



201311210068

Skagit County Auditor

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31 3:18PM

Document Title:

Judgment

Reference Number : N/A

Grantor(s):

☒ additional grantor names on page 2-3

1. Corin Schneider

2. Graeme Wilson

Grantee(s):

☒ additional grantee names on page 2-3

1. Corin Schneider

2. Graeme Wilson

Abbreviated legal description:

☒ full legal on page(s) 2-3

FIDALGO CITY LOTS 1-9

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page 2-3

P73221

2013 NOV 15 AM 9:36

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF SKAGIT

BANK OF THE PACIFIC,

Plaintiff,

v.

Case No. 13-2-00080-9

~~[PROPOSED]~~ JUDGMENT

(Clerk's Action Required)

CORIN SCHNEIDER; GRAEME WILSON;
FIRST PACIFIC MORTGAGE COMPANY;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.; MARK
MCCLELLAN; CHRISTY MCCLELLAN;
DONNA LEA HOUSE; THOMAS C.
PEEBLES; JERRY WOODHOUSE,
TRUSTEE OF THE JERRY WOODHOUSE
TRUST, DATED SEPTEMBER 25, 2007;
WELLS FARGO BANK, NA; ERVIN S.
HAWK; ANNETTE L. HAWK; PEOPLES
BANK; AMERICA HOME MORTGAGE
CORP.; SECRET HARBOR, a Washington
non-profit corporation; WHIDBEY ISLAND
BANK; DELMAS LYLE FARRELL; and
ELEANOR E. FARRELL,

Defendants.

Based upon Plaintiffs' Motion,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Judgment affects the following real Properties:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221):

FIDALGO CITY, ACRES 1.25, LOT 1 OF SURVEY RECORDED AF#
9606240092; BEING A PORTION OF BLOCKS 171 193 192 152. LOT 1 OF SURVEY
RECORDED AF# 9606240092; BEING A PORTION OF BLOCKS 171 193 192 152.



1 MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227):

2 FIDALGO CITY, ACRES 1.09, LOT 2 OF A SURVEY RECORDED JUNE 24, 1996
3 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY
4 BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF
5 FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2
6 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOT 2 OF A
7 SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF
8 SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193
9 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT
10 THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT
11 COUNTY, WASHINGTON.

12 DONNA LEA HOUSE (Parcel P73228):

13 FIDALGO CITY, ACRES 0.69, LOT 3 OF SURVEY RECORDED AF#9606240092,
14 BEING A PORTION OF BLOCKS 171 192 193 152.

15 JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED
16 SEPTEMBER 25, 2007 (Parcel P73303):

17 FIDALGO CITY, ACRES 1.07, LOT 4 OF SURVEY RECORDED AF#
18 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 4 OF SURVEY
19 RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

20 ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306):

21 FIDALGO CITY, ACRES 1.00, LOT 5 OF SURVEY RECORDED AF# 9606240092,
22 BEING A PORTION OF BLOCKS 171 192 193 152. LOT 5 OF SURVEY
23 RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

24 DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235):

25 FIDALGO CITY LOTS 14 THROUGH 26, BLOCK 172. TOGETHER WITH ANY
VACATED ALLEYS AND STREETS AS WOULD ATTACH TO SAID PROPERTY BY
OPERATION OF LAW. SURVEY RECORDED AF#200604070038.



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1 BANK OF THE PACIFIC (Parcel P73305):

2 FIDALGO CITY, BLOCK 193, LOT 1 TO 9, ACRES 1.03, ALSO TOGETHER WITH
3 THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND
4 EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO
5 THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32)
6 ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER
7 AF#200607180085. ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE,
8 SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY
9 OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS
10 OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT
11 CLAIM DEED RECORDED UNDER AF#200607180085.

