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Skagit County Auditor

\$158.00

9/4/2015 Page

1 of

37

1:15PM

Document Title: ROAD MAINTENANCE AGREEMENT

GREEN CLIFFS ROAD ASSOCIATION

Reference Number : MEMBERSHIP AGREEMENT

Grantor(s): additional grantor names on page ___

- 1. Green Cliffs Road Association, Inc.

2.

Grantee(s): additional grantee names on page ___

- 1. Public

2.

Abbreviated legal description: full legal on page(s) —see Exhibit A

LT 2 LESS S 990FT,

see attached Exhibit B for all parcel descriptions

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

P19453, P19455, P19456, P19457, P19458, P19459, P19460, P19461,

P19475, P19496, P19498, P19499

I Gary James Clancey, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document

Signed

Dated

Sept 4, 2015

ROAD MAINTENANCE AGREEMENT

GREEN CLIFFS ROAD ASSOCIATION

MEMBERSHIP AGREEMENT

1. **PARTIES.** The parties to this Road Maintenance Agreement are all of the members of Green Cliffs Road Association, a Washington non-profit corporation ("Association"). For purposes of this Agreement, the members of a marital community or multiple owners of any Road Maintenance parcel (as defined below) shall together constitute a single member and shall vote only as a single vote.
2. **BACKGROUND.** The Association is a non-profit corporation organized to operate and maintain the Green Cliffs Road (the "Road") situated upon and to be used for the benefit of certain parcels of real property owned by the Association members located within the property described below.
3. **PROPERTY AFFECTED.** The real property affected or potentially affected by this Agreement is legally described as Government Lots 1 and 2, Section 15, Township 34 North, Range 1 East, W. M., in Skagit County, Washington (the "Property").
4. **MEMBER GROUPS.** The Members of the Association are divided into two (2) groups based on services requested and received by them:
 - 4.1 Road Members are the owners of certain parcels of real property described in Schedule A to this Agreement ("Road Maintenance Parcels").
 - 4.2 Non-Participating Parcels are the owners of those parcels of real property described in Schedule B ("Non-Participating Parcels") which have not yet, but under the terms of this Agreement later may, become Road Members on the terms provided in this Agreement. Non-Participating Parcels and the owners thereof shall have no rights or obligations hereunder until the owner thereof has elected to become a Road Member on the terms provided in this Agreement.
5. **ROAD MAINTENANCE PROVISIONS**
 - 5.1 **Grant.** To the extent that the Road or some portion thereof is located on the property of a Member without the prior express grant or conveyance of an easement or other right, such Member hereby grants to the Association and all other Members an easement for the placement, operation, and maintenance of the Road in the location as now exists; any prior easement or other right is hereby reaffirmed.
 - 5.2 **Road Members.** Road Members are those members of the Association initially executing this Agreement as Road Members and any new persons subsequently added as Road Members pursuant to the provisions of this Agreement.
 - 5.3 **Road Maintenance.** The Association shall maintain and repair the Road for the benefit of the Road Members at the common expense of the Road Members. The Association may

designate an agent to perform any act necessary in order to carry out the terms and conditions of this Agreement. The term "maintenance and repair", as used in this Agreement, includes snow plowing, improving and reconstructing the Road as reasonably necessary.

- 5.4 **Voting.** Each Road Member shall have one vote as to matters regarding Road maintenance.
- 5.5 **Initial Funding.** Fifty percent(50%) of the former Association's funds (Green Cliffs Association, Inc.) existing as of the date of this Agreement shall be set aside for use solely for the benefit of the Road Members in the maintenance and repair of the Road.
- 5.6 **Payment of Road Costs.**
- 5.6.1 **Base Yearly Dues.** Each Road Member shall pay equal base yearly dues of Fifty Dollars (\$50.00) to the Association, which base yearly dues shall be subject to adjustment upon the prior written approval of fifty-one percent (51%) of the then existing Road Members. The base yearly dues shall be due and payable to the Association on the first day of January for each calendar year.
- 5.6.2 **Pro Rata Share.** In addition to the base yearly dues, Road Members shall pay the costs incurred by the Association for the maintenance and repair of the Road (including reimbursements due from the Association as provided below) during any calendar year which exceed the base yearly dues and other available Association funds according to their individual "Pro Rata Share" as set forth in Schedule C to this Agreement. The Pro Rata Shares of the Road Members shall be subject to adjustment upon the admission of a new Road Member as provided for in this Agreement.
- 5.6.3 **Eligible Road Costs.** The costs of maintaining and repairing the Road to be paid by the Road Members shall include both Road maintenance and repair work initiated pursuant to an affirmative vote of the Road Members as well as reimbursement of Road Members for proper costs they incur on behalf of the Association as described below.
- 5.6.4 **Use of Funds.** Funds paid to the Association by the Road Members shall be deposited to the Road Maintenance Account and used only for maintenance and repair of the Road for the benefit of the Road Members.
- 5.7 **Authorization of Work.**
- 5.7.1 **By Association Vote.** The Association, by majority vote of the Road Members, may authorize the contracting by the Association for Road maintenance and repair.
- 5.7.2 **By Individual Road Member Request.** In the event a Road Member desires to have Road work done at the expense of the Association, such Road Member shall circulate to all other Road Members a written notice by personal delivery, mail, or other reasonable means which explains the nature of the work desired and the maximum projected cost for the work. To the extent the work to be performed is of a recurring nature, for example, snow plowing, only one notification per year shall be required. If, after the expiration of ten (10) days from the date of receipt of a notice by all Road Members, no objection to such work has been received in writing from at least fifty-one percent (51%) of the Road Members, such notifying

Road Member shall be deemed to be authorized to perform such work on behalf of the Association up to the maximum projected cost contained in such notice.

