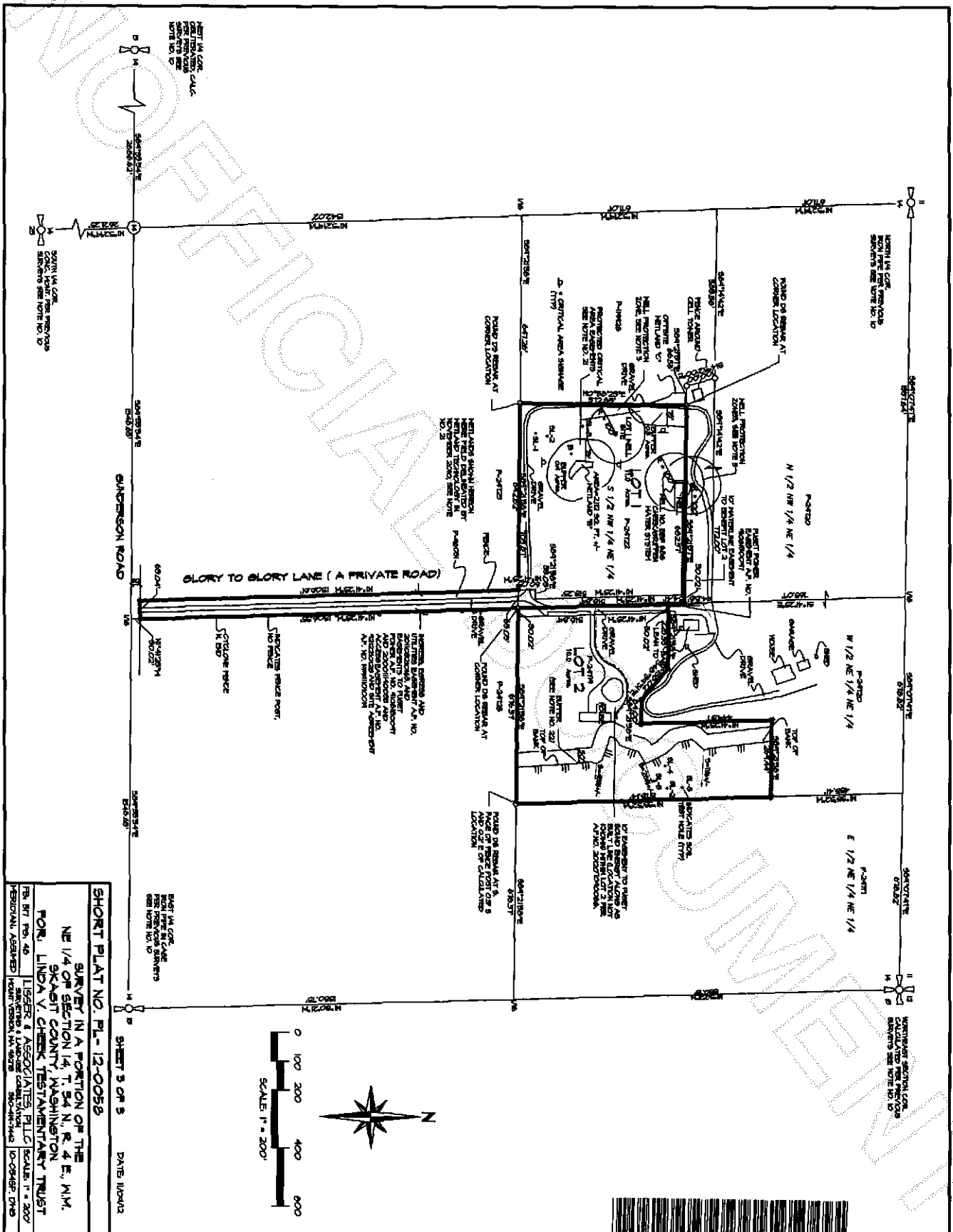
ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

All of the above situate in the County of Skagit, State of Washington.

The above described easement is for the mutual benefit of those certain properties described in Exhibits "E" and "F" of Quit Claim Deed for Boundary Line Adjustment recorded under Auditor's File No. 201101200094.



EXHIBIT "D"



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