- 12
- 13 2. Defendants AMERICAN HOME MORTGAGE CORP, FIRST PACIFIC MORTGAGE
14 COMPANY, and WELLS FARGO BANK are in default.
- 15 3. The Reciprocal Easement Agreement attached as Exhibit "A" affecting the Properties is
16 approved and incorporated into this Judgment.
- 17 4. The Road Maintenance Agreement attached as Exhibit "B" affecting the Properties is
18 approved and incorporated into this Judgment.
- 19 5. All Parties, their heirs, successors and assigns' interests in the Properties, are subject to
20 the Reciprocal Easement Agreement and the Road Maintenance Agreement, and the
21 agreements shall run with the land.
- 22 6. Secret Harbor has no interest in the Properties or the agreements and is dismissed without
23 prejudice.

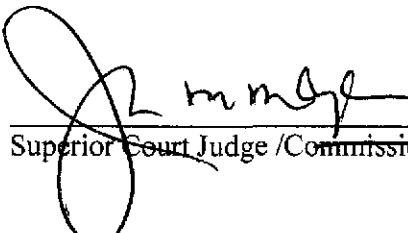
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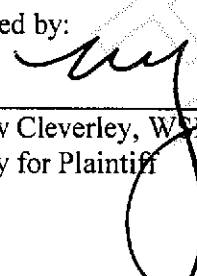


201311210068

1
2 7. All parties shall bear their own attorney fees and costs.
3

4 Dated: November 15, 2013
5

6 
7 Superior Court Judge / Commissioner

8 Submitted by:
9 

10 Matthew Cleverley, WBA #32055
11 Attorney for Plaintiff
12
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EXHIBIT A



201311210068

When Recorded Return to:

Matthew R. Cleverley
Fidelity National Law Group
1200 - 6th Avenue, Suite 620
Seattle, WA 98101

RECIPROCAL EASEMENT AGREEMENT

Grantors:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221)
MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227)
DONNA LEA HOUSE (Parcel P73228)
JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED
SEPTEMBER 25, 2007 (Parcel P73303)
ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306)
DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235)
BANK OF THE PACIFIC (Parcel P73305)

Grantees:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221)
MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227)
DONNA LEA HOUSE (Parcel P73228)
JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED
SEPTEMBER 25, 2007 (Parcel P73303)
ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306)
DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235)
BANK OF THE PACIFIC (Parcel P73305)

Legal Descriptions: See Paragraph 1 below for the legal descriptions of the Properties.

Reference Nos. of Documents Released or Assigned: None

This Reciprocal Easement Agreement is made and effective as of _____, 2013 by and between the above Grantors and Grantees.

EASEMENT



1. Property Subject to this Agreement. Grantors and Grantees are the owners of certain adjoining parcels of real property located in Skagit County, Washington. A map showing the location of the affected properties is attached as Exhibit "A." The legal description for the parcels is:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221):

FIDALGO CITY, ACRES 1.25, LOT 1 OF SURVEY RECORDED AF# 9606240092; BEING A PORTION OF BLOCKS 171 193 192 152. LOT 1 OF SURVEY RECORDED AF# 9606240092; BEING A PORTION OF BLOCKS 171 193 192 152.

MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227):

FIDALGO CITY, ACRES 1.09, LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON.

DONNA LEA HOUSE (Parcel P73228):

FIDALGO CITY, ACRES 0.69, LOT 3 OF SURVEY RECORDED AF#9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED SEPTEMBER 25, 2007 (Parcel P73303):

FIDALGO CITY, ACRES 1.07, LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306):

FIDALGO CITY, ACRES 1.00, LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

EASEMENT - 2



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DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235):

FIDALGO CITY LOTS 14 THROUGH 26, BLOCK 172. TOGETHER WITH ANY VACATED ALLEYS AND STREETS AS WOULD ATTACH TO SAID PROPERTY BY OPERATION OF LAW. SURVEY RECORDED AF#200604070038.

BANK OF THE PACIFIC (Parcel P73305):

FIDALGO CITY, BLOCK 193, LOT 1 TO 9, ACRES 1.03, ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085. ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085.