5.8 Payment of Costs of Road Maintenance.

5.8.1 Any work for the maintenance or repair of the Road which was contracted for directly by the Association shall be paid for by the Association directly.

5.8.2 The expense of work performed following the proper request and notice by a Road Member shall be reimbursed to such Road Member by the Association. Upon completion of such work, reasonable documentation of the expense of such work shall be submitted to the Association, and such Road Member initiating such Road work shall be reimbursed for his actual costs so incurred; provided no Road Member shall be entitled to payment or reimbursement for such Road Member's own work or time, only for expenses actually incurred to or with third parties.

5.9 Payments of Share of Road Maintenance. Each Road Member shall pay such Road Members Pro Rata Share of the proper funding requirements of the Association within thirty (30) days of receipt from any other Road Member or the Association of notice of the amount so due. If not paid within such thirty (30) days, the unpaid amount shall bear interest at twelve percent (12%) per annum from the date of billing until paid; in addition, if a Road Member entitled to be reimbursed by the Association or the Association brings suit to enforce payment of another Road Member's obligation to pay (which obligation has been unpaid and due for at least ninety (90) days), the prevailing party, in addition to any other relief, shall be entitled to recover its reasonable attorneys' fees and costs, including any incurred on appeal. Such expenses shall be a personal obligation of the Road Member at the time the expense is due.

5.10 Admission of New Road Members. Users of the Road who are not Members of the Association and who hereafter desire to become Road Members may become Road Members only upon:

5.10.1 The written approval of sixty percent (60%) of the then existing Road Members.

5.10.2 Payment to the Association, for deposit into the Road maintenance accounts of the Association and general use of the Association, of a sum equal to the yearly dues that would have been payable by such a Road Member from the date of this Agreement to the date the new member seeks to join, along with an amount constituting the new member's Pro Rata Share of all of the expenses incurred from the date of this Agreement to the date of the admission of such new Road Member of all of the Road maintenance expenses, with the exception of snow removal expenses, plus interest on that the total of such amount at the annual rate of twelve percent (12%) from the date incurred by the Association and plus an initiation fee of One Thousand Dollars (\$1,000.00). Upon the admission of a new Road Member, the Pro Rata Shares of the then existing Road Members shall be recalculated and adjusted accordingly so that the Pro Rata Share for each Road Member is equal to the fraction the numerator of which is the travel distance in feet over the Road to such Road Member's parcel and the denominator of which is the total travel distance in feet over the Road for all Road Members to their parcels.

5.11 **General Provisions.**

- 5.11.1 **Amendment.** This Agreement may be amended at any time by an instrument signed by the Association and seventy-five percent (75%) of the then existing Road Users.
- 5.11.2 **Liability.** Use of the Road shall be at the user's own risk. The Association, any agents, or employees thereof and the Road Members shall not be held liable to any person for acts or omissions done in good faith, in the interpretation, administration, and enforcement of this Agreement.
- 5.11.3 **Enforcement of Road Agreements.** The Association or any Road Member shall have the right to enforce, by proceeding at law or in equity, all Road-related restrictions, conditions, covenants, payment obligations, and charges imposed by the provisions of this Agreement. Failure by any Road Member to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter. Nor shall failure to enforce any covenant or restriction in any way invalidate any part of this Agreement. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- 5.11.4 **Indemnification and Hold Harmless.** The undersigned members of the Association are aware of the difficulties of obtaining volunteer officers and directors to serve the Association and the personal sacrifice and effort that is required of such volunteers. In order to induce and encourage individuals to serve as volunteer officers and directors, the Members agree that except for acts of willful misconduct or gross negligence, the Members will indemnify and hold harmless the volunteer officers and directors from costs, liabilities, damages, penalties, and fines arising from their service as such volunteer officers and directors.

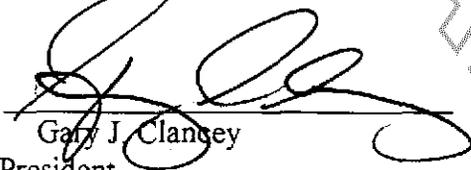
6. **GENERAL TERMS.**

- 6.1 **Effect.** It is intended that this Agreement shall be operative as a set of covenants running with the land, or equitable servitudes, binding on all present and subsequent owners, and their successors and assigns, and inuring to the benefit of the Road Members, and their respective successors and assigns.
- 6.2 **Release and Discharge.** If a Road Member sells all of its interest in such Member's Parcel, the Road Member shall be released and discharged from obligations under this Agreement accruing thereafter which instead shall be deemed to be the responsibility of the purchaser of such Parcel.
- 6.3 **Severability.** In the event any provision of this Agreement shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect. No Waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction, or covenant which may be unenforceable.

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
- 6.5 **Breach Will Not Permit Termination.** A breach or violation of any of the terms of this Agreement will not terminate this Road Maintenance Agreement, but this limitation will not affect in any manner any other rights or remedies for any breach of this Agreement.
- 6.6 **Duration.** Each provision of this Agreement shall continue in full force and effect in perpetuity.
- 6.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

GREEN CLIFFS ROAD ASSOCIATION

MEMBER

By: 
Gary J. Clancey
Its: President

Signature: 
Name: Adam Carolla
(Print)

Date: Jan 20, 2002

Date: 3/13/02

P 19457

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Clancey

Its: Acting President

Date: _____

1-24-99

MEMBER

Signature: _____

Name:
(Print)

GARY CLANCEY

Date: _____

1-24-99

P 19461

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Clancey

Its: Acting President

Date: _____

1-24-99

MEMBER

Signature: _____

Name:
(Print)

Deborah F. Cornelius

Date: _____

2/4/99

P 19453

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Clancey

Its: Acting President

Date: _____

1-24-99

MEMBER _____

Signature: _____

Name:
(Print)

Date: _____

James B Davis

Sue Ellen M. Davis

JAMES B DAVIS

SUE ELLEN M. DAVIS

1-25-99

P19475

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

MEMBER

By:

Gary J. Clancey

Its: President

Date:

Jan 20, 2002

Signature:

[Handwritten Signature]

Name:

Carl Dellutri

(Print)

Date:

Jan 25, 2002

P 19460

c.dellutri@gte.net (Home)

cdellutri@asc103.org (school)

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

MEMBER

By: _____

Gary J. Clancey

Its: President

Date: _____

3-7-2000

Signature: _____

Name: _____

(Print)

Date: _____

3-9-2000

P19498

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: [Signature]
Gary J. Ciancy

Its: Acting President

Date: 1-24-99

MEMBER

Signature: [Signature]

Name: THOMAS N. GREGGSON
(Print)

Date: 2-24-99

DP19458

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: [Signature]
Gary J. Clancey

Its: Acting President

Date: 1-24-99

MEMBER

Signature: [Signature]

Name: E. A. Kubena
(Print)

Date: 2-19-99

P19499

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Olancey

Its: Acting President

Date: _____

1-24-99

MEMBER

Signature: _____

Name:
(Print)

Date: _____

Roger W. Oos

ROGER OOS

1/30/99

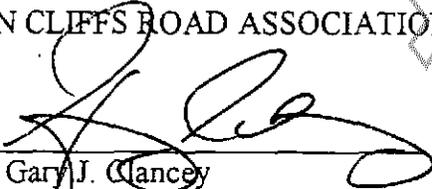
P 19459

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

MEMBER

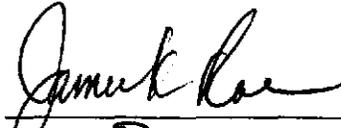
By:


Gary J. Clancey

Its: President

Signature:

Name:


JAMES
(Print)

Date:

Date:

Dec 18, 2002

Jan 6, 03
P49455

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Clancey

Its: Acting President

Date: _____

1-24-99

MEMBER

Signature: _____

Charles I. Stavig

Name: _____
(Print)

Charles I. Stavig

Date: _____

Febr. 01, '99

P 19510

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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GREEN CLIFFS ROAD ASSOCIATION

By: _____

Gary J. Clancy

Its: Acting President

Date: _____

1-24-99

MEMBER

Signature: _____

Blue Wick

Name:
(Print)

Blue Wick

Date: _____

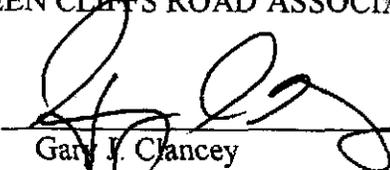
2/4/99

P19456

- 6.4 **Cumulative Remedies.** The rights and remedies in this Agreement are cumulative and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which a party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a party shall not impair the party's standing to exercise any other right or remedy.
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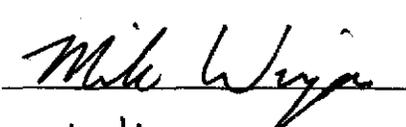
GREEN CLIFFS ROAD ASSOCIATION

MEMBER

By: 

Gary J. Clancey

Its: President

Signature: 

Name: Mike Wiyen

(Print)

Date: Jan 7, 2005

Date: 1-7-05

P19496

FIRST AMENDMENT
ROAD MAINTENANCE AGREEMENT
GREEN CLIFFS ROAD ASSOCIATION
MEMBERSHIP AGREEMENT

The Road Maintenance Agreement (Agreement) executed by all members of the Green Cliffs Road Association, a Washington non-profit corporation ("Association"), at various times when the members acquired interest in property subject to or affected by the Agreement which is legally described as follows: Government Lots 1 and 2, Section 15, Township 34 North, Range 3 East, Willamette meridian, in Skagit County, Washington ("the Property") is hereby modified and amended as follows:

New: 5.7.3 Authorization of Work by Individual. In the event that a Road Member desires to have Road Work done at his own expense, if such Road Work would modify the size, shape, direction, surface, location, or appearance of Green Cliffs Road in any way, such Road Member shall circulate to all Road Members a written notice, by e-mail, USPS, or personal delivery, which explains the scope, nature, and extent of such Road Work. Written approval by (75%) seventy-five percent of all Members eligible to vote shall be required to authorize that Road Member to perform such Road Work. Only after obtaining this seventy-five percent (75%) approval shall that Road Member be permitted to conduct and perform such Road Work.

New: 4.3 Division of Member's Property. Understanding that Green Cliffs Road, currently serving twelve (12) resident users, is at its reasonable capacity to handle traffic, further increase of user volume would likely be detrimental to both wear on the road and to the safety and convenience of the users. Also three (3) undeveloped parcel owners who have legal access to Green Cliffs Road will add to the current road wear and congestion if/when they decide to build, reside on, and use Green Cliffs Road. Therefore any current Member who wishes to subdivide their property for additional residential use shall require approval of seventy-five percent (75%) of Members in writing before such property division can proceed.