2. Declaration of Road Easement. Grantors hereby grant and convey to Grantees a non-exclusive easement for ingress and egress to and from each of the properties over the existing roadway commonly known as Old Deception Lane Road in the approximate location as shown on Exhibit "A" and as shown on the survey recorded on June 24, 1996 as Skagit County Instrument Number 9606240092, Volume 18 of Surveys page 113, attached as Exhibit "B."
3. Declaration of Utility Easement. Grantors hereby grant and convey to Grantees a non-exclusive easement for utilities in the same location as the above-described road easement. Each Grantee must bear their own costs associated with connection to or installation of any utilities.
4. No Interference. No party shall interfere with any other party's use of the roadway.
5. Amendment, Disputes and Attorney Fees
 - a. This Reciprocal Easement may only be amended or changed by the express written consent of all of the parcel owners.
 - b. Any action to enforce, construe or interpret this Easement, and any dispute arising out of this Easement shall first be submitted to mediation with the Skagit County Dispute Resolution Center or other similar agency. No matter involving the Easement may be brought in court until the parties have attempted to mediate in good faith.

EASEMEN



- c. If the parties are unable to resolve the matter by mediation in good faith, or if any party refuses to mediate, then the dispute may be filed with a court. However, any party who refuses to mediate may be assessed the costs and attorney fees incurred by the other parties as a result of their refusal to mediate.
- d. The prevailing party in any matter (except mediation) shall be entitled to their reasonable attorney's fees and costs.
6. No Waiver. The failure of a party to this Easement to insist upon the performance of any of the terms and conditions of this Easement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force as if no such forbearance or waiver had occurred.
7. Benefits and Burdens of this Easement. The rights and obligations set forth herein shall insure to and be binding upon all the parties, their heirs, successors and assigns, and shall constitute an easement running with the land.

SIGNATURES APPEAR ON FOLLOWING PAGES



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EASEMENT - 4

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Parcel P73221 Owners

Dated: 10/30/13

Corin Schneider
Corin Schneider

Dated: Oct 30/13

Graeme Wilson
Graeme Wilson

STATE OF WASHINGTON

County of Skagit

Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Corin Schneider, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 30 day of Oct, 2013.

Mary A. Welch
NOTARY PUBLIC in and for the State of Washington
Residing at Lacouver
My commission expires 3/24/17
Printed Name: MARY A. Welch

STATE OF WASHINGTON

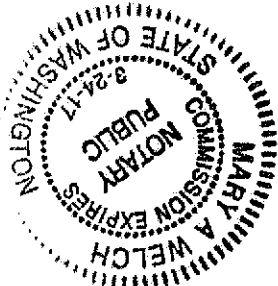
County of Skagit

Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Graeme Wilson, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of Oct, 2013.

MARY A. Welch
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at LACouver
My commission expires 3/24/17
Printed Name: MARY A. Welch



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Parcel P73227 Owners

Dated: 10/31/13

Mark McClellan
Mark McClellan

Dated: 10/30/13

Christy McClellan
Christy McClellan

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark McClellan, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of OCT, 2013.

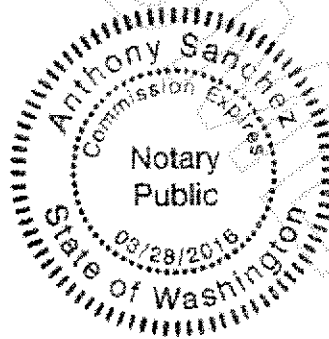
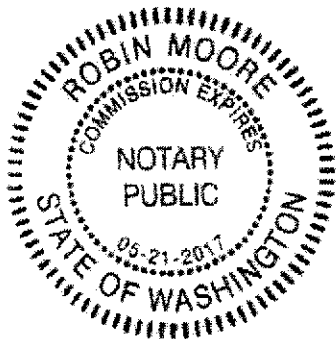
NOTARY PUBLIC in and for the State of WA
Residing at 117 Fernon
My commission expires 3/28/2016
Printed Name: Anthony Sanchez

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christy McClellan, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of OCTOBER, 2013.

NOTARY PUBLIC in and for the State of WASHINGTON
Residing at AWALOCES
My commission expires 05-21-2017
Printed Name: Robin Moore



EASEMENT - 6



Parcel P73228 Owners

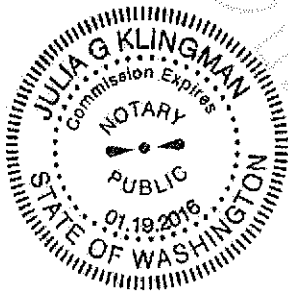
Dated: 10-23-13

Donna Lea House

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Lea House, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of October, 2013.



Julia G. Klingman
NOTARY PUBLIC in and for the State of Washington
Residing at Anacortes
My commission expires 1/19/2016
Printed Name: Julia G. Klingman



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Parcel P73303 Owners

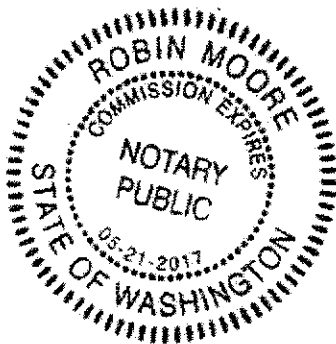
Dated: 10/24/2013

Jerry Woodhouse (TRUSTEE)
Jerry Woodhouse, Trustee of the Jerry
Woodhouse Trust, Dated September 25, 2007

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerry Woodhouse, Trustee of the Jerry Woodhouse Trust, Dated September 25, 2007, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of OCTOBER 2013.



Robin Moore
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at ANNAPOLES
My commission expires 05-21-2017
Printed Name: ROBIN MOORE



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Parcel P73306 Owners

Dated: 10/28/2013

[Signature]
Ervin S. Hawk

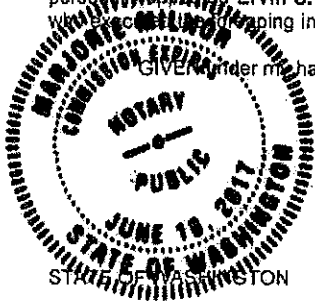
Dated: 10/28/2013

[Signature]
Annette L. Hawk

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ervin S. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Oct, 2013.

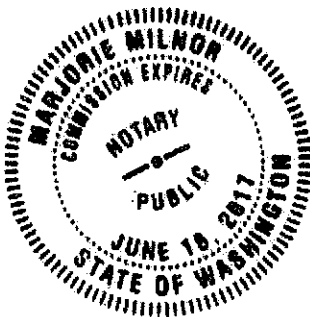


[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at Mount Vernon WA
My commission expires 6/18/17
Printed Name: MARJORIE B MILNOR

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Annette L. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Oct, 2013.



[Signature]
NOTARY PUBLIC in and for the State of Washington
Residing at Mount Vernon WA
My commission expires 6/18/17
Printed Name: MARJORIE B MILNOR



201311210068

Skagit County Auditor \$102.00
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Parcel P73235 Owners

Dated: 10/22/13

Delmas Lyle Farrell
Delmas Lyle Farrell

Dated: 10/22/13

Eleanor E. Farrell
Eleanor E. Farrell

STATE OF WASHINGTON

County of Skagit

ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Delmas Lyle Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 22nd day of OCTOBER, 2013.

Kim A. Carpenter
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at MOUNT VERNON
My commission expires 08/09/17
Printed Name: KIM A. CARPENTER

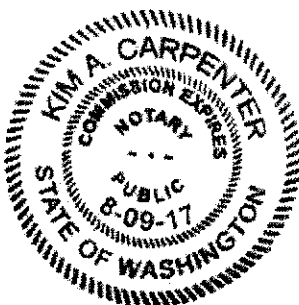
STATE OF WASHINGTON

County of Skagit

ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eleanor E. Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of OCTOBER, 2013.