New: 6.8 Dispute Resolution. Any controversy concerning this Agreement which cannot be resolved by and between the Members by good faith negotiation shall first be required to be mediated by a professional and qualified mediator which costs shall be split between the parties. If mediation fails to resolve the issue(s), then the dispute shall be decided by a single arbitrator, who shall be agreed to be the parties or if no agreement can be reached, then the arbitrator shall be selected by a Skagit County Superior Court Judge. The Arbitration shall be conducted in accordance with the Skagit County Mandatory Arbitration Rules, with the decision of the arbitrator shall be final and binding on all parties. The arbitrator's decision and judgment, including the award of attorney's fees and costs to the prevailing party, shall be entered by the Skagit County Superior Court the judgment enforced by any Court of Law.

All other terms and conditions set forth in the original Road Maintenance Agreement of Green Cliffs Road Association, unless modified herein by these AMENDMENTS, shall remain in effect.

By affixing their signature and date in the spaces provided below, each Member of Green Cliffs Road Association so signing hereby approves adoption of the above AMENDMENTS to the Road Maintenance Agreement of Green Cliffs Road Association. All Members are listed below. Signed approval of seventy-five percent (75% = 9 Members) or more is required to adopt these AMENDMENTS, which take will effect on the date of last Member's signature (9th) which produces a seventy-five percent (75%) majority.

Green Cliff Road Association Members

Carolla P19457

Date

Godwin P19498

Date

Clancey P19461

Date

Kubena/Solus P19499

Date

Cornelius

P19453

Date

Oos

P19459

Date

Davis

P19475

Date

Roe

P19455

Date

Dellutri

P19460

Date

Wigen

P19496

Date

Gregerson

P19458

Date

Wick

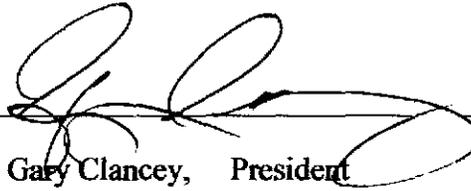
P19456

Date

ADOPTION OF AMENDMENT 1

By affirmation of 75% of Members, this 1st Amendment to the Road Maintenance Agreement of Green Cliffs Road Association, Inc, is hereby adopted, effective June 30, 2015.

For Green Cliffs Road Association,
UBI No. 601 921 767


Gary Clancey, President

7-1-15
Date

GREEN CLIFFS ROAD ASSOCIATION, INC.

SCHEDULE A: Road Maintenance Parcels

MEMBERS	ADDRESS	DUES PAID	
		2014	2015
CAROLLA Adam P19457	3482 Green Cliffs Rd. C/O Weiss Accountancy Corp. (Tony Reed) 16217 Kittridge St Van Nuys, CA 91406	Pd.	Pd.
CLANCEY Paula & Gary P19461	3351 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 293-7403 gclancey@comcast.net (360)708-9100 & 929-1898	Pd.	Pd.
CORNELIUS Debbie & Darrell P19453	3495 Green Cliffs Rd Anacortes, WA 98221-8250 (360) 293-4830 dcorn2@comcast.net (360)708-5576	Pd.	Pd.
DAVIS Sue & Jim P19475	3725 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 293-6117	owes for 2005 + thereafter (-)	
DELLUTRI Tammy & Carl P19460	3486 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 442-4388 Cdellutri@asd103.org (360)442-4388 & 770-3280	Pd.	Pd.
GREGERSON Elizabeth & Tom P19458	3405 Green Cliffs Rd Anacortes, WA 98221-8250 (360) 588-0179 tiger_rag@msn.com (206)953-7201	Pd.	Pd.
GODWIN Eleanor P19498	3596 Green Cliffs Rd. Anacortes, WA 98221 (360) 293-9208	Pd.	Pd.
KUBENA & SOLUS Tony & Joella P19499	3625 Green Cliffs Rd. P.O. Box 250 Anacortes, WA 98221-8250 (360) 293-9245 tkubena@gmail.com	Pd.	Pd.
OOS Barbara & Roger P19459	3355 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 293-4421 BarbOos@comcast.net	Pd.	Pd.
ROE Jim P19455	3491 Green Cliffs Rd. Anacortes, WA 98221-8250 Grn Clf Lodge(360) 399-7933 -Cheryl&Warren Lee.299-4520 Roe Wk. 293-7272 KirbyDaddy@aol.com	Pd.	Pd.
WIGEN Marissa & Michael P19496	3522 Green Cliffs Rd 3544 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 293-6542 M.Wigen@comcast.net (360)421-7529 & 708-5925	Pd.	Pd.
WICK Carmen & Bruce P19456	3429 Green Cliffs Rd. Anacortes, WA 98221-8250 (360) 293-5374 c.spofford@scanet.com (360)333-1070	Pd.	Pd.

Effective Aug 1, 2015

GREEN CLIFFS ROAD ASSOCIATION, INC.

SCHEDULE B: Non-participating Parcels

NON-MEMBERS with Green Cliffs Rd. EASEMENTS

ARRINGTON
Mike
P19510

3686 Green Cliffs Rd.
Anacortes, WA 98221-8250
(925)324-0713
marrington@gmail.com

BEVERS
Patrick
P19495

P.O. Box 770
Clinton, WA 98236

DUBAN & MONTGOMERY
Dennis Kevin
P19449

14125 Devin Cliffs Lane
Anacortes, WA 98221
(360) 293-3996
Stonegate Enterprise, Ltd.
4250 Wilshire Blvd.
Los Angeles, CA 90020-3508
(213) 937-2010

YANG
Op Kang
P19497

8800 Hamlet Circle
Anchorage, AK 99502

Effective Aug 1, 2015

GREEN CLIFFS ROAD ASSOCIATION, INC.
Membership Agreement

SCHEDULE C: Pro Rata Shares
Members portion of use/expenses of common road

(Total footage used = 13,010ft)