Kim A. Carpenter
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at MOUNT VERNON
My commission expires 08/09/17
Printed Name: KIM A. CARPENTER



201311210068

Skagit County Auditor \$102.00
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Parcel P73305 Owners

Dated: 11-18-13

Bank of the Pacific

By:

David T. Engels

DAVID T. ENGELS

Its:

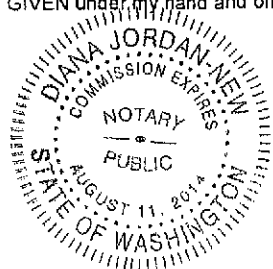
SVP

STATE OF WASHINGTON

County of Skagit

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID T. ENGELS, proven upon satisfactory evidence, or to me known to be, the SENIOR VICE PRESIDENT of Bank of the Pacific and who declared that s/he was authorized to executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of NOV., 2013.



Diana Jordan-New
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at ANACORTES WA
My commission expires 8/11/2014
Printed Name: DIANA JORDAN-NEW



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EXHIBIT B



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Skagit County Auditor
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\$102.00
3:18PM

When Recorded Return to:

Matthew R. Cleverley
Fidelity National Law Group
1200 - 6th Avenue, Suite 620
Seattle, WA 98101

ROAD MAINTENANCE AGREEMENT
(OLD DECEPTION MILL LANE)

Owners:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221)
MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227)
DONNA LEA HOUSE (Parcel P73228)
JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED
SEPTEMBER 25, 2007 (Parcel P73303)
ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306)
DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235)
BANK OF THE PACIFIC (Parcel P73305)

Legal Descriptions: See Paragraph 1 below for the legal descriptions.

Reference Nos. of Documents Released or Assigned: 201002250078

This Road Maintenance Agreement is made and effective as of _____, 2013 by and between the above property owners.

1. **Property Subject to this Agreement.** Owners are the owners of certain adjoining parcels of real property located in Skagit County, Washington. A map showing the location of the affected properties is attached as Exhibit "A." The legal description for the parcels is:

CORIN SCHNEIDER and GRAEME WILSON (Parcel P73221):

FIDALGO CITY, ACRES 1.25, LOT 1 OF SURVEY RECORDED AF#
9606240092; BEING A PORTION OF BLOCKS 171 193 192 152. LOT 1 OF SURVEY
RECORDED AF# 9606240092; BEING A PORTION OF BLOCKS 171 193 192 152.

ROAD MAINTENANCE AGREEMENT - 1



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Skagit County Auditor

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MARK MCCLELLAN and CHRISTY MCCLELLAN (Parcel P73227):

FIDALGO CITY, ACRES 1.09, LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON. LOT 2 OF A SURVEY RECORDED JUNE 24, 1996 UNDER AF# 9606240092 IN VOLUME 18 OF SURVEYS, PAGE 113, SAID SURVEY BEING A PORTION OF BLOCKS 171, 192, 193 AND "HOTEL BLOCK", MAP OF FIDALGO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 113, RECORDS OF SKAGIT COUNTY, WASHINGTON.

DONNA LEA HOUSE (Parcel P73228):

FIDALGO CITY, ACRES 0.69, LOT 3 OF SURVEY RECORDED AF#9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

JERRY WOODHOUSE, TRUSTEE OF THE JERRY WOODHOUSE TRUST, DATED SEPTEMBER 25, 2007 (Parcel P73303):

FIDALGO CITY, ACRES 1.07, LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 4 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

ERVIN S. HAWK and ANNETTE L. HAWK (Parcel P73306):

FIDALGO CITY, ACRES 1.00, LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152. LOT 5 OF SURVEY RECORDED AF# 9606240092, BEING A PORTION OF BLOCKS 171 192 193 152.

DELMAS LYLE FARRELL and ELEANOR E. FARRELL (Parcel P73235):

FIDALGO CITY LOTS 14 THROUGH 26, BLOCK 172. TOGETHER WITH ANY VACATED ALLEYS AND STREETS AS WOULD ATTACH TO SAID PROPERTY BY OPERATION OF LAW. SURVEY RECORDED AF#200604070038.

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\$102.00
3:18PM

BANK OF THE PACIFIC (Parcel P73305):

FIDALGO CITY, BLOCK 193, LOT 1 TO 9, ACRES 1.03, ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085. ALSO TOGETHER WITH THE WEST 1/2 OF FAIRVIEW AVENUE, SOUTH 1/2 OF SECOND STREET AND EAST 1/2 OF ALLEY WAY (VACATED BY OPERATION OF LAW PURSUANT TO THE MANDATORY PROVISIONS OF LAWS OF 1889-90, CHAPTER 19, SECTION 32) ABUTTING SAID PROPERTY, PER QUIT CLAIM DEED RECORDED UNDER AF#200607180085.

2. Location of Road. This Agreement is for maintenance of the existing roadway commonly known as Old Deception Lane Road in the approximate location as shown on Exhibit "A." Exhibit "B" is a survey recorded on June 24, 1996 as Skagit County Instrument Number 9606240092, Volume 18 of Surveys page 113.
3. Replaces All Prior Agreements. This Road Maintenance Agreement replaces all prior oral and written road maintenance agreements between the Owners. This Agreement also replaces the Old Deception Mill Lane Road Maintenance Agreement dated February 22, 2010, recorded on February 25, 2010 as Skagit County Instrument Number 201002250078.
4. Division of Road Maintenance Costs
 - a. The costs associated with maintenance of the roadway shall be apportioned and allocated as follows:
 - i. Parcel P73221 (Schneider & Wilson) shall pay 9.1%
 - ii. Parcel P73227 (McClellan) shall pay 9.1%
 - iii. Parcel P73228 (House) shall pay 18.2%
 - iv. Parcel P73303 (Woodhouse) shall pay 18.2%
 - v. Parcel P43306 (Hawk) shall pay 18.2%
 - vi. Parcel P73235 (Farrell) shall pay 9.1%
 - vii. Parcel P73305 (Bank of Pacific) shall pay 18.2%
 - b. At least once each year, the owners shall create a budget of anticipated road maintenance costs for the next two years. Adoption of the budget will require a 100% approval vote of the property owners.
 - c. The owners will establish a separate bank account for collection and distribution of maintenance funds or for anticipated capital improvements such as road paving. The initial \$23,500 received from Bank of the Pacific (Parcel P73305) shall be

ROAD MAINTENANCE AGREEMENT - 3



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deposited into this account. The distribution of these funds will require unanimous approval of all property owners.

- d. Road maintenance shall include snow plowing, grading, adding gravel, maintaining drainage ditches, repair and patching of pavement, and replacing private road signs.
 - e. Each owner shall pay their proportional share of road maintenance for the coming year no later than July 1 of each year so that the road maintenance costs are always paid in advance.
5. Lien Rights. If any owner fails to pay their proportional share of maintenance costs as they become due, those costs shall become a lien on the owner's property and the remaining parties shall have the right to bring suit or foreclose the lien as a mortgage.
6. Extraordinary Use or Repairs. All owners are responsible for costs associated with repairing any damage to the road caused by the property owner, their visitors, contractors, or other service providers.
7. Amendment, Disputes and Attorney Fees
- a. This Agreement may only be amended or changed by the express written consent of all of the parcel owners.
 - b. Any action to enforce, construe or interpret this Agreement, and any dispute arising out of this Agreement shall first be submitted to mediation with the Skagit County Dispute Resolution Center or other similar agency. No matter involving the Agreement may be brought in court until the parties have attempted to mediate in good faith.
 - c. If the parties are unable to resolve the matter by mediation in good faith, or if any party refuses to mediate, then the dispute may be filed with a court. However, any party who refuses to mediate may be assessed the costs and attorney fees incurred by the other parties as a result of their refusal to mediate.
 - d. The prevailing party in any matter (except mediation) shall be entitled to their reasonable attorney's fees and costs.
8. No Waiver. The failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force as if no such forbearance or waiver had occurred.



9. Benefits and Burdens of this Agreement. The rights and obligations set forth herein shall insure to and be binding upon all the parties, their heirs, successors and assigns, and shall run with the land.