9.7% 1260ft CAROLLA
9.7% 1260ft CLANCEY
9.7% 1260ft DELLUTRI
9.7% 1260ft GREGERSON
9.7% 1260ft OOS
9.7% 1260ft WICK

CORNELIUS 1260ft 9.7%
ROE 1260ft 9.7%
DUBAN 1260ft

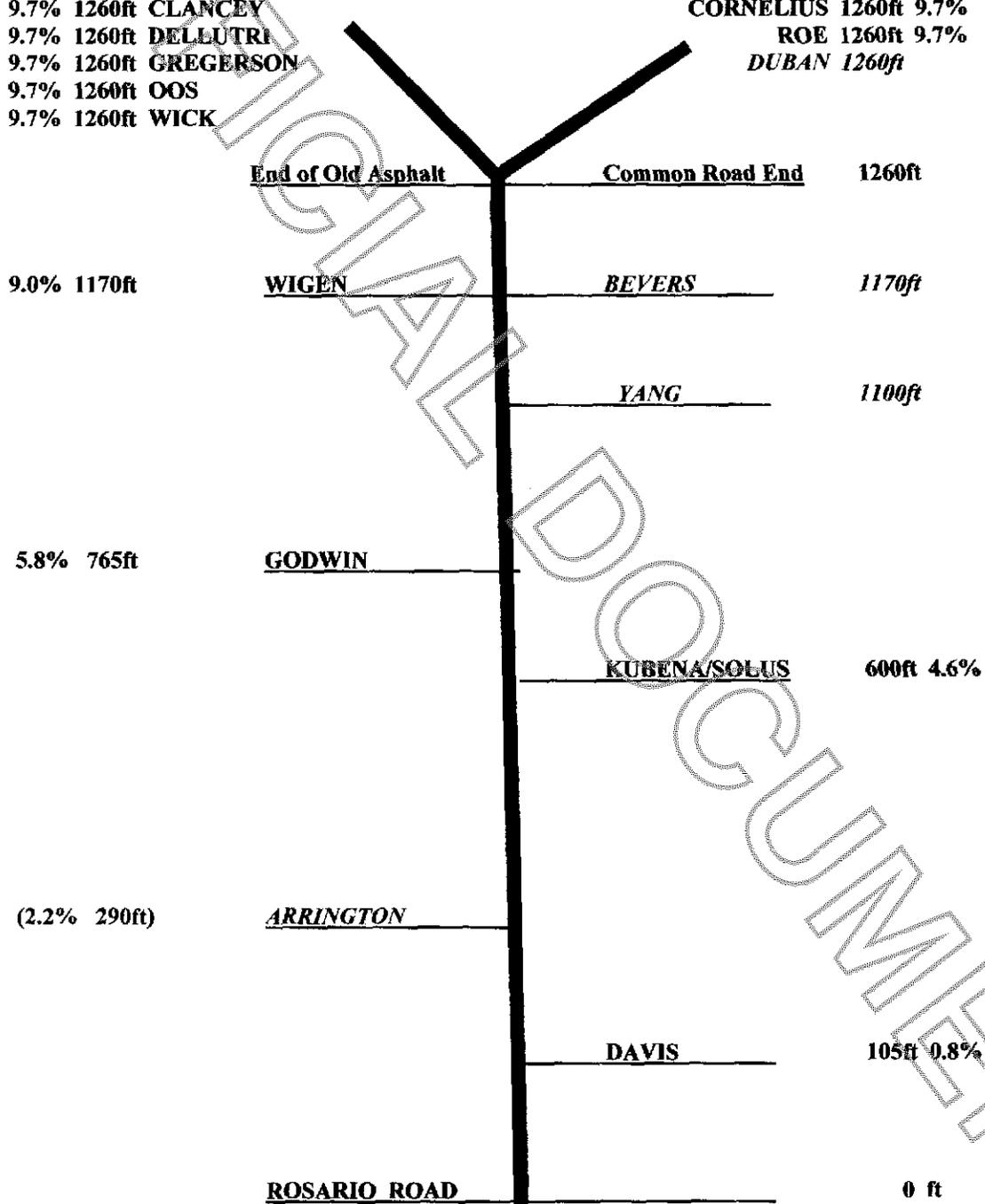


Exhibit A

P19453 Legal Description:

Government Lot 2, Section 15, Township 34 North, Range 1, East of the Willamette Meridian.

EXCEPT the South 990 feet thereof.

TOGETHER WITH a non-exclusive easement and right of ingress and egress for road and utility line purposes, including, but not limited to, power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described centerline, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1, East of the Willamette Meridian; thence South 2°01'50" East along the East line of said subdivision 322.40 feet to a point on the South line of the North 5 acres of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 15; thence South 2°01'50" East 380.53 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis, by instrument recorded under auditor's file No. 648560, records of Skagit County, Washington; thence North 88°58'40" West parallel with the North line of the Southwest Quarter of the Northeast Quarter of Section 15, 30.0 feet to the West line of the county road and the true point of beginning for the center line of this easement; thence North 88°58'40" West to the West line of the said Southwest Quarter of the Northeast Quarter of Section 15, said point being the terminal point for the center line of this 60 foot easement.

ALSO TOGETHER WITH a non-exclusive easement not to exceed 20 feet in width over and along the present existing roadway and as it existed on September 6, 1967, over and across the North 330 feet of the South 990 feet of Government Lot 2, Section 15, Township 34 North, Range 1, East of the Willamette Meridian, for access, ingress and egress and utility line purposes, including the right to construct and maintain the same.

VOL 470 PAGE 77

8203180051

VOL 469 PAGE 4

8203080030

Exhibit A

P19455 Legal Description:

PARCEL A:

The North 330 feet of the South 990 feet of Government Lot 2, Section 15, Township 34 North, Range 1 East of the Willamette Meridian.

PARCEL B:

A non-exclusive easement and right of ingress and egress for road and utility line purposes, including, but not limited to, power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described centerline, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian; thence South 2°01'50" East along the East line of said subdivision 322.40 feet to a point on the South line of the North 5 acres of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 15;

thence South 2°01'50" East 380.53 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis, by instrument recorded under Auditor's File No. 648660, records of Skagit County, Washington;

thence North 88°58'40" West parallel with the North line of the Southwest Quarter of the Northeast Quarter of Section 15, 30.0 feet to the West side of the country road and the true point of beginning, for the center line of this easement;

thence North 88°58'40" West to the West line of the said Southwest Quarter of the Northeast Quarter of Section 15, said point being the terminal point for the center line of this 60 foot easement;

as conveyed by instruments recorded under Auditor's File Nos. 720932 and 722404, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Exhibit A

P19456 Legal Description:

Tract 2, Short Plat 35-77, located in Section 15, Township 34 North, Range 1, East W.M., approved July 17, 1977, recorded in Volume 2 of short Plats, page 86, under Auditor's File No. 860977, records of Skagit County, Washington.

Exhibit A

P19457 Legal Description:

Exhibit A

Tract 3 of Skagit County Short Plat No. 35-77, as approved July 19, 1977 and recorded July 20, 1977, in Volume 2 of Short Plats, page 86, under Auditor's File No. 860977, records of Skagit County, Washington, being a portion of the North 330 feet of the South 660 feet of Government Lot 2 of Section 15, Township 34 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

Exhibit B

SUBJECT TO: Easement for ingress and egress, recorded October 7, 1946 and May 16, 1965, under Auditor's File Nos. 396771 and 517839; Easement for ingress, egress and utility, recorded May 18, 1967 and may 26, 1967, under Auditor's File Nos. 699277 and 699685; 60 foot road and 20 foot road delineated on the face of the Plat; Maintenance and construction of roads as provided on the face of the plat; Provision in contract recorded September 14, 1977, under Auditor's File No. 864729; Restrictive covenants, recorded January 13, 1992, under Auditor's File No. 9201130060; Conditional agreement recorded July 7, 1994, under Auditor's File No. 9407070085; Easement in favor of Puget Sound Energy, Inc., dated July 16, 2001, recorded August 1, 2001, under Auditor's File No. 200108010151..

Exhibit A

P19458 Legal Description:

EXHIBIT "A"

PARCEL A:

Tract 1, Skagit County Short Plat No. 35-77, approved July 19, 1977 and recorded July 20, 1977 in Volume 2 of Short Plats, page 86, under Auditor's File No. 860977, being a portion of the North 330 feet of the South 660 feet of Government Lot 2 of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;

PARCEL B:

A non-exclusive easement and right of ingress and egress for road and utility line purposes, including but not limited to power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described center line, to-wit:

Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;
thence South 2°01'50" East along the East line of said subdivision 322.40 feet to a point on the South line of the North 5 acres of the East Half of the Southwest Quarter of the Northeast Quarter of said Section 15;
thence South 2°01'50" East 380.53 feet to a point which is 30 feet South and 30 feet East of the certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560;
thence North 88°58'40" West parallel with the North line of the Southwest quarter of the Northeast Quarter of said Section 15, 30.0 feet to the West line of the County Road and the true point of beginning for the center line of this easement;
thence North 88°58'40" West to the West line of the said Southwest Quarter of the Northeast Quarter of Section 15, said point being the terminal point of the center line of this 60 feet easement;

Situate in Skagit County, Washington.

Exhibit A

P19459 Legal Description:

Tract B, Short Plat #5-77, Located in Section 15, Township 34 North, Range 1 East, W.M., Approved June 9, 1977, and Recorded in Volume 2 of Short Plats, page 69, Auditor's File No. 858120, Records of Skagit County, Washington.

Exhibit A

P19460 Legal Description:

Tract A of Short Plat No.5-77 as approved June 9. 1977, and recorded in Volume 2 of short Plats, page 69, under Auditor's File No. 858120, records of Skagit County, Washington; being a portion of Government Lot 2 in Section 15, township 34 North, Range 1 East of the Willamette Meridian; Situated in Skagit County, Washington.

Exhibit A

P19461 Legal Description:

The South 165 feet of Government Lot 2, Section 15, Township 34 North, Range 1 East W.M.,

TOGETHER WITH a non-exclusive easement and right of ingress and egress for road and utility line purposes, including, but not limited to power, water and sewer lines, together with the right to construct and maintain said road and said lines. over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described center line, to-wit:

Beginning at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 34 North, Range 1 East W.M.; thence South 2° 01' 50" East along the East line of said subdivision 322.40 feet to a point on the South line of the North 5 acres of the East $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 15; thence South 2° 01' 50" East 380.53 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560; thence North 88° 58' 40" West parallel with the North line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 15, 30.0 feet to the West line of the County Road, and the true point of beginning for the center line of this easement, thence North 88° 58' 40" West to the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, said point being the terminal point for the center line of this 60 foot easement;

SUBJECT TO Easement for ingress and egress in favor of Norman A. Ervine and Elsie Ervine, husband and wife, recorded October 7 1946 and May 16, 1955. under Auditor's Nos. 396771 and 517839, affecting the East 20 feet and the West 10 feet of the East 30 feet;

ALSO SUBJECT TO Easement for ingress egress and utility line purposes in favor of Elbert M. Michelsen. et ux, recorded May 26, 1967 under Auditor's No. 699685 affecting the presently existing roadways on the subject property, not to exceed 20 feet in width, including the right to construct and maintain the same;

discl. by #69927

Exhibit A

P19475 Legal Description:

The North 350 feet of the South 11 acres of the North 16 acres of the East one-half of the Southwest quarter of the Northeast quarter of Section 15, Township 34 North, Range 1, East W.M., except road rights of way.