SIGNATURES APPEAR ON FOLLOWING PAGES

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Parcel P73221 Owners

Dated: 10/30/13

Corin Schneider
Corin Schneider

Dated: Oct 30/13

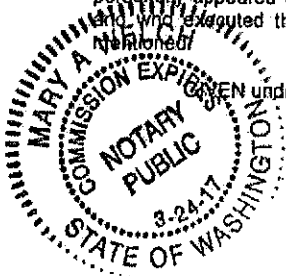
Graeme Wilson
Graeme Wilson

STATE OF WASHINGTON)

County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Corin Schneider, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 2013.



Mary A. Welch
NOTARY PUBLIC in and for the State of Washington
Residing at La Conner
My commission expires 3/24/17
Printed Name: MARY A. Welch

STATE OF WASHINGTON)

County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Graeme Wilson, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of October, 2013.



Mary A. Welch
NOTARY PUBLIC in and for the State of Washington
Residing at La Conner
My commission expires 3/24/17
Printed Name: MARY A. Welch

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Parcel P73227 Owners

Dated: 10-31-13

[Signature]
Mark McClellan

Dated: 10/30/13

[Signature]
Christy McClellan

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark McClellan, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of OCT, 2013.

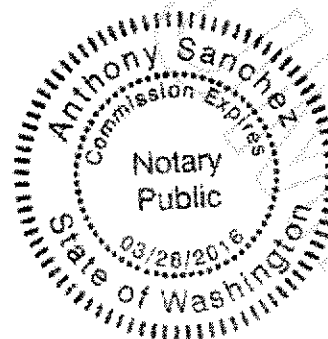
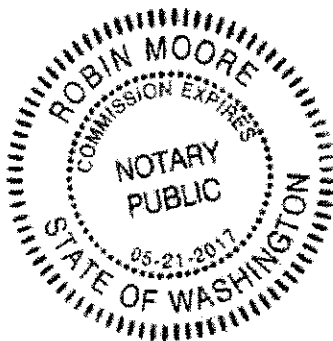
NOTARY PUBLIC in and for the State of WA
Residing at MT. Vernon
My commission expires 3/28/2016
Printed Name: Anthony Sanchez

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christy McClellan, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of OCTOBER 2013.

NOTARY PUBLIC in and for the State of WASHINGTON
Residing at AWAUKOPE
My commission expires 05-21-2017
Printed Name: ROBIN MOORE



ROAD MAINTENANCE AGREEMENT - 7



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Parcel P73228 Owners

Dated: 10-23-13

Donna Lea House

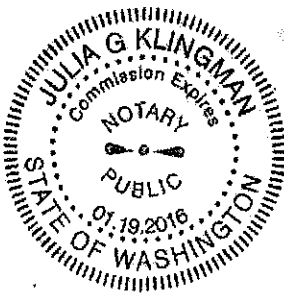
STATE OF WASHINGTON

County of Skagit

ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Lea House, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of October, 2013.



Julia G. Klingman
NOTARY PUBLIC in and for the State of Washington
Residing at Amcortes
My commission expires 11/19/2016
Printed Name: Julia G. Klingman

ROAD MAINTENANCE AGT



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Parcel P73303 Owners

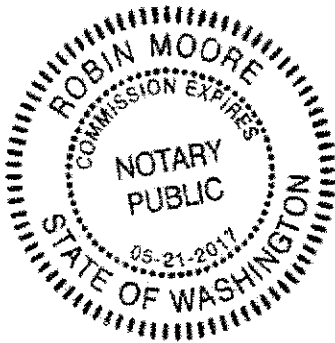
Dated: 10/24/2013

Jerry Woodhouse (TRUSTEE)
Jerry Woodhouse, Trustee of the Jerry
Woodhouse Trust, Dated September 25, 2007

STATE OF WASHINGTON)
County of Skagit) ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerry Woodhouse, Trustee of the Jerry Woodhouse Trust, Dated September 25, 2007, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of OCTOBER, 2013.