Exhibit A

P19496 Legal Description:

PARCEL "A":

The West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 34 North, Range 1 East, W.M.

EXCEPT the North 701.93 feet thereof;

(Also known as Tract G of Survey recorded in Volume 1 of Surveys, page 57)

PARCEL "B":

A non-exclusive easement and right of ingress and egress for road and utility purposes, including, but not limited to power, water, and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width and lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 15, thence South 2 degrees 01'40" East, along the East line of said subdivision, a distance of 702.93 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560, records of Skagit County, Washington; thence North 88 degrees 58'47" West, parallel with the North line of the Southwest 1/4 of the Northeast 1/4 of said Section, a distance of 30 feet to a point on the West line of the County Road, which point is the true point of beginning of this easement centerline description; thence continuing North 88 degrees 58'47" West to a point on the West line of said Southwest 1/4 of the Northeast 1/4 of said Section, which point is the terminal point of this easement centerline description.

EXCEPT that portion thereof lying within the herein above described Parcel A".

PARCEL "C":

A non-exclusive easement for a water pipeline, together with the right to construct and maintain said water, pipelines, over, under, across, and through a 15 foot wide strip of land in the West 1/2 of the Northeast 1/4 of Section 15, Township 34 North, Range 1 East of the W.M., and more specifically located as being that 15 foot wide strip of land lying South of, and adjacent to the South line of Lot 22 of the "PLAT OF SUNSET WEST", according to the plat thereof recorded in Volume 9 of Plats, pages 98 and 99, records of Skagit County, Washington, and extending from a point on the South line of Cedar Way as shown on said plat, which point is located 15.01 feet North 88 degrees 58'47" West of the Southwest corner of said Lot 22; thence South 88 degrees 58'47" East along the South line of Cedar Way, Lot 22, and the Easterly projection of said Lot 22 a distance of 135.13 feet to a point on the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section, together with that 15 foot wide strip of land lying West of, and adjacent to the East line of said West 1/2 of the West 1/2 of the Northeast 1/4 of said Section, and extending from the South line of said Lot 22 projected South 88 degrees 58'47" East a distance of 10.67 feet; thence South 1 degree 29'07" East along the East line of the West 1/2 of the West 1/2 of the Northeast 1/4 of said Section, a distance of 812.59 feet to the North line of the above described 60 foot wide easement.

Exhibit A

P19498 Legal Description:

EXHIBIT "A"

PARCEL A:

The East half of the West half of the Southwest quarter of the Northeast quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian;

EXCEPT the North 701.93 feet thereof

PARCEL B:

A non-exclusive easement and right of ingress and egress for road and utility purposes, including, but not limited to power, water and sewer lines, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width and lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 15, Township 34 North, Range 1 East of the Willamette Meridian; thence South 2°01'40" East, along the East line of said subdivision, a distance of 702.93 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560, records of Skagit County, Washington; thence North 88°58'47" West, parallel with the north line of the Southwest Quarter of the Northeast Quarter of said section, a distance of 30 feet to a point on the West line of the county road, which point is the true point of beginning of this easement center line description; thence continuing North 88°58'47" West to a point on the West line of said Southwest quarter of the Northeast quarter of said section, which point is the terminal point of this easement centerline description.

Situated in Skagit County, Washington.

Exhibit A

P19499 Legal Description:

That portion of the West 1/2 of the Northeast 1/4 of Section 15, Township 34 North, Range 1 East W.M., described as follows:

Beginning at the Southwest corner of Lot 22 in the plat of "SUNSET WEST", as recorded in Volume 9 of Plats at Pages 98 and 99, records of Skagit County, Washington; thence South 88 degrees 58' 47" East, along the South line of said Lot 22 a distance of 109.45 feet; thence North 61 degrees 41' 40" East, along the South line of said Lot 22, a distance of 46.82 feet to the Northwest corner of Lot 20 in said plat; thence South 1 degree 29' 07" East, along the West line of said Lot 20 and the West line of Lot 19 in said plat a distance of 162.94 feet to the Southwest corner of said Lot 19; thence North 88 degrees 58' 47" West, along the North line of the Southwest 1/4 of the Northeast 1/4 of said section, a distance of 31.15 feet to the Northeast corner of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of said section; thence South 1 degree 29' 07" East, along the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of said section, a distance of 702.62 feet; thence North 88 degrees 58' 47" West, parallel with the North line of the Southwest 1/4 of the Northeast 1/4 of said section, a distance of 260.00 feet; thence North 1 degree 29' 07" West, parallel with the East line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of said section, a distance of 842.61 feet to a point on the South line of Lot 23 in said plat, which point bears South 88 degrees 58' 47" East a distance of 40.30 feet from the Southwest corner of said Lot 23, thence South 88 degrees 58' 47" East, along the South line of said plat, a distance of 139.87 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement and right of ingress and egress for road and utility purposes, including, but not limited to, power, water and sewer line, together with the right to construct and maintain said road and said lines, over and across a strip of land 60 feet in width, and lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 15; thence South 2 degrees 01' 40" East, along the East line of said subdivision, a distance of 702.93 feet to a point which is 30 feet South and 30 feet East of that certain tract of land conveyed to Everett E. Davis by instrument recorded under Auditor's File No. 648560; thence North 88 degrees 58' 47" West, parallel with the North line of the Southwest 1/4 of the Northeast 1/4 of said section, a distance of 30 feet to a point on the West line of the County Road, which point is the true point of beginning of this easement centerline description; thence continuing North 88 degrees 58' 47" West to a point on the West line of said Southwest 1/4 of the Northeast 1/4 of said section, which point is the terminal point of this easement centerline description.

BK 1315100452

*1598
SKAGIT COUNTY WASHINGTON
County Auditor's Office

APR - 4 1994

County Auditor's Office
Treasurer

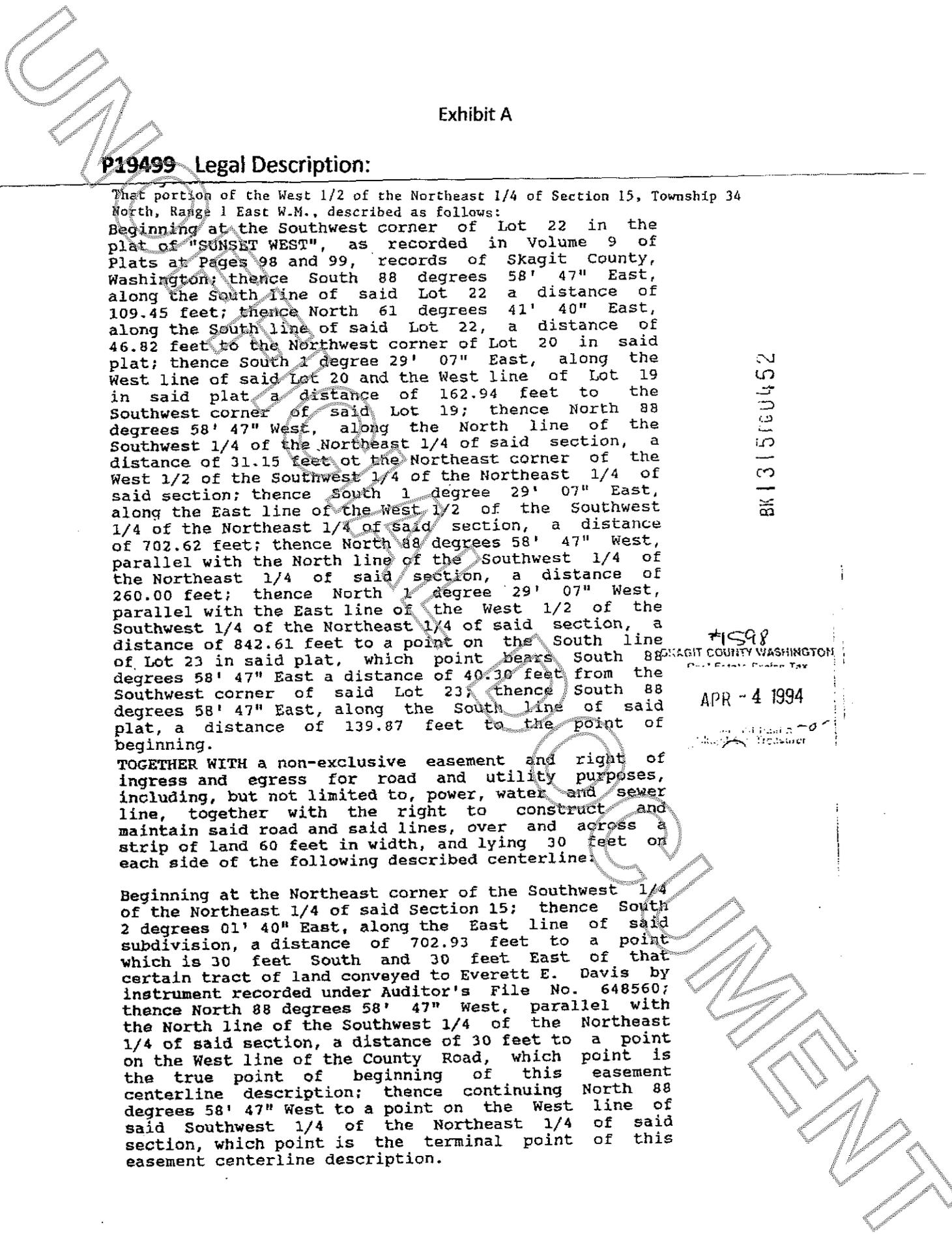


Exhibit B

Abbreviated Legal Descriptions

PARCELS in Section 15, Township 34 North, Range 1 East of the W.M.

P19453 LT 2 LESS S 990FT
P19455 N 330FT OF S 990FT OF GV LT 2
P19456 PTN GV LT 2 AKA TR 2 SHT PLT 35-77 AF#860977
P19457 PTN N 330FT OF S 660FT OF GV LT 2 AKA TR 3 SHT PLT 35-77 AF#860977
P19458 PTN N 330FT OF S 660FT OF GV LT 2 AKA TR 1 SHT PLT 35-77 AF#860977
P19459 PTN OF GV LT 2 AKA TR B SHT PLT 5-77 #858120
P19460 PTN OF GV LT 2 AKA TR A SHT PLT 5-77 #858120
P19461 S 165FT OF GV LT 2
P19475 N 350FT OF S 11AC OF N 16AC OF E 1/2 SW 1/4 NE 1/4 LESS RD
P19496 W 1/2 W 1/2 SW 1/4 LESS N 701.93FT
P19498 E 1/2 OF W 1/2 OF SW 1/4 OF NE 1/4 LESS N 701.93 FT
P19499 15-34-1 NE