Robin Moore
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at SKAGIT
My commission expires 05-21-17
Printed Name: ROBIN MOORE

ROAD MAINTENANCE AGREEMENT - 9



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Parcel P73306 Owners

Dated: 10/28/2013

[Signature]
Ervin S. Hawk

Dated: 10/28/2013

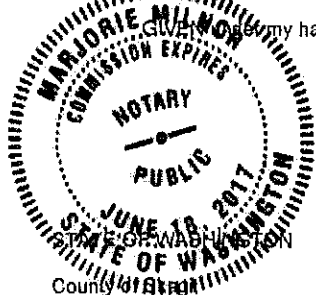
[Signature]
Annette L. Hawk

STATE OF WASHINGTON

County of Skagit

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ervin S. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

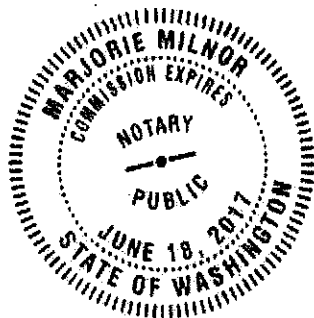
GIVEN under my hand and official seal this 28 day of Oct, 2013.



Marjorie B. Milnor
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at MOUNT VERNON WA
My commission expires 6/18/17
Printed Name: MARJORIE B. MILNOR

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Annette L. Hawk, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of Oct, 2013.



Marjorie B. Milnor
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at MOUNT VERNON WA
My commission expires 6/18/17
Printed Name: MARJORIE B. MILNOR

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Parcel P73235 Owners

Dated: 10/29/13

Delmas Lyle Farrell
Delmas Lyle Farrell

Dated: 10/29/13

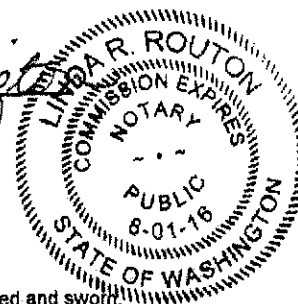
Eleanor E. Farrell
Eleanor E. Farrell

STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Delmas Lyle Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of October 2013.

NOTARY PUBLIC in and for the State of Washington
Residing at Skagit County, WA.
My commission expires 8/1/16
Printed Name: Linda R. Routon

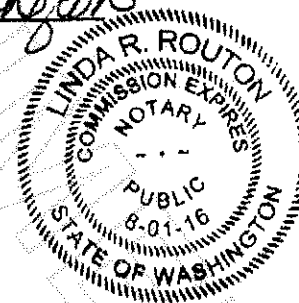


STATE OF WASHINGTON)
) ss.
County of Skagit)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eleanor E. Farrell, proven upon satisfactory evidence, or to me known to be, the individuals described in and who executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of October 2013.

NOTARY PUBLIC in and for the State of Washington
Residing at Skagit County, WA.
My commission expires 8/1/16
Printed Name: Linda R. Routon

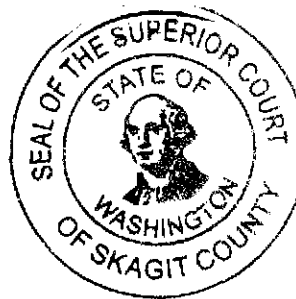


ROAD MAINTENANCE AGREEMENT - 11



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State of Washington, } ss.
County of Skagit



I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 2 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 15 day of NOV., 20 13. Nancy K. Scott, County Clerk.

By Kathleen J. Smith
Deputy Clerk



Parcel P73305 Owners

Dated: 11-18-13

Bank of the Pacific

By: David T. Engels & David T. Engels

Its: SVP

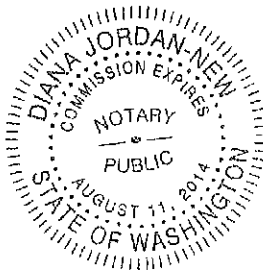
STATE OF WASHINGTON)

County of Skagit)

ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID T. ENGELS, proven upon satisfactory evidence, or to me known to be, the SENIOR VICE PRESIDENT of Bank of the Pacific and who declared that s/he was authorized to executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of Nov., 2013.



Diana Jordan-New
NOTARY PUBLIC in and for the State of WASHINGTON
Residing at LANCASTER, WA.
My commission expires 8/11/2014
Printed Name: DIANA JORDAN-NEW

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